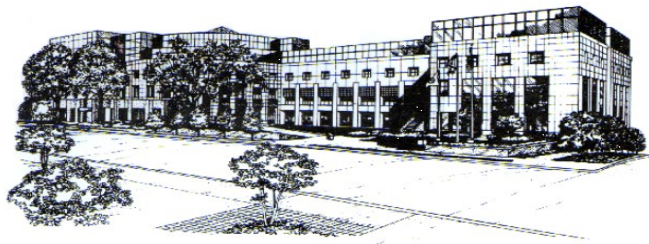


# **BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA**

## **AGENDA REGULAR MEETING**

**Tuesday, December 10, 2019  
3:00 p.m.**

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



### ***COUNTY COMMISSIONERS***

Bryan Desloge, Chairman  
District 4

Rick Minor, Vice Chair  
District 3

Kristin Dozier  
District 5

Jimbo Jackson  
District 2

Mary Ann Lindley  
At-Large

Nick Maddox  
At-Large

Bill Proctor  
District 1

Vincent S. Long  
County Administrator

Herbert W.A. Thiele  
County Attorney

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The Leon County Commission meets the second and fourth Tuesday of each month. Regularly scheduled meetings are held at 3:00 p.m. The meetings are televised on Comcast Channel 16. A tentative schedule of meetings and workshops is attached to this agenda as a "Public Notice." Commission meeting agendas and minutes are available on the Leon County Home Page at: [www.leoncountyfl.gov](http://www.leoncountyfl.gov).

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 (Section 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, December 10, 2019, 3:00 p.m.**

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**INVOCATION AND PLEDGE OF ALLEGIANCE**

Invocation and Pledge of Allegiance by Commissioner Jimbo Jackson

**AWARDS AND PRESENTATIONS**

- Proclamation for President John Thrasher in Honor of FSU's #18 Ranking Among National Public Universities by U.S. News & World Report  
*(Commissioner Bill Proctor)*
- Public Safety Update  
*(Sheriff Walt McNeil)*
- Presentation from CareerSource Capital Region  
*(Jim McShane, CareerSource Chief Executive Officer)*

**CONSENT**

1. Minutes: September 24, 2019 2020 State and Federal Legislative Priorities Workshop and September 24, 2019 Regular Meeting  
*(Clerk of Court)*
2. Request to Schedule First and Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 16, Article V, to Comply with Recent Florida Legislative Amendments for Wireless Technology in Rights-of-Way, for January 28, 2020, at 6:00 p.m.  
*(County Attorney/ County Administrator/ Public Works)*
3. Payment of Bills and Vouchers  
*(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)*
4. FY 2019 Carry Forward Adjustments  
*(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)*
5. FY 2019 Tangible Personal Property Status Report  
*(County Administrator/ Office of Financial Stewardship/ Purchasing)*
6. Resolution of Support for Legislation to Prohibit the Sale of Smoking and Vaping Products to Those Under the Age of 21 and Require State Licensure of Vaping Establishments  
*(County Administrator/ County Administration)*
7. Resolution of Support for U.S. Senate Bill 2552: Expanding Health Care Options for Early Retirees Act  
*(County Administrator/ County Administration)*
8. Commissioner Appointments to the Library Advisory Board and the Tallahassee-Leon County Commission on the Status of Women and Girls  
*(County Administrator/ County Administration)*



9. Plat of the Pine Dove Estates Phase 2 Subdivision  
(County Administrator/ Public Works)
10. Authorization to Proceed with the Development of an Ordinance Amending the Leon County Land Development Code to Create a New Government Operational (GO) Zoning District  
(County Administrator/ Development Support & Environmental Management)
11. Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Amending the Land Development Code of the Leon County Code of Laws to Allow Urban Agriculture and Urban Equine as Permitted Uses, for February 11, 2020 and April 14, 2020 at 6:00 p.m.  
(County Administrator/ County Attorney/ Development Support & Environmental Management)
12. Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Creating a New Section 10-6.657 of the Land Development Code, Entitled “Mining Zoning District,” for February 11 and March 10, 2020 at 6:00 p.m.  
(County Administrator/ Development Support & Environmental Management)
13. Request to Schedule the First and Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 7, Article II, Section 7-25 of the Leon County Code of Laws Entitled, “Additional Civil Traffic Penalty” for January 28, 2020, at 6:00 p.m.  
(County Administrator/ County Attorney/ Office of Intervention & Detention Alternatives)
14. Renewal of Agreement with CareerSource Capital Region on the Summer Youth Training Program  
(County Administrator/ Office of Human Services & Community Partnerships)
15. Second Amendment to the Agreement with WageWorks, Inc. for Cafeteria Plan Administration Services  
(County Administrator/ Human Resources)
16. Status Report on the County’s Sponsorship of the Tallahassee Downtown Improvement Authority’s Sundown Concert Series  
(County Administrator/ County Administration/ Tourism Division)

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

17. Annual Status Report on the Sidewalk Program Implementation  
(County Administrator/ Public Works)
18. Affordable Housing Advisory Committee’s 2020 Triennial Report of Recommendations  
(County Administrator/ Office of Human Services & Community Partnerships)
19. Annual Status Report on the Minority, Women, and Small Business Enterprise Expenditures  
(County Administrator/ PLACE / Office of Economic Vitality)
20. Status Report on Domi Station’s Third Act Senior Entrepreneurship Program  
(County Administrator/ PLACE / Office of Economic Vitality)
21. Annual Sustainability Program Status Report  
(County Administrator/Office of Resource Stewardship/ Sustainability)

**CONSENT ITEMS PULLED FOR DISCUSSION**

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

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

**GENERAL BUSINESS**

22. Status Report on the Regulation of Adult Entertainment Stores  
(County Attorney)
23. Status Report on Recreational Burning Ordinances  
(County Attorney/ County Administrator/ County Administration)
24. Indemnification and Liability of Tall Timber's Proposal for a Controlled Burn of the Upper Lake Lafayette Lake Bottom  
(County Administrator/ County Attorney/ Resource Stewardship/ Development Support & Environmental Management)
25. Status Report on the Use of Glyphosate in Leon County  
(County Administrator/ Office of Resource Stewardship/ Sustainability)
26. Acceptance of a Text Amendment Application to the Tallahassee-Leon County 2030 Comprehensive Plan to Expand the Urban Services Area  
(County Administrator/ PLACE/ Planning)
27. Bid Award for the Exclusive Franchise to Provide Waste Collection Services in Unincorporated Leon County  
(County Administrator/ Office of Resource Stewardship)
28. 2020 Insurance Coverages  
(County Administrator/ Office of Financial Stewardship)
29. Bid Award for the Harbinwood Estates Longview Drive Stormwater Management Facility Sinkhole Repair Project  
(County Administrator/ Public Works/ Purchasing)
30. Bid Award for Renovations to the First Floor of the Leon County Government Annex for the Office of Economic Vitality  
(County Administrator/ Office of Financial Stewardship/ Purchasing)
31. Full Board Appointment of Commissioners to Authorities, Boards, Committees and/or Councils and Proposed Revisions to Policy No. 11-2, "Membership on Boards, Committees, Councils, and Authorities"  
(County Administrator/ County Administration)

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

32. First and Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 2, Article XII of the Leon County Code of Laws Entitled "Code of Ethics"  
(County Attorney/ County Administrator)
33. First and Only Public Hearing to Consider Adoption of an Ordinance Authorizing the Establishment of a Syringe Exchange Program  
(County Administrator/ County Administration)

34. Adoption Public Hearing on the 2019 Out-of-Cycle Comprehensive Plan Amendment  
(County Administrator/ PLACE/ Planning)
35. First of Two Public Hearings to Consider Adoption of an Ordinance Amending Section 10-1.101 of the Land Development Code, Entitled “Definitions” and Creating a New Section 10-6.820, Entitled “Solar Energy Systems”  
(County Administrator/ Office of Resource Stewardship/ Development Support & Environmental Management)
36. First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in Portion of Unimproved Right-of-Way Lying Between Lot 11, Block “A” and Lot 1, Block “B” as Shown on the Plat of Velda Oaks  
(County Administrator/ County Attorney/ Office of Financial Stewardship)
37. First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in the Drainage Easement Lying Between Lots 14 & 15, Block K of Recorded Plat of Killearn Lakes Unit 1  
(County Administrator/ County Attorney/ Office of Financial Stewardship)

#### **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 Financial Statements for years ending September 30, 2018 and 2017

#### **ADJOURN**

*The next regular meeting of the Board of County Commissioners is tentatively scheduled for  
**Tuesday, January 28, 2020 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 2020 Tentative Meeting Schedule**

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

<b>Date</b>	<b>Day</b>	<b>Time</b>	<b>Meeting</b>
<b>January 27</b>	Monday	9:00 a.m.	Board Retreat
<b>January 28</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>February 11</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>February 25</b>	Tuesday	1:00 p.m.	Joint Workshop Comprehensive Plan Amendments
<b>February 25</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>March 10</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>April 14</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>April 14</b>	Tuesday	6:00 p.m.	Transmittal Hearing on 2020 Cycle Comprehensive Plan Amendments
<b>April 28</b>	Tuesday	9:00 a.m.	Budget Policy Workshop
<b>April 28</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>May 12</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>May 26</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>May 26</b>	Tuesday	6:00 p.m.	Adoption Hearing on 2020 Cycle Comprehensive Plan Amendments
<b>June 16</b>	Tuesday	9:00 a.m.	Budget Workshop
<b>June 16</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>July 14</b>	Tuesday	9:00 a.m.	Budget Workshop
<b>July 14</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>September 8</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>September 8</b>	Tuesday	6:00 p.m.	First Public Hearing on Tentative Millage Rate and Budgets
<b>September 22</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>September 22</b>	Tuesday	6:00 p.m.	Second Public Hearing on Final Millage Rate and Final Budgets
<b>October 13</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>October 27</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>November 17</b>	Tuesday	3:00 p.m.	Reorganization & Regular Board Meeting
<b>December 8</b>	Tuesday	3:00 p.m.	Regular Board Meeting

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

<b>Month</b>	<b>Day</b>	<b>Time</b>	<b>Meeting Type</b>
<b>November 2019</b>	<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
	<i>Wednesday 20 – Friday 22</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>
<b>December 2019</b>	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Adoption Public Hearing on the 2019 Out-of-Cycle Comprehensive Plan Amendment
		6:00 p.m.	First of Two public hearings to adopt a proposed Ordinance amending Section 10-1.101, entitled “Definitions” creating a new Section 10-6.820, entitled “Solar Energy Systems”
		6:00 p.m.	First and Only Public Hearing to Consider Adoption of Ordinance Amending Chapter 2, Article XII of the Leon County Code of Laws Entitled “Code of Ethics”
		6:00 p.m.	First & Only Public Hearing to Consider Proposed Resolution Renouncing and Disclaiming any Right of the County in Portion of Unimproved Right-of-Way Lying Between Lot 11, Block “A” and Lot 1, Block “B” per the Plat of Velda Oaks Subdivision
		6:00 p.m.	First & Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in the Drainage Easement lying between Lots 14 & 15, Block K of recorded plat of Killearn Lakes Unit 1
		6:00 p.m.	First & only public hearing to consider an ordinance authorizing the establishment of a sterile needle and syringe exchange program
	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>

**PUBLIC NOTICE**  
**Leon County Board of County Commissioners**  
**2020 Tentative Meeting Schedule**

Month	Day	Time	Meeting Type
January 2020	Wednesday 1	Offices Closed	NEW YEAR'S DAY
	Thursday 9 & Friday 10	Seminar 2 of 3	FAC Advanced County Commissioner Program Alachua County; Gainesville, FL
	Tuesday 14	No meeting	BOARD RECESS
	Monday 20	Offices Closed	MARTIN LUTHER KING, JR. DAY
	Tuesday 21	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Monday 27	9:00 a.m.	Board Retreat TBD
	Tuesday 28	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Second & Final Public Hearing to adopt Ordinance amending Section 10-1.101, entitled "Definitions" creating a new Section 10-6.820, entitled "Solar Energy Systems"
		<u>6:00 p.m.</u> <u>Tentative</u>	<u>First and Only Public Hearing to Consider an</u> <u>Ordinance Amending Chapter 7, Article II of the Leon</u> <u>County Code of Laws Entitled, "Additional Civil</u> <u>Traffic Penalty"</u>
		<u>6:00 p.m.</u> <u>Tentative</u>	<u>First and Only Public Hearing to Consider an</u> <u>Ordinance Amending Chapter 16, Article V, to Comply</u> <u>with Recent Florida Legislative Amendments for</u> <u>Wireless Technology in Rights-of-Way</u>
	Wednesday 29	7:30 a.m.	FAC Legislative Day Tallahassee, FL
	Thursday 30	3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
February 2020	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		<u>6:00 p.m.</u> <u>Tentative</u>	<u>First of Two Public Hearings to Consider Adoption of a</u> <u>Proposed Ordinance Creating a New Section 10-6.657 of</u> <u>the Land Development Code, Entitled "Mining Zoning</u> <u>District"</u>
		<u>6:00 p.m.</u> <u>Tentative</u>	<u>First of Two Public Hearings to Consider Adoption of a</u> <u>Proposed Ordinance Amending the Land Development</u> <u>Code of the Leon County Code of Laws to Allow Urban</u> <u>Agriculture and Urban Equine as Permitted Uses</u>
	Friday 14	9:00 – 10:30 a.m.	Community Legislative Dialogue Meeting
	Tuesday 18	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 25	1:00 p.m.	Joint City/County Workshop on the 2020 Cycle Comprehensive Plan Amendments
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Saturday 29 – Wednesday 4		NACO Legislative Conference Washington, D.C.
March 2020	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers

Month	Day	Time	Meeting Type
March 2020 (cont.)	Tuesday 10	<b>6:00 p.m.</b> <b>Tentative</b>	<b><u>Second and Final Public Hearings to Consider Adoption of a Proposed Ordinance Creating a New Section 10-6.657 of the Land Development Code, Entitled “Mining Zoning District”</u></b>
	Thursday 12	1:00 p.m.	Blueprint Economic Development Strategic Plan Workshop
		3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 17	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
April 2020	Tuesday 14	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 2020 Comprehensive Plan Amendments
		<b>6:00 p.m.</b> <b>Tentative</b>	<b><u>Second and Final Public Hearings to Consider Adoption of a Proposed Ordinance Amending the Land Development Code of the Leon County Code of Laws to Allow Urban Agriculture and Urban Equine as Permitted Uses</u></b>
	Thursday 16 & Friday 17	Seminar 3 of 3	FAC Advanced County Commissioner Program Alachua County; Gainesville, FL
	Tuesday 21	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 28	9:00 a.m.	Budget Policy Workshop County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
May 2020	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
	Thursday 21	1:00 p.m.	Blueprint Intergovernmental Agency Budget Workshop
	Thursday 21	3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	<b>Monday 25</b>	<b>Offices Closed</b>	<b>MEMORIAL DAY</b>
	Tuesday 26	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 2020 Comprehensive Plan Amendments
June 2020	Tuesday 9 - Friday 12		FAC Annual Conference & Educational Exposition Orange County; Orlando, FL
	Monday 15	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 16	9:00 a.m.	Budget Workshop
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
July 2020	Friday 3	<b>Offices Closed</b>	<b>INDEPENDENCE DAY observed</b>
	Thursday 9	3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 14	9:00 a.m.	Budget Workshop (if necessary) County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Friday 17 - Monday 20		NACo Annual Conference Orange County; Orlando, FL

Month	Day	Time	Meeting Type
<b>July 2020 (cont.)</b>	<b>Tuesday 28</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
<b>August 2020</b>	<i>Wednesday 5 – Saturday 8</i>		<i>National Urban League Annual Conference Houston, TX</i>
	<i>Friday 14 - Sunday 16</i>		<i>Chamber of Commerce Annual Conference Amelia Island, Fernandina Beach, FL</i>
<b>September 2020</b>	<b>Monday 7</b>	<b>Offices Closed</b>	<b>LABOR DAY</b>
	Tuesday 8	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 20/21*
	<i>Wednesday 9 - Thursday 10</i>		<i>FAC Innovation &amp; Policy Conference Palm Beach County; Palm Beach Gardens, FL</i>
	Tuesday 15	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Thursday 17	5:00 p.m.	Blueprint Intergovernmental Agency Meeting & 6:00 p.m. Budget Public Hearing, City Commission Chambers
	Tuesday 22	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 20/21*
	<i>Wednesday 23 – Saturday 26</i>		<i>ICMA Annual Conference Toronto</i>
	<i>Wednesday – Sunday TBD</i>	<i>typically mid- September</i>	<i>Congressional Black Caucus Annual Legislative Conference – Washington D.C.</i>
<i>*These public hearing dates may change because of the School Board's scheduling of its budget adoption public hearings</i>			
<b>October 2020</b>	Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 20	9:00 a.m.	Capital Region Transportation Planning Agency Workshop/Retreat – Location TBD
	Tuesday 27	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
<b>November 2020</b>	<b>Wednesday 11</b>	<b>Offices Closed</b>	<b>VETERAN'S DAY OBSERVED</b>
	Monday 16 <b>TENTATIVE</b>	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Tuesday 17	3:00 p.m.	Reorganization and Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	<b>Thursday 26</b>	<b>Offices Closed</b>	<b>THANKSGIVING DAY</b>
	<b>Friday 27</b>	<b>Offices Closed</b>	<b>FRIDAY AFTER THANKSGIVING DAY</b>
<b>December 2020</b>	<i>Wednesday 2 - Friday 4</i>		<i>FAC Legislative Conference Duval County; Jacksonville, FL</i>
	Tuesday 8	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 10	3:00 – 5:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	Tuesday 15	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	<b>Friday 25</b>	<b>Offices Closed</b>	<b>CHRISTMAS DAY</b>
<b>January 2021</b>	<b>Friday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY</b>
	<b>Tuesday 12</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>



## **Citizen Committees, Boards, and Authorities Current and Upcoming Vacancies**

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

### **CURRENT VACANCIES**

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

(seat for a person employed by a university or local school system and a seat for a resident)  
Board of County Commissioners (2 appointments)

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

Board of County Commissioners (1 appointment)

#### **Board of Adjustment & Appeals**

Board of County Commissioners (1 appointment)  
Tallahassee City Commission (2 appointments)

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

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

### **UPCOMING VACANCIES**

#### **DECEMBER 31, 2019**

##### **Library Advisory Board**

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

#### **MARCH 31, 2020**

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

Board of County Commissioners (9 appointments)

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

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

#### **APRIL 31, 2020**

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

Board of County Commissioners (2 appointments)

##### **Tallahassee-Leon County Minority, Women & Small Business Enterprise Citizen Advisory Committee**

Board of County Commissioners (2 appointments)

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

# Leon County Board of County Commissioners

## Agenda Item #1

December 10, 2019

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

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

**Title:** Minutes: September 24, 2019, 2020 State and Federal Legislative Priorities Workshop and September 24, 2019 Regular Meeting

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Kimberly M. Wilder, Finance Director, Clerk of Court & Comptroller
<b>Lead Staff/ Project Team:</b>	Beryl Wood, Clerk to the Board

### **Statement of Issue:**

This agenda item seeks Board review and approval of the following minutes: September 24, 2019 2020 State and Federal Legislative Priorities Workshop and September 24, 2019 Regular Meeting.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Approve the minutes of September 24, 2019, 2020 State and Federal Legislative Priorities Workshop and September 24, 2019, Regular Meeting.

### **Attachments:**

1. September 24, 2019, 2020 State and Federal Legislative Priorities Workshop
2. September 24, 2019 Regular Meeting

**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
REGULAR MEETING  
September 24, 2019**

The Board of County Commissioners of Leon County, Florida met in regular session at 3:00 p.m. with Chairman Jimbo Jackson presiding. Present were Vice Chairman Bryan Desloge and Commissioners Nick Maddox, Bill Proctor, Kristin Dozier, Mary Ann Lindley, and Rick Minor. Also present were County Administrator Vincent Long, County Attorney Herb Thiele, Finance Director Kimberly Wilder and Clerk to the Board Beryl H. Wood.

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

**Invocation and Pledge of Allegiance**

The Invocation was provided by Pastor Brian Neugent of the Generations Church. Chairman Jackson then led the Pledge of Allegiance.

**Awards and Presentations**

- Chairman Jackson read into the record a Proclamation recognizing October as Pregnancy and Infant Loss Awareness Month.
- Chris Szorcsik, Executive Director of the Capital Area Healthy Start Coalition, received the Proclamation and thanked the Board for their continued support with infant mortality and invited all to attend their annual Walk to Remember event on October 10.
- Commissioner Dozier read into the record a Proclamation recognizing October as Breast Cancer Awareness Month and that the Proclamation was also in Vicky Roberts' honor.
- Brittany Palmer, Community Development Manager for the American Cancer Society of Tallahassee, accepted the Proclamation on Breast Cancer Awareness Month and thanked the Board for their continued support. She invited all to participate in the Making Strides of Leon Walk on October 20, 2019.
- Commissioner Desloge read into the record a Proclamation recognizing the Retirement of Bernie Waxman after 45 Years of Service at Florida State University.
- Bernie Waxman sincerely thanked the Board for their recognition honoring him on his retirement.
- Presentation on the Community Health Improvement Plan by Claudia Blackburn, Health Officer for the Leon County Health Department. Ms. Blackburn presented an update on the implementation of the Community Health Improvement Plan (CHIP). Health issues covered included the following:
  - Community Health Improvement Priorities
  - Economic Stability (Affordable Housing) (Sustainable Employment)
  - Sexually Transmitted Infections (HIV) (Syphilis)
  - Nutrition
  - Physical Activity
  - Maternal and Child Health
  - Mental Health
  - Early Education

- Commissioner Dozier noted affordable housing and sustainable employment as critical issues in the CHIP. She inquired if were they on the right track. Mrs. Blackburn confirmed that their effort is to bring people together to ensure more effective outcomes.
- Commissioner Proctor reflected on the infant mortality rate among African Americans in Leon County and shared how he would like to see special attention directed toward the issue.
- Commissioner Lindley expressed her gratitude for all they do with improving health in Leon County. She requested an update on the recent legislation authorizing counties to establish a needle exchange program. She asked that they work with County staff to prepare an agenda item.

**Consent:**

*Commissioner Desloge moved, duly seconded by Commissioner Minor to approve the Consent Agenda, with the exception of Item # 8, 9, 13, 14. The motion carried 7-0.*

**1. Minutes: June 18, 2019 FY 2020 Budget Workshop and July 9, 2019 Regular Meeting**

*The Board approved Option 1: Approve the minutes of the June 18, 2019 FY 2020 Budget Workshop and the July 9, 2019 Regular Meeting minutes.*

**2. Payment of Bills and Vouchers**

*The Board approved Option 1: Approve the payment of bills and vouchers submitted for September 24, 2019 and pre-approve the payment of bills and vouchers for the period of September 25, 2019 through October 14, 2019.*

**3. Proposed Leon County Capital Asset Policy**

*The Board approved Option 1: Adopt the proposed "Leon County Capital Asset Policy"*

**4. Commissioner Appointments to the Housing Finance Authority and the Science Advisory and the Science Advisory Committee**

*The Board approved Option 1: Ratify Chairman Jackson's appointment of Chuck White to the Housing Finance Authority of Leon County for a four-year term ending September 30, 2023.*

*Option 2: Ratify the appointment of citizens to the Science Advisory Committee as follows:*

- a. Ratify Chairman Jackson's appointment of Dr. Puja Jasrotia for the remainder of the unexpired term ending September 30, 2023.*
- b. Ratify Commissioner Lindley's reappointment of Amy Datz for a four-year term ending September 30, 2023.*
- c. Ratify Commissioner Proctor's reappointment of Thayumanasamy Somasundaram for a four-year term ending September 30, 2023.*
- d. Ratify Commissioner Maddox' reappointment of Thomas E. Lewis for a four-year term ending September 30, 2023.*

**5. Commissioner Appointments to the Tallahassee-Leon County Commission on the Status of Women and Girls**

*The Board approved Option 1: Ratify the individual Commissioners' appointments of five (5) citizens to the Tallahassee-Leon County Commission on the Status of Women and Girls as follows:*

- a. Commissioner Desloge appoints Jessica McGrew for a two-year term ending September 30, 2021.*
- b. Chairman Jackson reappoints Cicely Brantley for a two-year term ending September 30, 2021. (Should the Board choose to appoint Dr. Brantley it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A by a two-thirds affirmative vote).*
- c. Commissioner Lindley appoints Cynthia Colas for a two -year term ending September 30, 2021.*
- d. Commissioner Maddox appoints Carrie Boyd for a two-year ending September 30, 2021.*
- e. Commissioner Minor appoints Dr. Mimi Graham for the remainder of the unexpired term ending September 30, 2020.*

*Option 2:*

- a. CSWG reappoints Darby Scott for two-year term ending September 30, 2021.*
- b. CSWG reappoints Antoneia Roe for two-year term ending September 30, 2021.*
- c. CSWG appoints Jasmine Ali-Mohammed for a two-year term ending September 30, 2021.*
- d. CSWG appoints Bernice McMillian for the remainder of the unexpired term ending September 30, 2020.*

**6. 2019 State Aid to Libraries Grant Agreement**

*The Board approved Option 1: Approve the 2019 State Aid to Libraries Grant Agreement with the Florida Department of State and authorize the County Administrator to execute. Option 2: Approve the Library's FY 2020-2022 Long -Range Plan. Option 3: Approve the Certification of Hours, Free Library Service, and Access to Material.*

**7. Diver's Education Program Agreement with Leon County Schools for Fiscal Year 2020**

*The Board approved Option 1: Approve the Agreement with Leon County Schools for Fiscal Year 2022 Leon County Expanded Driver's Education Program and authorize the County Administrator to execute. Option 2: Accept the Leon County School's Summary Report for School Year 2019 and Dori Slosberg Fund Proposals for School Year 2020.*

**8. PULLED - Program and Funding Agreements with the Council on Culture and Arts**

**9. PULLED - Medicaid Managed Care Supplemental Payment Program**

**10. Locally Funded Agreement Between Leon County and Florida Department of Transportation for the Design of the Miccosukee Road Bridge Replacement**

*The Board approved Option 1 - 3: 1) Approve the Locally Funded Agreement with the Florida Department of Transportation for the County to pay 25% of the design of the Miccosukee Road Bridge Replacement Project and authorize the County Administrator to execute. Option 2) Adopt the Resolution authorizing the Locally Fund Agreement for the*

*design of the Miccosukee Road Bridge Replacement Project and authorize the Chairman to execute. Option 3) Approve the Three-Party Escrow Agreement with the Florida Department of Transportation and Department of Financial Services to establish an escrow account for the Miccosukee Road Bridge Replacement Project and authorize the County Administrator to execute.*

**11. Resolution of Support for the Honorary Designation of the I-10 Interchange at U.S. 90/Mahan Drive in Leon County as the “Trooper William ‘Bill’ H. Dyer Memorial Interchange”**

*The Board approved Option 1: Adopt the Resolution of support for the honorary designation of the I-10 interchange at U.S. 90/Mahan Drive in Leon County as the “Trooper William ‘Bill’ H. Dyer Memorial Interchange”.*

**12. Hurricane Michael Housing Recovery Program Funding**

*The Board approved Option 1 & 2: Option 1) Approve the proposed Hurricane Housing Recovery Program Funding Agreement with the Florida Housing Finance Corporation and adopt the Associated Resolution and Budget Amendment request. Option 2) Approve the amended State housing Initiatives Partnership Local Housing Assistance Plan and adopt the associated Resolution.*

**13. PULLED – Community Human Services Partnership Agency FY 2020 Funding**

**14. PULLED – State of Florida Department of Health FY 2020 Public Health Contract**

**15. Proposed Revised Policy No. 02-5 “Tangible Personal Property Policy and Procedures”**

*The Board approved Option 1: Adopt the proposed revisions to Policy No. 02-5, Tangible Personal Property Policy and Procedures.*

**Status Reports**

- NONE

**consent items pulled for discussion – Items Pulled for Discussion (8, 9,13, and 14)**

**• ITEM 8 - Program Funding Agreements with the Council on Culture and Arts**

Commissioner Proctor requested this item be pulled for further discussion.

County Administrator Long introduced the item.

Commissioner Proctor commented on agricultural organizations. He asked for clarification regarding the eligibility criteria for Program and Cultural Grant Funding from COCA.

Kerri Post, Leon County Division of Tourism, explained the COCA facilities Cultural Organization basic eligibility. She highlighted attachment #1, where it outlined all eligibility criteria including that an organization be physically located in Tallahassee and be designated a tax-exempt nonprofit.

*Commissioner Proctor moved, duly seconded by Commissioner Desloge to approve Options 1 & 2:*

*1) Approve the one-year Program and Cultural Grant Funding Agreement with COCA for FY 2020 to include \$150,000 from general revenue and one-cent of Tourist Development Taxes. Option 2) Approve the Facilities Matching Grant Funding Agreement with COCA governing the ¼ cent of Tourist Development Tax collected in FY 2019 to be allocated in DY 2020 for the Facilities Matching Grant Program. The motion carried 7 -0.*

- **ITEM 9 – Medicaid Managed Care Supplemental Payment Program**

Commissioner Proctor requested this item be pulled for further discussion.

County Administrator Long introduced the item. He recognized Chief Abrams.

Chief Abrams responded that the current county policy provides how they handle collections for EMS fees. He noted the Medicaid and Medicare accounts are exempt from collections.

*Commissioner Proctor motioned, duly seconded by Commissioner Dozier, The Board approved Option 1 & 2:*

- 1) Authorize the County Administrator to execute all documents necessary to participate in the Medicaid Managed Care Supplemental Payment Program with the Agency for Health Care Administration, in a form approved by the County Attorney.*
  - 2) Option 2) Authorize the County Administrator to execute all documents necessary to participate in the Medicaid Managed Care Supplemental Payment Program with Managed Care Organizations.*
- The motion carried 7-0.*

- **ITEM 13 – Community Human Services Partnership Agency FY 2020 Funding**

Commissioner Proctor requested this item be pulled for further discussion.

County Administrator Long introduced the item.

Commissioner Proctor recalled the creation of a geographic-specific funding category to address issues experienced in the 32304-zip code and surrounding counties. He stated they needed a new category.

Commissioner Maddox recused himself from this item because his employer, Boys and Girls Club of the Big Bend, is a recipient of CHSP funds.

Commissioner Dozier commented on the categories and that the funding levels are set. This is just a review. She stated her concern for targeting just a single area.

County Administrator Long recalled the Board gave permission at the February meeting to send a letter to the CHSP Needs Assessment consultant asking for their evaluations to include specific analysis and recommendations to address the issues of poverty and illiteracy in the 32304 zip-code.

*Commissioner Proctor moved, duly seconded by Commissioner Desloge. The Board approved Options 1 & 2:*



*Option 1) Approve the FY 2020 funding allocation of \$1.3 million to the Community Human Service Partnership agencies.*

*Option 2) Authorize the County Administrator to execute agreements with the Community Human Service Partnership funded agencies in a form approved by the County Attorney. The motion carried 6-0. (Commissioner Maddox abstaining).*

- **ITEM 14 - State of Florida Department of Health FY 2020 Public Health Contract**

Commissioner Proctor requested this item be pulled for further discussion. He asked for clarification regarding the Health Department's role in providing primary care to residents.

Claudia Blackburn, Florida Department of Health – Leon County, shared that the Health Department is moving away from providing primary care as that role is being assumed by federally qualified health centers. She added that the Health Department is focused on providing “gap services” such as immunizations, STD services, and family planning.

Commissioner Proctor noted that with the Health Department's transition away from providing primary care, additional funding should be provided to support the federally qualified health centers. He suggested that the County pursue a Legislative appropriation to address access to primary care in the 32304 zip-code and surrounding communities.

*Commissioner Proctor moved, duly seconded by Commissioner Desloge. The Board approved Option 1: Approve the FY 2020 Agreement with the State of Florida Department of Health for state-mandated public Health services and authorize the County Administrator to execute. The motion carried 7-0.*

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

- Veronica Barrington, 6447 Mist Flower Road, addressed the Board on the Orange Meridian Placemaking project. She explained they have been an established business in the area since 2007. She expressed her concern regarding unlicensed businesses operating in the newly opened park.
- Commissioner Proctor asked his Commission Aide to meet with the Barrington's to address their concerns.

**General Business**

**16. 2019 Leon County Annual Report**

County Administrator Long, in accordance with Florida Statute, presented the County's 2019 Annual Report to the Board and citizens, which describes the state of the county, the performance of the County organization, and the progress of the previous year. He shared the Annual Report video and distributed copies of the Report to the Board. On behalf of all County employees, he thanked the Board for its clear, concise and continued leadership.

Commissioner Proctor expounded on the greatness of the report. He thanked County Administrator Long and staff on the accomplishments. He noted there was room for an increase Minority and Women's Business Enterprise (MWBE) businesses in the next fiscal year.

Commissioner Minor noted the magnitude of the report in which he is continually impressed by what is accomplished each year.

Commissioner Desloge reflected on the past and present budgets and commended the County Administrator and staff.

Chairman Jackson congratulated the County Administrator and staff for superior results.

*Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 1: Accept the 2019 Annual Report. The motion carried 6-0. (Commissioner Proctor out of chambers).*

**17. Consideration of a Resolution Encouraging the Elimination of Single-Use Plastic Straws and a County Policy Banning their use in County Operations and at County Events**

County Administrator Long introduced the item. He conveyed that the agenda item seeks Board consideration of a resolution encouraging businesses and individuals to eliminate the use of single-use plastics and consideration of a policy banning the sale and distribution of single-use plastic straws and Styrofoam in County operations and at County events.

**Public Comment:**

- Olivia Babis, 2416 Formosa Drive, spoke on the importance of plastic straws to those with disabilities.
- Thresa Wells, 1227 N ML King Jr. Blvd, League of Women Voters, acknowledged the Board for being versatile in looking for ways to reduce the use of single-use plastics in Leon County.
- John Hedrick, 1551 Cristóbal Drive, Leon County Democratic Party, read into record a resolution sharing his organization's support for a community-wide ban of single-use plastics except for plastic straws. He added, should the Board adopt a policy banning these items in County operations and at County events, that the policy be expanded to County vendors. He also recommended that a status report on the policy be brought back to the Board after one year.

Commissioner Dozier noted she would like to place focus on business education efforts providing straws on demand rather than eliminating the use of plastic straws totally. She expressed support in reviewing the impact of the Board's decision after one year.

Commissioner Minor acknowledged staff for the thorough work on the agenda item. However, he expressed concern regarding the possible impacts of eliminating plastic straws for the disabled community. He noted he would not like to adopt Option 1 or 2 and instead, adopt a Resolution to encourage businesses and individuals to limit the use of single-use plastics and to provide straws upon request only. He asked for further clarification.

Maggie Theriot, Director of the Office of Resource Stewardship, shared that plastic straws and other single-use plastic items are most commonly used during internal staff training classes and events rather than County events for members of the public.

Commissioner Proctor voiced his support for having a variety of options available to businesses and individuals.

Commissioner Lindley expressed apprehension with the County striding backwards from being a leader in limiting the use of single-use plastics.

*Commissioner Minor moved, duly seconded by Commissioner Desloge, approval of Option 1 as amended: Option 1) Adopt a resolution encouraging businesses, and individuals to eliminate the use of single-use plastics and to provide single-use plastic straws upon request only; and Option 2 as amended: Option 2) Adopt a policy providing single-use plastic straws upon request only and banning the sale and distribution of expanded polystyrene, Styrofoam, "in County operations and at County events. The motion carried 5-2. (Commissioner's Proctor and Lindley in opposition).*

**18. Approval to Issue an Invitation to Bid for the Exclusive Franchise to Provide Waste Collection Services in Unincorporated Leon County**

County Administrator Long introduced the item. He noted that the current contract for unincorporated area curbside waste collection services will expire in September 2020. This item seeks approval to begin the solicitation for the exclusive franchise, with the Board awarding a new Agreement to the lowest responsive and responsible bidder in December 2019. This proposed timeline will provide for a nine-month transition period.

*Commissioner Maddox moved, duly seconded by Commissioner Lindley, approval of Option 1: Approve the issuance of an Invitation to Bid for the exclusive franchise to provide waste collection services in unincorporated Leon County.*

Commissioner Dozier expressed her appreciation to staff for working to address the concerns of citizens.

Commissioner Proctor encouraged staff to work to ensure participation by minority businesses.

The motion carried 7-0.

**19. Bid Award for the Linene Woods Drainage Improvements Phase 1 Project**

County Administrator Long introduced the item. He conveyed this item seeks Board approval to award the bid for Phase 1 of the Linene Woods Drainage Improvements Project to Pyramid Excavation in the amount of \$386,975. The Crossdrain under John Hancock Drive will be replaced, and the drainage conveyance stabilized to reduce flooding and erosion associated with high runoff velocity in the natural channel.

*Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Option 1: Approve the bid award to Pyramid Excavation in the amount of \$386,975 for the Linene Woods Drainage Improvements Phase 1 Project and authorize the County Administrator to execute. The motion carried 7-0.*

**20. Consideration of a Resolution of Support for the Removal of Racially Restrictive Language in all Residential Recording Instruments**

County Administrator Long introduced the item. He conveyed this item seeks the Board's adoption requested by The Task Force for the Removal of Racially Restrictive Language

in all Residential Covenants in Tallahassee which expresses the Board's support for the work of the Task Force in their efforts to remove racially restrictive language in all residential recording instruments on real property in Leon County.

*Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Option 1: Adopt the proposed Resolution supporting the work of the Task Force in their efforts to remove racially restrictive language in all residential recording instruments on real property in Leon County. 7-0 motion carried.*

Commissioner Desloge clarified the impacts resulting from the resolution.

County Attorney Thiele responded that the resolution seeks the enactment of a statewide law to remove or redact the racially restrictive language.

Commissioner Dozier recommended they consider adding this issue to the Board's Legislative Priorities.

The motion carried 7-0.

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

Chairman Jackson reconvened the Board at 6:00 p.m. and the following public hearing was conducted.

#### **21. Second and Final Public Hearing for Adoption of the FY19/20 Final Millage Rates and Final Budgets**

Chairman Jackson announced the public hearing.

Chairman Jackson stated that this was the second of two required public hearings on the Leon County budget for FY2019/2020. He asked that anyone wishing to speak, complete a speaker card and submit it to the Clerk.

County Administrator Long read into record:

The proposed aggregate millage rate is 8.8144 mills which is 1.95% over the aggregate rolled back millage rate of 8.6459 mills. Ad valorem revenues will increase due to an upturn in property values and will be used to support the following: enhance the support of law enforcement including additional deputies and support personnel; sustaining a high level of countywide service delivery: sound fiscal planning to avoid fee increases for fire services, EMS, solid waste and a continued community investment in parks, greenways, roads and sidewalks.

He advised this seeks compliance with Florida Statutes; this item recommends conducting the second of two public hearings to adopt the FY19/20 final Millage rates and budgets. Maintaining the same millage rate for an eighth consecutive year, and the overall 4.02% increase in the budget, reflects the Board policy direction provided throughout the budget development process and the continuous efforts by staff to identify and implement significant cost avoidances and savings.

There were no speakers on this item.

Commissioner Maddox commended staff for all they do with the budget process.

*Commissioner Maddox moved, duly seconded by Commissioner Lindley, approval of Option 1: Adopt, via Resolution 19-29, the final FY19/20 Countywide millage rate of 8.3144 mills. The motion carried 7-0.*

*Commissioner Maddox moved, duly seconded by Commissioner Dozier, approval of Option 2: Adopt via Resolution 19-30, the final FY19/20 Countywide budget. The motion carried 7-0.*

*Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Option 3: Adopt, via Resolution 19-31, the final FY19/20 Emergency Medical Services MSTU millage rate of 0.5000 mills. The motion carried 7-0.*

*Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 4: Adopt, via Resolution 19-32, the final FY19/20 Emergency Medical Services MSTU budget. The motion carried 7-0.*

**CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS (3-minute limit per speaker; Commission may discuss issues that are brought forth by speakers.)**

- Thomas Wakefield Wilde, 3412 Derbyshire Court, inquired of the Board about adopting zoning regulations for adult businesses. His concern was the North Monroe, revitalized Lake Jackson and Lake Shore Drive areas.
- Sean Czernis, 2516 W. Lakeshore Drive, Tapestry Living Facility, recalled the construction of the recent Hustler Hollywood has negatively impacted the number of new residents at Tapestry.
- Dana Standridge, 888 Derbyshire Road, addressed the Board seeking zoning regulations for adult businesses. She also noted the crime rate rising on North Monroe Street.
- John Arnold, 406 Locksley Lane, asked that the Board adopt zoning regulations for adult businesses.
- Maria Stephens, 792 Litchfield Road, shared her stance on the escalating crime rate on North Monroe, opposed the Hustler Hollywood, and sought zoning restrictions.
- Lorell Dinges, 748 Eleazer Place, noted opposition of the Hustler Hollywood and asked that the Board consider zoning regulations.
- Tara Gardner, 3310 Robinhood Road, sought zoning regulations from the Board for the North Monroe area.
- Elena Joy Houghton, 3314 Robinhood Road, a youth citizen speaking against the Hustler Hollywood and asked the Board for zoning regulations.
- Dr. Edward Hollifield, 4032 Longleaf Court, expressed his opposition with the Purpose-Built Communities project.
- Jordan Scott, 2291 Hartsfield Way, discussed the zoning issues along North Monroe. He opposed businesses such as Walmart as per his opinion they have a negative impact to the communities along North Monroe Street.

Chairman Jackson inquired about the jurisdiction.

- County Attorney Thiele clarified they could draft an Ordinance and it would only apply for zoning purposes in the unincorporated areas. However, the citizens' concerns were specific to businesses within the City Limits.
- Commissioner Minor shared he met with citizens concerning the zoning of the Hustler Hollywood. He mentioned North Monroe is the gateway to Tallahassee. He expressed

concern that adult businesses will hinder future development of the area and recommended that the County adopt zoning to prevent further proliferation and encourage the City to adopt similar regulations. Commissioner Minor motioned to direct staff to come back with a prepared agenda item exploring legally sustainable options to limit the proliferation of adult entertainment businesses. It was seconded by Commissioner Desloge.

- Commissioner Lindley stated she was willing to go along with a motion and offered a friendly amendment to conduct an inventory of existing adult businesses and planned projects in the area along North Monroe Street. Commissioner Minor accepted. However, he shared it was important to move forward now.
- Commissioner Dozier encourages residents to work with the City to address their specific concerns. She expressed support for looking at the broader issues impacting the North Monroe corridor. She then offered a friendly amendment that the item contemplates bringing an agenda item before the Intergovernmental Agency. Commissioner Minor agreed to the amendment.
- Commissioner Desloge inquired whether the agenda item returning would offer options.
- Commissioner Proctor inquired about proposed road pairing of South Monroe Street. His stance was that they look at the entire Monroe Street and that they not be impartial to one end of the street.
- Commissioner Minor noted his stance that the issue of road paring be addressed separately.
- Commissioner Maddox stated that he could not support exploring limits to the proliferation of one type of business, but not others. He was in a favor of a resolution to support their decision. He noted he would like a holistic view.

*Commissioner Minor moved, duly seconded by Commissioner Desloge, to direct staff to prepare an agenda item exploring legally sustainable options to limit the proliferation of adult entertainment businesses and providing an inventory of projects in the North Monroe Corridor and an option to request that the Intergovernmental Agency consider advancing the implementation of the North Monroe Gateway project. The motion carried 5-2. (Commissioner's Maddox and Proctor in opposition).*

### **Comments/Discussion Items**

**County Attorney Thiele:** No items were discussed.

**County Administrator Long:** No items were discussed.

### **Commissioner Discussion Items**

#### **Commissioner Dozier:**

- Highlighted the anniversary of Hurricane Michael.
- Acknowledged the Office of Economic Vitality (OEV) for sponsoring the Hemp Summit and reflected on the possible impacts of the industry.



**Commissioner Minor:**

- Reflected on the press conference announcement for Purpose Built (Brooksville Community).

**Commissioner Proctor:**

- Requested County Administrator Long provide an update on the Washington Square Project.
  - County Administrator Long stated he had nothing to report but, would have staff reach out to the City for the most recent update.
- Shared that FAMU's Homecoming was October 5 and reflected on the amount of increased hotel room prices during home games for both FSU and FAMU. He felt the enormous price of rooms should be addressed.
- Announced that a meet and greet with professional boxer Floyd Mayweather Jr. is scheduled for Sunday, September 29 at the Moon.
  - *Commissioner Proctor moved, duly seconded by Commissioner Maddox, to present a proclamation at an offsite event in honor of Floyd Mayweather, Jr. The motion carried 7-0.*
- Asked for a resolution supporting the impeachment of the President of the United States. The motion died for a lack of a second.
- Acknowledged FAMU as 7<sup>th</sup> ranked HBCU in the nation and moving the university up two slots, keeping it among the top 10 HBCU's within the nation according to the 2020 U.S. News & World Report Best Colleges rankings.

**Commissioner Lindley:**

- Commended staff for their work on the Annual Report.

**Commissioner Maddox:**

- Recognized LaToya Davenport, as the new CEO of the Early Learning Coalition of the Big Bend Region.

**Vice Chairman Desloge:**

- Conveyed he had received several phone calls relating to event venues in the rural zoning district such as Pearl of the Wild. He confirmed with the County Administrator that staff would explore options to assist the various venues in ensuring they are compliant with County and State regulations.
- Acknowledged the superior effort continued in the Annual Report.

**Chairman Jackson:**

- Applauded the efforts of the Law Enforcement Community as it responded to a real community emergency in the Fort Braden Neighborhood which resulted in the local school going into lockdown until the situation was cleared.
- Expressed gratitude to staff for their dedication to the Annual Report.

**Receipt and File:**

- Canopy Community Development District Meeting Minutes from May 21, 2019, June 4, 2019 and July 9, 2019

**Adjourn:**

There being no further business to come before the Board, the meeting was adjourned at 7:20 p.m.

**LEON COUNTY, FLORIDA**

ATTEST:

BY: \_\_\_\_\_  
Jimbo Jackson, Chairman  
Board of County Commissioners

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



**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
WORKSHOP  
2020 State & Federal  
Legislative Priorities  
September 24, 2019**

The Leon County Board of County Commissioners met for a Workshop on the 2020 State & Federal Legislative Priorities on Tuesday, September 24, 2019 at 1:30 p.m.

Present were Chairman Nick Maddox, Vice Chairman Jimbo Jackson and Commissioners Mary Ann Lindley, Bryan Desloge, Rick Minor, Bill Proctor, and Kristen Dozier. Also present were County Administrator Vincent Long, County Attorney Herb Thiele and Clerk to the Board Beryl H. Wood.

Facilitator(s): Andy Johnson, Assistant to the County Administrator  
Nicki Paden, County Administrator Office, Management Analyst  
Jeff Sharkey and Taylor Beal, Capitol Alliance Group  
Sarah Vilms and Victoria Cram, Squire Patton Boggs

Vice – Chair Desloge introduced the workshop and presented Andy Johnson to make staff's presentation.

Mr. Johnson noted that the workshop is held annually to offer the Board an opportunity to develop its priorities for the upcoming legislative session. He indicated that the lobbying teams would provide the Board a synopsis of the upcoming state and federal legislative sessions. He shared that along with himself, Ms. Paden would provide an overview of ten legislative appropriation requests; fifteen projects for potential grant funding; five state-level legislative policy issues, and four federal policy issues proposed for the 2020 state and federal legislative sessions and the second session of the 116<sup>th</sup> Congress.

<b>Proposed Appropriations Request - State</b>	<b>Amount</b>	<b>Project Phase</b>
Backup Generator - Secondary Needs Shelter	\$300,000	Capital/Fixed Assets
Mitigation/Retrofit – Branch Libraries and Community Centers	\$1 million	Capital/Fixed Assets
Leon Works Expo and Junior Apprenticeship	\$100,000	Program Funding
Orchard Pond Greenway Trail, Phase II	\$350,000	Design/Permitting
Lake Henrietta Renovation	\$1.5 million	Design/Construction
Fords Arm/Lexington Tributary Restoration	\$1 million	Construction
Centerville Trace Septic-to-Sewer Project	\$1 million	Design/Permit/Land Acquisition
Harbinwood Estates Septic-to-Sewer Project	\$2.5 million	Design/Permit/Land Acquisition
Fred George Wetland Restoration	\$1 million	Construction

**PROJECTS RECOMMENDED FOR POTENTIAL GRANT FUNDING**

Mr. Johnson highlighted the County's success in recent years securing funds through the Florida Department of Transportation (FDOT) Five - Year Work Program, the Springs Restoration

Matching Grant Program administered by the Northwest Florida Water Management District (NFWFMD), and the Florida Department of Environmental Protection (FDEP). Additionally, he recommended continuing the County's successful strategy of pursuing grant funding where appropriate, which best aligns major County projects with the most likely sources of state funding. The grant projects presented to the Board for their approval were as follows:

Additional Proposed Appropriations Request		
Leon South Regional Water System	\$750,000	Design/Construction
Veterans Memorial Drive (CR 59) Bridge	\$530,000	Design/Construction
Capital Cascades Trail Segment 3 D RSF	\$5.1 million	Construction
Capital Circle Southwest	\$10 million	Construction
Woodville Highway (CC to Paul Russell)	\$29.7 million	Construction
Northeast Gateway (Welaunee Blvd./Sham)	\$4.3 million	Design
Orange Av Widening & Beautification	\$3.3 million	Design
Lake Lafayette St. Marks Regional Linear Park	\$750,000	Land Acquisition
St. Marks Headwater Greenway Trails	\$800,000	Construction
Williams Landing Improvements	\$450,000	Design & Construction
Coe Landing Improvements	\$200,000	Design & Construction
Fred George Greenway Boardwalk & Obs. Decks	\$650,000	Design & Construction
J. Lee Vause Park Boardwalk & Obs. Decks	\$650,000	Design & Construction
Hazard and Flood Mitigation Projects	\$TBD*	All Phases*

Nicki Paden, Management Analyst, relayed updates on State Legislative Policy Issues.

- Protection of the State Workforce - Support
- Local Option High Impact Tourist Development Tax- Support
- Amtrak Passenger Rail Restoration - Support
- Canopy Roads Protection – Oppose
- Relocation of the State Capital – Oppose
- Public Safety on College and University Campuses - Oppose
- Support Florida Association of Counties (FAC) Legislative Program - Support

Dr. Jeff Sharkey, Capital Alliance Group, provided remarks regarding the upcoming legislative session that will start 2 months earlier next year. He shared the regular session would start on January 14, 2020 and end on March 13, 2020. He added they are working quickly to get appropriations items moving. He noted there are 338 bills that have already been presented. He also noted that firearms bills would be highlighted again this year. Dr. Sharkey stated there was strong support for bills about carrying concealed weapons. He shared that Governor DeSantis has support for issues related to the environment, economy, education and health. These include water quality, hurricane preparedness, economic development issues, children's issues and mental health issues. He shared that they would continue promoting Leon County Works as a

top priority and how it meets requirements for the apprenticeship program. He noted the Governor strongly supports Career-Workforce Training and has allocated \$10 million in for apprenticeship programs.

### **Board Discussion**

Commissioner Lindley inquired about the Tourist Development Tax (TDT). Mr. Johnson responded there are a different number of tourist development taxes. He shared information regarding the high impact tax that is a one cent tax and that there around 15 counties in the state that are eligible. He noted the criteria is that you must be a larger county with high volume hotel bed night stays or transactions that are subject to the TDT or a smaller county that has a huge proportion of their taxable sales subject to TDT. He shared that Leon County was maxed out at five percent of TDT and if they can get authorization from the Legislature, they would be able to levy 6 cents of Tourist Development Tax. The Board would then have option for a super-majority vote to adopt.

Commissioner Maddox remarked on the jail population. He inquired was there anything addressing the mental health population in the jails on the state level and how they could look at more innovative ways to move them to the proper facilities.

Dr. Sharkey responded on the Criminal Justice Reform efforts for reducing felony amounts for those entering county jails and then onto the Department of Corrections. He stated there is some talk about training inside the fence. He noted it was detrimental to identify those individuals that may need mental health treatment while inside the fence without law enforcement and mental health professionals working together to decide who belongs behind bars versus who needs mental health attention.

Commissioner Minor inquired would the Florida Association of Counties (FAC) support the local option tourist development tax? Commissioner Maddox replied yes, FAC would be supporting.

Commissioner Dozier questioned Leon Works. She asked was their additional funding for the apprenticeship training to connect businesses.

Dr. Sharkey replied that there was a different apprenticeship program through high school, state and community colleges. He shared that it was formula driven and had been there for years. He recalled Governor DeSantis' recent push with apprenticeship with Career Source Florida. He noted that he had not seen any information coming from the City, Tallahassee Community College or Lively Technical College.

Commissioner Dozier added how Leon Works was unique and commented they are creating a demand for programs that may not fully exist because of funding. She inquired about additional policies that they could support so that the pipeline would exist clearly defined for businesses to place people. She noted in would be a compliment to their efforts and asked for additional information on apprenticeship.

Commissioner Dozier noted the work of the Florida Division of Emergency Management that has pushed out backlogged funds from 2014 and before for hurricanes and storms. She inquired of additional funding for Bike and Trails. She noted the statewide networks and was inquiring if other funding may be available.

Commissioner Minor commented on Riley House Museum and how they are not in line to receive funding and would request to add an additional appropriation for Florida African American Heritage Preservation in the amount of \$450,000. He added this appropriation would not impact

the other infrastructure projects. The Riley House Museum would receive 25% of the funding and it would retain the headquarters in Tallahassee which would result in an increase in tourism.

Commissioner Dozier inquired how have they dealt with other requests from partners in the past and wanted to be sure they position it in the right way.

County Administrator Long stated there is language that we have adopted each year that gives authority to support community projects that may line up with the Board's priorities.

Commissioner Desloge concurred with Commissioner Dozier. He was in favor of offering assistance for a state-wide funding request.

*Commissioner Minor moved, duly seconded by Commissioner Maddox to direct staff to include a request for \$450,000 from the Florida Legislature to support the Florida African American Historic Preservation Network (FAAHPN) resulting in a portion of the funding being allocated to the Riley Center Museum to administer the FAAHPN. The motion carried 7-0.*

Commissioner Proctor inquired about aid to assist the historical black colleges and universities on the federal level. He commented on Florida A & M University ranking 7 among historically black universities.

Sarah Vilms, Squire Patton Boggs, noted the long-standing grant program that has been protected by Congress for some time and has bipartisan support. However, she did note that with the Administration being less supportive in certain circumstances there is still an effort needed to make sure that program is fully funded. She recalled a situation with the University of Georgia where some of their grant funding was halted and they worked with Congress to receive funding and for their research to go forward. Victoria Cram, Squire Patton Boggs, shared they would be happy to get an update on the historical black colleges and universities.

Commissioner Proctor addressed his concerns of the 32304-zip code being one of the most impoverished in the State of Florida and inquired what opportunities are available to address poverty. He commended Florida State University on being ranked in the top 20 public universities and now ranked at number 18 in the nation. He inquired about educational incentives for the University. He also asked for support for student loan forgiveness/student debt for medical providers.

Dr. Sharkey noted the different levels of funding programs related to those topics. Sarah Vilms relayed they would provide a briefing on related topics.

Chairman Jackson voiced his continued support for the Teachers Loan Forgiveness Program that gives teachers loan forgiveness after 3 years for teaching in Title 1 Schools. He spoke of the Title 1 funding dealing with poverty and the 32304-zip code.

*Commissioner Lindley moved, duly seconded Commissioner Minor for approval of the 2020 State Priorities, as amended by the Board.*

Mr. Johnson announced the dates for the Annual Delegation Meeting with Senator Montford - October 28, 2019 at 5:30 p.m. and Community Legislative Dialogue Meeting - February 14, 2020 at 9:00 am -10:30 am.

The motion carried 7-0

Ms. Padon presented the three federal initiatives:

- Amtrak Passenger Rail Restoration

- Foreign Trade Zone Application
- Support the National Association of Counties (NACo) Legislative Program

Sarah Vilms, Victoria Cram, Square Patton Boggs, provided their insights on 4 items on the federal level:

- Continuing Resolution – that would continue to fund the Government through Nov. 21st
- Appropriations Outlook
- Waters of the USA
- Infrastructure Packages

Commissioner Minor inquired about Choice Neighborhood Grants. Mr. Johnson stated it was one of their priorities highlighted at last year's legislative session and since that time they have met with City, Housing Authority and all Affordable Housing Partners to work out how to best position themselves for an extremely competitive grant application process.

Commissioner Dozier commended the good work and the great dialogue shared. She recalled Amtrak and asked about adding it to the Southern Rail Commission. She inquired on which side is this request being made. She noted Florida should be a part of this effort. Mr. Johnson shared how it needs to be expressed as formal priority of the state. He responded the state legislature would need to act and formally join the Southern Rail Commission. They would then work with the Governor's Office and Florida Department of Transportation (FDOT). He shared they have held discussion with FDOT about restoration of passenger rail.

*Commissioner Dozier moved, duly seconded by Commissioner Lindley approval of Options 1-3 with the addition of lending support to any bills about disaster supplement funding after storms:*  
*Option 1: Approve the 2020 State and Federal Legislative Priorities, as amended by the Board.*

*Option 2: Authorize the County Administrator to extend the existing contract for state lobbying services with Capital Alliance Group, in a form approved by the County Attorney, for \$70,000 annually for an additional one-year term.*

*Option 3: Authorize the County Administrator to extend the existing contract for federal lobbying services with Squire Patton Boggs, in a form approved by the County Attorney, for \$100,000 annually for an additional one-year term.*

*The motion carried 7-0.*

**ADJOURN:**

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

**LEON COUNTY, FLORIDA**

ATTEST:

BY: \_\_\_\_\_  
Jimbo Jackson, Chairman  
Board of County Commissioners

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

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

# Leon County Board of County Commissioners

## Agenda Item #2

December 10, 2019

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

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

Herbert W.A. Thiele, County Attorney

**Title:** Request to Schedule First and Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 16, Article V, to Comply with Recent Florida Legislative Amendments for Wireless Technology in Rights-of-Way, for January 28, 2020, at 6:00 p.m.

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Brent Pell, Director of Public Works Charles Wu, County Engineer Emily Pepin, Assistant County Attorney

### Statement of Issue:

This item seeks the Board's approval to schedule the first and only Public Hearing to consider the adoption of an ordinance amending Chapter 16, Article V, to address recent Florida Legislative Amendments for Wireless Technology in Rights-of-Way, for January 28, 2020, at 6:00 p.m.

### Fiscal Impact:

This item has no fiscal impact; however, the proposed Ordinance eliminates the security fund requirement for non-dealers of communications services.

### Staff Recommendation:

Option #1: Schedule the first and only Public Hearing to consider adoption of an Ordinance amending Chapter 16, Article V, to comply with recent Florida Legislative amendments for Wireless Technology in Rights-of-Way (Attachment #1), for January 28, 2020, at 6:00 p.m.



Title: Request to Schedule First and Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 16, Article V, to Comply with Recent Florida Legislative Amendments for Wireless Technology in Rights-of-Way, for January 28, 2020, at 6:00 p.m.

December 10, 2019

Page 2

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## **Report and Discussion**

### **Background:**

This agenda item seeks Board approval to schedule the first and only Public Hearing to consider an Ordinance amending Chapter 16, Article V of the Leon County Code. This section regulates the placement of communications facilities and utility poles within the County's rights-of-way ("ROW").

In 2017, the Florida Legislature adopted the Advanced Wireless Infrastructure Deployment Act (AWIDA). The AWIDA grants wireless communications service providers and wireless infrastructure providers access to public ROW and utility poles owned by the County. Ultimately, the Board adopted Ordinance No. 17-20 thereby imposing reasonable restrictions and conditions on communications facilities and utility poles within the ROW.

In 2018, the Florida Legislature amended the AWIDA by adopting CS/HB 7087. That bill amended Section 202.24, Florida Statutes, to preempt a local government from levying or collecting a security fund from dealers of communications services. Accordingly, the Board adopted Ordinance No. 18-12 to comply with the 2018 Legislative changes.

In 2019, the Florida Legislature again amended the AWIDA by adopting Chapter 2019-131, Laws of Florida (CS/CS/CS SB 1000) (Attachment #2). This law made extensive changes, including:

- Established limitation on registration requirements;
- Exempts certain work on existing aerial wireline communications facilities;
- Mandates permitting review timelines for all communications facilities;
- Requires 60-day written notice for all changes to ROW rules and regulations;
- Exempts utility poles used to support small wireless facilities from local government regulation of placement of utility poles;
- Allows for judicial review instead of administrative review for appeals of permit denials;
- Specifies the types of financial instruments that a local government may require to secure a bond or letter of credit; and
- Allows a provider installing a micro wireless facility to provide a one-time letter attesting that such facilities comply with the statutory-mandated size limitations.

The proposed Ordinance (Attachment #1) amends Chapter 16, Article V to comply with the recent law changes. As of the drafting of this agenda item, no bills have been filed in the 2020 Legislative session to further amend the AWIDA.

Title: Request to Schedule First and Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 16, Article V, to Comply with Recent Florida Legislative Amendments for Wireless Technology in Rights-of-Way, for January 28, 2020, at 6:00 p.m.

December 10, 2019

Page 3

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**Analysis:**

Chapter 16, Article V is divided into three divisions. Division 1 contains regulations that are applicable to all communications facilities. Division 2 contains regulations that are applicable to at-grade and below-grade communications facilities, wireline communications facilities, and utility poles. Division 3 contains regulations for small wireless facilities and utility poles intended to support the collocation of small wireless facilities.

**Amendments to Division 1 – In General**

To remain consistent with the new State law, several definitions were amended. Further, a definition of “aerial wireline communications facility” was added to be able to distinguish easily between aerial wirelines and below-grade wirelines. The recent Legislative changes make this distinction important because certain activities dealing with aerial wireline communications facilities are now exempt from permitting, while below-grade wireline communications facilities are not exempt.

Registration requirements were amended to comply with the recent Legislative changes. The County may not require more information from the applicant than what is provided in the proposed Ordinance. Additionally, registration renewal may not be required any more frequently than every five years. Accordingly, the proposed Ordinance amends the Code to comply with the renewal limitation.

The appeals section was amended to allow an applicant to appeal a denial of a permit directly to a judicial court, as required with the law changes. Under the County’s current Code, an administrative appeal process is required before an applicant can go before a judicial court. The administrative appeals process remains in the proposed Ordinance for appeals of other types of denials, such as a registration denial or the suspension of a permit.

Local governments are now preempted from requiring a performance bond. In the proposed Ordinance, the performance bond requirement is amended to require a construction bond. The performance bond served as a guarantee of proper performance under the County’s Code, the timeliness and quality of construction, and the restoration of the ROW to the preconstruction condition. Under the new State law, the construction bond can only guarantee the restoration of the ROW to the preconstruction condition. The State law also requires local governments to accept the construction bond by a letter of credit or similar financial instrument from any financial institution authorized to do business within the United States, provided the institution accepts claims made by electronic means. The proposed Ordinance continues to allow a blanket construction bond of \$50,000. This option has been popular with communications services providers because it allows a provider to rely on their blanket bond on file with the County instead of seeking a bond for each project, which often only amounts to a couple thousand dollars.

The proposed Ordinance removes the security fund requirement. The security fund is a fund of \$10,000 that can be drawn upon by the County should an applicant fail to perform all duties required by the County’s Code. For example, if a communications provider fails to remove a

communications facility after abandoning it, the County could use the security fund to help pay for the removal of the abandoned facility. However, the security fund requirement was significantly limited by the 2018 Florida Legislature, which preempted local governments from requiring a security fund from “dealers of communications services.” Most entities seeking a permit to place a communications facility are “dealers of communications services.” Also, the construction bond covers the biggest risk the County encounters with communications facilities within the ROW: restoring the ROW to the preconstruction condition. As a result, the security fund no longer serves its intended purpose and should be removed.

Finally, the recent Legislative changes allow local governments to require pass-through providers to provide an annual notarized statement identifying the total number of linear miles of pass-through facilities within the ROW. This is important because the total number of miles determines the amount of fees owed to the County annually. As a reminder, a pass-through provider is a basically a communications services provider that does not remit communications services tax and has no end-user customers within the County. The proposed Ordinances adds the notarized statement as an annual requirement for all pass-through providers.

#### Amendments to Division 2 – At-Grade Facility, Below-Grade Facility, Wireline Facility, and Utility Pole Standards

In accordance with the recent State law changes, Division 2 is no longer applicable to all utility poles. Prior to the 2019 State law changes, local governments were required to treat utility poles used to collocate small wireless facilities the same as all other utility poles. Now, the State law exempts utility poles used for the collocation of small wireless facilities from most standards and provides favorable treatment, similar to a small wireless facility. As a result, the proposed Ordinance moves the requirements and standards for utility poles used for the collocation of small wireless facilities from Division 2 to Division 3.

Under the new State law, local governments are preempted from requiring a permit for certain work within the ROW. The proposed Ordinance adds language to clarify that these additional permit-except activities will be exempt from the County’s permitting process.

Additionally, the recent State law amended the timeframe for permit review for all communications facilities. Initially, only small wireless facilities were under a “shot clock” to approve or deny a permit application within 60 days of the receipt of an application, otherwise the permit is deemed approved. Now, all communications facilities are under this “shot clock.” The proposed Ordinance reflects this law change.

#### Amendments to Division 3 – Wireless Facility Standards

Division 3 is now applicable to utility poles that are used for the collocation of small wireless facilities. Regulations pertaining to these types of utility poles were moved from Division 2 to Division 3. Additionally, the recent law exempted additional activities from permits; therefore, the proposed Ordinance exempted these activities from the County’s permitting process.

Title: Request to Schedule First and Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 16, Article V, to Comply with Recent Florida Legislative Amendments for Wireless Technology in Rights-of-Way, for January 28, 2020, at 6:00 p.m.

December 10, 2019

Page 5

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#### Effective Date

The effective date of the Ordinance is 61 days after adoption. This delayed effective date allows the County to comply with the new notice requirement, which requires 60 days-notice to all registrants of any change to the regulations. If the proposed Ordinance is approved by the Board, staff will email a copy of the Ordinance to all registrants with the County. However, in reality, the County must comply with the State law, regardless of the status of the County's Ordinance.

#### Conclusion

Overall, the proposed Ordinance amends Chapter 16, Article V, to remain consistent with the 2019 amendments to the State law.

#### **Options:**

1. Schedule the first and only Public Hearing to consider adoption of an Ordinance amending Chapter 16, Article V, to comply with recent Florida Legislative amendments for Wireless Technology in Rights-of-Way (Attachment #1), for January 28, 2020, at 6:00 p.m.
2. Do not schedule the first and only Public Hearing to consider adoption of an Ordinance amending Chapter 16, Article V, to comply with recent Florida Legislative amendments for Wireless Technology in Rights-of-Way, for January 28, 2020, at 6:00 p.m.
3. Board direction.

#### **Recommendation:**

Option #1

#### Attachments:

1. Proposed Ordinance
2. Chapter 2019-131, Laws of Florida (CS/CS/CS SB 1000)

**LEON COUNTY ORDINANCE NO.**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 16, ARTICLE V OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, RELATING TO COMMUNICATIONS FACILITIES AND UTILITY POLES WITHIN THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

WHEREAS, this Ordinance promotes the public health, safety and general welfare by regulating the siting of communications facilities and utility poles within the public rights-of-way; and

WHEREAS, Section 337.401, *Florida Statutes*, addresses *inter alia*, the authority of local governments to regulate the placement and maintenance of communications facilities in the public rights-of-way; and

WHEREAS, on December 12, 2017, the Board of County Commissioners adopted Ordinance No. 2017-20, which created a new Article V of Chapter 16 of the Code of Laws of Leon County, entitled "Communications Facilities and Utility Poles within the Public Rights-of-Way"; and

WHEREAS, on June 19, 2018, the Board of County Commissioners adopted Ordinance No. 18-12 to amend Chapter 16, Article V, to comply with Chapter 2018-118, Laws of Florida (CS/HB 7087); and

WHEREAS, during the 2019 Legislative Session, the Legislature adopted Chapter 2019-131, Laws of Florida (CS/CS/CS SB1000), amending Section 334.401, *Florida Statutes*, in an extensive manner and providing further limitations and preemptions on local government regulation of communications facilities within public rights-of-ways; and

WHEREAS, the County's rights-of-way are essential for the travel of persons and the transport of goods throughout the County and are a unique and physically limited resource requiring proper management by the County in order to ensure public safety, maximize efficiency, minimize costs to County taxpayers for the foregoing uses, reasonably balance the potential inconvenience to and negative effects upon the public from the placement and maintenance of communications facilities in the rights-of-way against the substantial benefits that accrue from such placement and maintenance, and promote the public health, safety and general welfare; and

WHEREAS, the Board of County Commissioners desires to enact an ordinance amending Chapter 16, Article V of the Leon County Code of Laws, relating to communications facilities and utility poles within the public rights-of-way, to satisfy the above objectives.

1 NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY  
2 COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

3  
4 **Section 1. Amendments to Code.**

5  
6 Chapter 16, Article V of the Code of Laws of Leon County, Florida, is hereby amended to read  
7 as follows:

8  
9 **ARTICLE V. COMMUNICATIONS FACILITIES AND UTILITY POLES**  
10 **WITHIN THE PUBLIC RIGHTS-OF-WAY**

11  
12 **DIVISION 1. IN GENERAL**

13  
14 **Sec. 16-125. Intent, purpose and applicability.**

15  
16 (a) The county hereby declares as a legislative finding that the public rights-of-way within  
17 the county are a unique and physically limited resource that are critical to the travel and transport of  
18 persons and property within the county; that the public rights-of-way must be managed and controlled  
19 in a manner that enhances the health, safety and general welfare of the county and its citizens, and that  
20 the use and occupancy of the public rights-of-way by providers must be subject to regulation to ensure  
21 public safety, minimal inconvenience to the public, coordination of uses, maximization of available  
22 space, reduction of maintenance and costs to the public, and to facilitate entry of an optimal number of  
23 providers of cable, communications services, and other services in the public interest.

24  
25 (b) It is the intent of the county to promote the public health, safety and general welfare by  
26 providing for the placement or maintenance of communications facilities in the public rights-of-way;  
27 adopting and administering reasonable rules, regulations and general conditions not inconsistent with  
28 state and federal law, including F.S. § 337.401 as amended, and in accordance with the provisions of  
29 the Federal Telecommunications Act of 1996, as applicable, and other federal and state law;  
30 establishing reasonable rules, regulations and general conditions necessary to manage the placement  
31 and maintenance of communications facilities in the public rights-of-way by all providers; minimizing  
32 disruption to the public rights-of-way; and requiring the restoration of the public rights-of-way to the  
33 original condition.

34  
35 (c) This article shall apply to any person who seeks to transmit communications services or  
36 to construct, place, install, maintain or operate a communications facility or utility pole in the public  
37 rights-of-way, unless otherwise exempt by operation of applicable codes, ~~or state or federal laws or~~  
38 ~~regulations.~~

39  
40 (d) Persons seeking to place or maintain communications facilities on private property or  
41 other property to which the county, state, or federal government has a fee simple or leasehold interest  
42 in real property, outside of and exclusive of the public rights-of-way, located within the jurisdictional  
43 boundaries of the county, shall comply with the provisions of section 10-6.812 to the extent it applies.

44  
45 **Sec. 16-126. Authority to implement article.**

The County Administrator is authorized to adopt, modify, and repeal rules and regulations to carry out the intent and purposes of this article. Any such rules and regulations must be in writing, and registrants must be provided no less than 60 days advance written notice of any changes to the rules and regulations. A rights-of-way manual shall be developed by the county to outline engineering requirements and procedures for the placement and maintenance of communications facilities and utility poles within the public rights-of-way. This rights-of-way manual shall be separately approved and adopted by resolution of the Board of County Commissioners.

#### **Sec. 16-127. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Abandonment* or *abandoned* means the cessation of all uses of a communications facility or utility pole for a period of 180 or more consecutive days provided the term "abandonment" or "abandoned" does not include the cessation of all use of a communications facility within a physical structure where the physical structure continues to be used for some purpose or use accessory to the communications facility. By way of example, cessation of all use of a cable within a conduit, where the conduit continues to be used for some purpose or use accessory to the communications facility, shall not constitute abandonment of a communications facility. A wireless infrastructure provider's failure to have a wireless service provider provide service through a small wireless facility collocated on a utility pole within nine months after the application is approved in accordance with F.S. § 337.401(7)(j) shall constitute abandonment. The terms "abandonment" or "abandoned" is not intended to include a service drop from a potential or existing customer in the event the provider reasonably anticipates future use of the service drop.

*Abut*, when used in conjunction with a lot, parcel or public rights-of-way, means a lot, parcel or public rights-of-way that shares all or a part of a common lot line or boundary line with another lot, parcel or public rights-of-way.

*Adjacent properties* or *properties adjacent* means those lots or parcels that abut another lot, parcel or public rights-of-way that is contiguous to a communications facility site or proposed site and the lots, parcels or public rights-of-way that would be contiguous to lots, parcels or public rights-of-way but for an intervening public rights-of-way.

*Aerial wireline communications facility* means a communications facility that delivers, routes, receives, transmits, amplifies or distributes communications services through an aerial wire above ground.

*Antenna* means communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.

*Applicable codes* means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, and includes the National Electric

1 Safety Code and the 2017 edition of the Florida Department of Transportation Utility Accommodation  
2 Manual. ~~or local codes or ordinances adopted to implement F.S. § 337.401(7). The term “applicable~~  
3 ~~codes” includes objective design standards adopted by ordinance that may require a new utility pole~~  
4 ~~intended to support the collocation of a small wireless facility that replaces an existing pole to be of~~  
5 ~~substantially similar design, material and color or that may require reasonable spacing requirements~~  
6 ~~concerning the location of ground-mounted equipment.—The term “applicable codes” includes~~  
7 applicable local laws and regulations and applicable state and federal laws and regulations. ~~objective~~  
8 ~~design standards adopted by ordinance that may require a small wireless facility to meet reasonable~~  
9 ~~location context, color, stealth, and concealment requirements.~~

10  
11 *Applicant* means any person who submits an application to the county for an effective  
12 registration or a permit to place or maintain a communications facility or utility pole within the public  
13 rights-of-way.  
14

15 *As-built plans* means a set of drawings in a format as specified by the county engineer submitted  
16 by the applicant upon completion of a project which drawings reflect all changes to original plans made  
17 during the construction process, and show the exact dimensions, geometry and location of all elements  
18 of the work completed under the permit.  
19

20 *At-grade facility* means a communications facility, the structure of which is affixed to the  
21 ground at-grade with a portion of the structure extending vertically above grade. At-grade facilities  
22 may also, but need not necessarily, extend vertically below grade. Utility poles and ground-mounted  
23 equipment installed as part of a small wireless facility shall not be considered at-grade facilities.  
24

25 *Authority utility pole* means a utility pole owned by the county which is located within the  
26 public rights-of-way. The term "authority utility pole" does not include a private utility pole.  
27

28 *Below-grade facility* means a communications facility, including manholes or access points,  
29 that are entirely contained below-grade within the public rights-of-way. A below-grade facility is a type  
30 of wireline facility.  
31

32  
33 *Canopy road tree protection zones* shall have the meaning ascribed to it in section 10-1.101.  
34

35 *Code enforcement board* shall mean the county code enforcement board created by chapter 6,  
36 article II.  
37

38 *Collocation* or *collocate* means to install, mount, maintain, modify, operate, or replace one or  
39 more wireless facilities on, under, within, or adjacent to a utility pole. The term "collocation" or  
40 "collocate" does not include the installation of a new utility pole in the public rights-of-way.  
41

42 *Communications facility* means any tangible thing located in the public rights-of-way that may  
43 be used to deliver, route, receive, transmit, amplify or distribute communications services. Multiple  
44 cables, conduits, strands, or fibers located within same conduit shall be considered one communications  
45 facility. The term "communications facility" includes wireless facilities and wireline facilities.  
46



*Communications services* means the transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals, including video services, to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. The term "communications services" includes such transmission, conveyance, or routing in which computer processing applications are used to act on the form, code, or protocol of the content for purposes of transmission, conveyance, or routing without regard to whether such service is referred to as voice-over-internet-protocol services or is classified by the Federal Communications Commission as enhanced or value-added. Notwithstanding the foregoing, the term "communications services" does not include:

- (1) Information services;
- (2) Installation or maintenance of wiring or equipment on a customer's premises;
- (3) The sale or rental of tangible personal property;
- (4) The sale of advertising, including, but not limited to, directory advertising;
- (5) Bad check charges;
- (6) Late payment charges;
- (7) Billing and collection services; or
- (8) Internet access service, electronic mail service, electronic bulletin board service, or similar online computer services.

*Communications services provider* means any person providing communications services through the placement or maintenance of a communications facility in the public rights-of-way, including without limitation, wireline telecommunication providers and wireless service providers.

*Communications services tax* means the local tax authorized to be levied and collected by counties and municipalities upon communications services providers for communications services, pursuant to F.S. § 202.19, as amended.

*Consolidated permit application* means a single permit application that would otherwise require individual permit applications for the collocation of between two and 30 small wireless facilities on existing structures within the public rights-of-way.

*Construct or construction* means to construct, install, place, or excavate utility poles, communications facilities, utilities, facilities, or other physical structures on, above, within or under any part of the public rights-of-way.

*County Administrator* means the chief administrative officer of the county. The term "County Administrator" also includes designee.

*County engineer* means the licensed engineer designated by the Board of County Commissioners to furnish engineering assistance for the administration of these regulations. For the purposes of this article, the term "county engineer" shall also include designee.

*Development review committee* means the committee established in section 10-2.301.

1        *Existing structure* means a utility pole within the public rights-of-way that exists at the time an  
2 application to place a communications facility on that utility pole is filed with the county. The term  
3 "existing structure" includes repurposed structures. The term "existing structure" does not include at-  
4 grade facilities, below-grade facilities, or wireline facilities. An existing structure is not transformed  
5 into a communications facility by the collocation of a wireless facility.  
6

7        *Florida Building Code* means the Florida Building Code promulgated under F.S. ch. 553 and  
8 includes the Leon County amendments thereto, as both may be amended.  
9

10       *Graffiti* means any inscriptions, words, figures, paintings or other defacement that is written,  
11 marked, etched, scratched, sprayed, drawn, painted or engraved on or otherwise affixed to any  
12 communications facility whether or not authorized by the registrant of the communications facility. A  
13 wrap shall not be considered graffiti.  
14

15       *Homeowners' association (HOA)* means an incorporated entity in a subdivision, planned  
16 community or condominium development that makes rules for the properties within its jurisdiction and  
17 usually maintains and operates property owned by the HOA.  
18

19       *In the public rights-of-way* means across, above, within, on or under the public rights-of-way.  
20

21       *Lot* means a designated parcel of land established by plat, subdivision, or as otherwise permitted  
22 by law, to be used, developed, or built upon as a unit.  
23

24       *Micro wireless facility* means a small wireless facility having dimensions no larger than 24  
25 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer  
26 than 11 inches.  
27

28       *Parcel* means any piece of real property that has a single parcel identification number assigned  
29 to it by the county property appraiser.  
30

31       *Pass-through provider* means any person who places or maintains a communications facility in  
32 the public rights-of-way and who does not remit communications services tax. A person who does not  
33 remit communications services tax but pursuant to section 202.16(2) sells communications services for  
34 resale to a person who sells such services at retail or who integrates such services into communications  
35 services sold at retail is not a "pass-through provider."  
36

37       *Permit* means the public rights-of-way placement permit that must be obtained before a person  
38 may construct, place, install, or maintain communications facilities or utility poles in the public rights-  
39 of-way and shall include, but not be limited to, rights-of-way engineering and construction permits  
40 issued by the county engineer.  
41

42       *Person* means any natural person or corporation, business association or other business entity,  
43 including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or  
44 private agency of any kind, a utility, a successor or assign of any of the foregoing or any other legal  
45 entity and shall include the county to the extent the county acts as a communications services provider.  
46

1        *Place or maintain or placement or maintenance or placing or maintaining* means to erect,  
2 construct, install, extend, expand, remove, occupy, locate, relocate, or significantly alter the  
3 configuration of a communications facility or utility pole. A person who owns or exercises physical  
4 control to maintain and repair is placing or maintaining the communications facility or utility pole. A  
5 person providing service only through resale or only through use of a third person's communications  
6 facility is not placing or maintaining the communications facility through which such service is  
7 provided. The transmission and receipt of radio frequency signals through the airspace of the public  
8 rights-of-way does not constitute placing or maintaining a communications facility in the public rights-  
9 of-way.

10  
11        *Pole attachment* means any attachment of a communications facility by a provider to an existing  
12 structure within a public rights-of-way. The term "pole attachment" includes aerial wireline  
13 attachments that serve as wireline facilities.

14  
15        *Private utility pole* means a utility pole owned by a municipal electric utility, a utility pole used  
16 to support municipally-owned or operated electric distribution facilities, or a by a person other than the  
17 county within the public rights-of-way.

18  
19        *Provider* means a communications services provider, wireless infrastructure provider, or pass-  
20 through provider.

21  
22        *Public rights-of-way or rights-of-way* means land in which the county owns the fee or has an  
23 easement devoted to or required for use as a transportation facility and may lawfully grant access  
24 pursuant to applicable law, and includes the surface, the air space over the surface and the area below  
25 the surface of such rights-of-way. For the purposes of this definition, the term "transportation facility"  
26 means any means for the transportation of people or property from place to place which is constructed,  
27 operated, or maintained in whole or in part from public funds. The term "public rights-of-way" or  
28 "rights-of-way" do not include:

- 29  
30        (1) City, state, or federal rights-of-way unless the county has been properly delegated  
31 authority to issue permits for structures within those rights-of-way, unless prohibited by  
32 state or federal law;  
33  
34        (2) Platted utility easements that are not part of a dedicated public rights-of-way;  
35  
36        (3) Property owned by any person other than the county;  
37  
38        (4) Service entrances or driveways leading from the road or street onto adjacent property;  
39 or  
40  
41        (5) Any real or personal county property except as described above, and shall not include  
42 county buildings, fixtures, poles, conduits, facilities or other structures or  
43 improvements, regardless of whether they are situated in the public rights-of-way except  
44 as allowed by this article or applicable state or federal law.

45  
46        *Registrant* means any provider who has an effective registration with the county.

1  
2       *Registration* or *register* means the process described in this article whereby a provider provides  
3 certain information to the county by which it is determined whether the person will be eligible to place  
4 or maintain communications facilities in the public rights-of-way and to apply for permits, as required.  
5

6       *Repurposed structure* means an existing structure that has been renovated, reconfigured, or  
7 replaced with a similar structure so as to continue serving its primary existing purpose while also  
8 supporting the attachment of communications facilities that is approximately in the same location as  
9 the existing structure and in such a manner that does not result in a net increase in the number of utility  
10 poles located within the public rights-of-way and does not interfere with pedestrian or vehicular access,  
11 and is compliant with applicable codes. The term "repurposed structure" remains the property of the  
12 owner of the existing structure prior to the repurposing, unless ownership otherwise lawfully changes.  
13

14       *Residential block* means a lot or group of lots within land zoned R-1, R-2, R-3, R-4, R-5, RA,  
15 MR-1, RP or MH, as well as that zoned R, RC, UF, LP, LT, LTUF, OR-1, OR-2, OR-3, or BOR when  
16 used only for residential purposes, that abut or are adjacent or contiguous to a public rights-of-way.  
17

18       *Service drop* means the extension of a wireline facility from the public rights-of-way into a  
19 customer's private property for purposes of placing a service drop or extensions from the rights-of-way  
20 into a utility easement to provide service to a discrete identifiable customer or group of customers. ~~to~~  
21 ~~a lot or parcel located outside of the public rights-of-way.~~  
22

23       *Shroud* means a covering or enclosure of pole-mounted equipment associated with a small  
24 wireless facility.  
25

26       *Signage* means any display of characters, ornamentation, letters or other display, such as, but  
27 not limited to, a symbol, logo, picture, or other device used to attract attention, identify, advertise,  
28 announce, or to indicate directions, including the structure or frame used in the display. The term  
29 "signage" does not include identification of the owner and contact information of the communications  
30 facility or utility pole, or identification of wires, cables, etc. necessary to aid in safety or hazard work  
31 or maintenance or repair work of the communications facility.  
32  
33

34       *Small wireless facility* means a wireless facility that meets the following qualifications:  
35

- 36       (1) Each antenna associated with the facility is located inside an enclosure of no more than  
37 six cubic feet in volume or, in the case of antennas that have exposed elements, each  
38 antenna and all of its exposed elements could fit within an enclosure of no more than  
39 six cubic feet in volume; and  
40  
41       (2) All other wireless equipment associated with the facility is cumulatively no more than  
42 28 cubic feet in volume. The following types of associated ancillary equipment are not  
43 included in the calculation of equipment volume: electric meters; concealment elements;  
44 telecommunications demarcation boxes; ground-based enclosures; grounding  
45 equipment; power transfer switches; cutoff switches; vertical cable runs for the  
46 connection of power and other services, and utility poles or other support structures.

1  
2       *Surrounding neighborhood* means the area within a 500-foot radius of a communications  
3 facility site or proposed communications facility site.

4  
5       *Tree* shall have the meaning ascribed to it in section 10-1.101.

6  
7       *Tree removal* shall have the meaning ascribed to it in section 10-1.101.

8  
9       *Utility* means any person or entity that is a local exchange carrier or an electric, gas, water,  
10 steam or other public utility, and who owns or operates appurtenant facilities or equipment that are  
11 situated within the public rights-of-way for transmission of such utility's commodities or services.

12  
13       *Utility pole* means a pole or similar structure used in whole or in part to provide communications  
14 services or electric distribution, lighting, traffic control, Signage, or similar function. This term "utility  
15 pole" includes the vertical support structure for traffic lights, but does not include any horizontal  
16 structures upon which are attached signal lights or other traffic control devices and does not include  
17 any pole or similar structure 15 feet or less in height unless the county grants a waiver for such pole.

18  
19       *Wireless facility* means communications facility at a fixed location which enables wireless  
20 communications between user equipment and a communications network, including radio transceivers,  
21 antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup powers supplies, and  
22 comparable equipment, regardless of technological configuration, and equipment associated with  
23 wireless communication. The term "wireless facility" includes small wireless facilities. The term  
24 "wireless facility" does not include:

- 25  
26       (1)     The structure or improvements on, under, within, or adjacent to the structure on which  
27               the equipment is collocated;  
28  
29       (2)     Wireline backhaul facilities; or  
30  
31       (3)     Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is  
32               otherwise not immediately adjacent to or directly associated with a particular antenna.  
33

34       *Wireless infrastructure provider* means a person who has been certified under chapter 364, F.S.  
35 ~~by the governing federal or state agency~~ to provide communications services under chapter 610, F.S.  
36 to provide cable or video services in this state, or that person's affiliate, and who builds or installs  
37 wireless communication transmission equipment, wireless facilities, or wireless support structures but  
38 is not a wireless services provider.

39  
40       *Wireless services* means any services provided using licensed or unlicensed spectrum, whether  
41 at a fixed location or mobile, using wireless facilities.

42  
43       *Wireless services provider* means a person who provides wireless services. A wireless services  
44 provider is a type of communications services provider.

1        *Wireless support structure* means a freestanding structure, such as a monopole, a guyed or self-  
2 supporting tower, or another existing or proposed structure designed to support or capable of supporting  
3 wireless facilities. The term "wireless support structure" does not include a utility pole, pedestal, or  
4 other support structure for ground-based equipment not mounted on a utility pole and less than five feet  
5 in height.

6  
7        *Wireline facility* means an ~~wireline~~ aerial wireline facility or below-grade facility used to  
8 provide communications services. The term "wireline facility" includes wireline backhaul facilities  
9 associated with a wireless facility and coaxial or fiber-optic cable that is between wireless structures or  
10 utility poles or that is otherwise not immediately adjacent to or directly associated with a particular  
11 antenna of a wireless facility.

12  
13        *Wrap* means an aesthetic covering approved by the county depicting scenic imagery such as  
14 vegetation, which blends with the surrounding area. A wrap design may also be proposed by the  
15 applicant by requesting a waiver pursuant to section 16-204. Imagery in a wrap may not contain any  
16 signage.

17  
18 **Sec. 16-128. Registration.**

19  
20        (a) *Registration.* A provider that desires to place or maintain a communications facility,  
21 conduit, backhaul facility, or utility pole intended to support the collocation of a small wireless facility  
22 in the public rights-of-way shall register with the county public works department in accordance with  
23 this article.

24  
25        (b) *Content of registration.* Each applicant shall submit the following information and  
26 documentation:

- 27  
28        (1) The name of the applicant under which it will transact business in the county and, if  
29 different, in the state;  
30  
31        (2) The name, address, electronic mail address, and telephone number of the applicant's  
32 primary contact person and the person to contact in case of an emergency;  
33  
34        (3) A copy of the applicant's current certificate of authorization, public convenience and  
35 necessity, or other similar certification or license issued by the state public service  
36 commission, the state department of state, the Federal Communications Commission,  
37 or other federal authority; ~~and~~  
38  
39        (4) A statement of whether the applicant is a pass-through provider;  
40  
41        (5) The applicant's federal employer identification number; and  
42  
43        (64) Proof of the applicant's insurance coverage as required pursuant to section 16-136.

44  
45        (c) *County engineer review and approval.* Within 30 days after receipt of the information  
46 submitted by the applicant, the county engineer shall determine whether the application for registration

1 contains all information and documentation required and shall advise the applicant, in writing, whether  
2 the registration is effective or if any areas of deficiency need to be addressed. The applicant shall re-  
3 submit any deficient information and documentation within 30 days of the date of the notice of  
4 deficiency; otherwise, the registration shall be denied. A notice of deficiency or denial of registration  
5 shall not preclude an applicant from filing subsequent applications for registration under the provisions  
6 of this section. A denial of registration or renewal of registration may be appealed in accordance with  
7 the procedures set forth in section 16-135.

8  
9 (d) *No property right arises from registration.* A registration shall not convey any title,  
10 equitable or legal, to the registrant in the public rights-of-way. Registration under this article governs  
11 only the ability to apply for a permit, if applicable, and the ability to construct, place or maintain  
12 communications facilities in the public rights-of-way. Registration does not excuse a provider from  
13 obtaining necessary access or pole attachment agreements before locating its communications facilities  
14 in the public rights-of-way. Registration does not excuse a provider from complying with all applicable  
15 codes, ~~and state and federal laws and regulations.~~

16  
17 (e) *Registration is non-exclusive.* Registration does not in and of itself establish a right to  
18 place or maintain, or establish priority for the placement or maintenance of a communications facility  
19 in the public rights-of-way, but shall establish for the registrant a right to place or maintain a  
20 communications facility in the public rights-of-way, if such proposed activity does not require a permit  
21 by the county, or apply for a permit to place or maintain a communications facility in the public rights-  
22 of-way, if such proposed activity requires a permit by the county. Registrations are expressly subject  
23 to any further amendment to or replacement of this article and further subject to any additional county  
24 ordinances or regulations, as well as any state or federal laws that may be enacted.

25  
26 (f) *Cancellation.* A registrant may cancel a registration upon written notice to the county  
27 stating that it will no longer place or maintain any communications facilities in the public rights-of-  
28 way. A registrant shall not cancel a registration if the registrant continues to place or maintain any  
29 communications facilities in the public rights-of-way.

30  
31 (g) *Registration updates.* Within ~~390~~ days of any change in the information required to be  
32 submitted pursuant to subsection (b) of this section, a registrant shall provide updated information to  
33 the county.

34  
35 (h) *Registration renewal.* Each registrant shall renew its registration ~~by April 1 of years~~  
36 ~~ending in "0" or "5" (such as 2020, 2025, 2030, etc.)~~ every five years in accordance with the registration  
37 requirements of this article, as amended. Failure to renew a registration may result in the county  
38 restricting the issuance of additional permits until the provider has complied with the registration  
39 requirements of this article.

40  
41 (i) *Registration application fees.* No registration application fees shall be imposed for  
42 registration or renewal of registration under this article.

43  
44 (j) *Permits required of registrants.* In accordance with applicable codes, local laws and  
45 regulations, and state and federal laws and regulations, a permit shall be required of a provider that  
46 desires to place or maintain a communications facility in the public rights-of-way, unless otherwise

specifically exempted under this article. An effective registration shall be a condition precedent to or of obtaining a permit. Notwithstanding an effective registration, permitting requirements shall also apply. A permit may be obtained by or on behalf of a registrant having an effective registration if all permitting requirements are met. If a permit is submitted without an effective registration, the permit application shall be denied.

(k) *Compliance required.* A registrant shall at all times comply with and abide by all applicable codes, ~~local laws and regulations, and state and federal laws~~ in placing or maintaining a communications facility in the public rights-of-way. By submitting a registration, the applicant acknowledges that it has reviewed a copy of this article.

#### **Sec. 16-129. Notice of transfer, sale or assignment of assets in the public rights-of-way.**

(a) If a registrant transfers or assigns its registration incident to a sale or other transfer of the registrant's assets, the transferee, buyer or assignee shall be obligated to comply with the terms of this article. Written notice of any transfer, sale or assignment shall be provided to the county within 30 days of the effective date of the transfer, sale or assignment. Further, any such person to whom such transfer, sale or assignment has been made, must register with the county in accordance with this article and shall provide proof of insurance coverage in accordance with section 16-135, ~~a security fund in accordance with section 16-139,~~ and, if applicable, a performance construction bond in accordance with section 16-138.

(b) If permit applications are pending in the registrant's name, the transferee, buyer or assignee shall notify the county engineer that the transferee, buyer or assignee is the new registrant.

(c) A violation of the requirements of this section shall constitute a Code violation, and the registrant who is alleged to have violated any of the provisions of this section may be subject to the enforcement remedies set forth in sections 1-9 and 16-133.

#### **Sec. 16-130. Involuntary termination of registration.**

(a) *Involuntary termination.* The county engineer may terminate a registration if:

- (1) A federal or state authority suspends, denies, or revokes a registrant's certification or license required to provide communications services;
- (2) The registrant's placement or maintenance of a communications facility in the public rights-of-way presents an extraordinary danger to the general public or other users of the public rights-of-way and the registrant fails to remedy the danger promptly after receipt of written notice; or
- (3) The registrant performs substantive and material repetitive violations of any of the provisions of this article.

(b) *Notice of intent to terminate.* Prior to termination, the registrant shall be notified by the county engineer with a written notice setting forth all matters pertinent to the proposed termination



1 action, including the reason therefor. The registrant shall have 30 days after receipt of such notice to  
2 address or eliminate the reason or to present a plan, satisfactory to the county engineer, to accomplish  
3 the same. If the plan is rejected by the county engineer, the county engineer shall provide written notice  
4 of such rejection to the registrant within 30 days of receipt of the plan to the registrant and shall make  
5 a final determination as to termination of the registration and the terms and conditions relative thereto.  
6 A final determination to terminate a registration may be appealed in accordance with the procedures  
7 set forth in section 16-135.

8  
9 (c) *Post termination action.* In the event of termination, following any appeal period, the  
10 former registrant shall:

- 11  
12 (1) In accordance with the provisions of this article and as may otherwise be provided under  
13 state law, notify the county of the assumption or anticipated assumption by another  
14 registrant of ownership of the registrant's communications facilities in the public rights-  
15 of-way; or  
16  
17 (2) Provide the county with an acceptable plan for disposition of its communications  
18 facilities in the public rights-of-way. If a registrant fails to comply with this subsection,  
19 the communications facilities are deemed to be abandoned and the county may exercise  
20 any remedies or rights it has at law or in equity. In any event, a terminated registrant  
21 shall take such steps as are necessary to render safe every portion of the communications  
22 facilities remaining in the public rights-of-way.

23  
24 (d) *When removal not authorized or required.* In the event of the termination of a registration,  
25 this section does not authorize the county to cause the removal of communications facilities used to  
26 provide another service for which the registrant or another person who owns or exercises physical  
27 control over the communications facilities and holds a valid certification or license issued by the  
28 governing federal or state agency, if required, for the provision of such service, and is registered with  
29 the county, if required.

30  
31 **Sec. 16-131. Unregistered providers.**

32  
33 To the extent that a person with a communication facility in the public rights-of-way prior to or  
34 on the effective date of the ordinance from which this article is derived, is not registered as required in  
35 section 16-128, said person shall register with the county pursuant to section 16-128 within 90 days  
36 from the effective date of the ordinance from which this article is derived. After the 90 day registration  
37 window, the county may not issue any new permits to unregistered persons and such persons may be  
38 subject to the enforcement remedies set forth in sections 1-9 and 16-133.

39  
40 **Sec. 16-132. General permit conditions.**

41  
42 All providers shall comply with the following general permit conditions:

- 43  
44 (1) *Permit does not create a property right; areas where aboveground utilities are being*  
45 *placed underground.* A permit from the county constitutes authorization to undertake  
46 only certain activities in the public rights-of-way in accordance with this article, and

does not create a property right or grant authority to impinge upon the rights of others who may have an interest in the public rights-of-way, nor does it create a property right to maintain collocated wireless facilities on utility poles when such utility poles are being removed or relocated underground should the county adopt undergrounding requirements that prohibit above-ground structures in the public rights-of-way.

- (2) *Avoidance of physical interference, displacement, damage, destruction or prohibition of access to other facilities or utilities, endangerment of life and property.* A registrant shall not physically interfere with, displace, damage, destroy or prohibit access to any facilities or utilities, including, but not limited to, sewers, gas or water mains, storm drains, storm drainage lines, pipes, cables or conduits of the county or any other person's facilities or utilities lawfully occupying the public rights-of-way and shall not endanger the life or property of other persons.
- (3) *Coordination with other work in the public rights-of-way.* Upon request of the county, and as notified by the county of other work, construction, installation or repairs, a registrant shall coordinate placement or maintenance activities under a permit with any other work, construction, installation or repairs that may be occurring or is scheduled to occur within a reasonable time in the subject public rights-of-way, and the registrant may be required to reasonably alter its construction schedule as necessary so as to minimize disruptions and disturbance in the public rights-of-way.
- (4) *Restoration of public rights-of-way.* After the completion of any placement or maintenance work involving a communications facility in the public rights-of-way or each phase thereof, a registrant shall, at its own expense, restore the public rights-of-way to its existing condition prior to such work. If the registrant fails to make such restoration within 30 days, or such longer period of time as may be reasonably required under the circumstances, following the completion of such placement or maintenance work, the county may perform restoration and charge the costs of the restoration against the registrant's ~~performance~~ construction bond, ~~security fund~~, or in accordance with F.S. § 337.402, as amended. For one year following the original completion of the work, the registrant shall guarantee its restoration work and shall correct, at their sole expense, any restoration work that does not satisfy the requirements of this article.
- (5) *Maintenance in accordance with industry standards and applicable codes.* A registrant shall maintain its communications facilities in a manner consistent with accepted industry practice and applicable codes.
- (6) *Maintenance of facilities.* Each communications facility within the public rights-of-way, including any appurtenant features incorporated therewith under this article, shall be maintained in a neat and clean condition at all times. Specifically, but not without limiting the generality of the foregoing, each communications facility in the public rights-of-way shall be regularly maintained so that it is free of graffiti and is reasonably free of dirt, grease, rust, corrosion, and chipped, faded, peeling or cracked paint, finishes, or wraps which is visible from the public rights-of-way or surrounding neighborhood.

- (7) *Underground facility damage prevention and safety act.* In connection with excavation in the public rights-of-way, a registrant shall, where applicable, comply with the Underground Facility Damage Prevention and Safety Act set forth in F.S. ch. 556, as amended.
- (8) *Use of due caution.* Registrants shall use and exercise due caution, care and skill in performing work in the public rights-of-way and shall take all reasonable steps to safeguard work site areas, including, but not limited to, those safeguards set forth in chapter 33 of the Florida Building Code.
- (9) *No warranties or representations regarding fitness, suitability or availability of public rights-of-way.* The county makes no warranties or representations regarding the fitness, suitability, or availability of the public rights-of-way for the registrant's communications facilities. Any performance of work, costs incurred or services provided by the registrant shall be at the registrant's sole risk. Nothing in this article shall affect the county's authority to add, vacate or abandon its public rights-of-way, and the county makes no warranties or representations regarding the availability of any added, vacated or abandoned public rights-of-way for communications facilities.
- (10) *Right of inspection.* The county shall have the right to make such inspections of communications facilities placed or maintained in its public rights-of-way as it finds necessary.
- (11) *As-built plans and GPS coordinates.* Upon completion of work authorized by a permit, in the event that field work results in changes from the permit plans, the applicant shall furnish to the county as-built plans, at no cost to the county. This requirement shall be in addition to, and not in lieu of, any filings the registrant is required to make under the Underground Facility Damage Prevention and Safety Act set forth in F.S. ch. 556, as amended. The fact that such as-built plans are on file with the county shall in no way abrogate the duty of any person to comply with the aforesaid Underground Facility Damage Prevention and Safety Act when performing work in the public rights-of-way. Upon completion of work authorized by a permit for a utility pole or a small wireless facility, in the event that field work results in changes from the permit plans, the applicant shall furnish to the county the exact GPS coordinates of the utility pole or small wireless facility.
- (12) *Americans With Disabilities Act.* The placement and maintenance of all communications facilities shall comply with the Americans With Disabilities Act, 42 USC 12101 et seq., as amended, and regulations promulgated thereunder.
- (13) *Correction of harmful conditions.* If, at any time, the county reasonably determines that a communications facility is, or has caused a condition that is harmful to the health, safety or general welfare of any person, then the provider shall, at its own expense, correct or eliminate all such conditions after being provided reasonable notice. In an emergency, as determined by the county engineer, when the provider is not immediately

available or is unable to provide the necessary immediate repairs to any communications facility that is a threat to public safety, then the county shall have the right to remove, make repairs to or eliminate same with the total cost being charged to and paid for by the provider upon demand. ~~The county may charge the cost to the security fund set forth in section 16-139, if the provider fails to remit payment within 30 days of notification.~~

(14) *Remedy of hazardous conditions.* If, at any time, a condition exists that the county engineer reasonably determines is an emergency that is potentially hazardous or life threatening to any person or is a threat to the health or safety of the general public, and to remedy such condition the county reasonably determines that a provider must temporarily relocate or temporarily shut off service or transmissions through a specific communications facility, then the county, as an appropriate exercise of its police powers, may order the provider to immediately perform such temporary relocation or shut off until the condition has been remedied, and to do so at its own expense and without liability to or recourse against the county. In such an emergency, when the provider is not immediately available or is unable to provide the necessary immediate relocation or shut off of the specific communications facility, then the county shall have the right to perform, or cause to be performed, such temporary relocation or shut off until the condition has been remedied with the total cost being charged to and paid for by the provider upon demand. ~~The county may charge the cost to the security fund set forth in section 16-139, if the provider fails to remit payment within 30 days of notification.~~

(15) *Airport airspace protections.* A registrant shall comply with F.S. ch. 113, and all state and federal laws and regulations pertaining to airport airspace protections.

(16) *Permit errors.* The issuance of a permit shall not prevent the county engineer from thereafter requiring the correction of errors when in violation of this article.

(17) *Public records.* Any proprietary confidential business information obtained from a registrant in connection with a permit application shall be held confidential by the county to the extent required by F.S. § 202.195, as amended, provided the registrant so notifies the county which information is confidential in accordance with state law, including F.S. ch. 119.

(18) *Historic preservation zoning regulations.* A permit shall be denied for failure to comply with applicable historic preservation zoning regulations, including local, state and federal rules and regulations.

### **Sec. 16-133. General enforcement remedies.**

(a) A registrant's failure to comply with provisions of this article or a permit shall constitute a violation of this Code and may subject the registrant to termination of registration in accordance with the provisions of section 16-130, suspension or revocation of a permit under the provisions of section 16-134, and subject the registrant to a civil penalty in accordance with the provisions of section 1-9 or injunctive relief or as otherwise provided by law.

(b) In addition to any other rights or remedies available at law or equity or as otherwise provided in this article, the code enforcement board shall have enforcement jurisdiction, including the power to conduct hearings and impose fines in the event a provider violates any provision of this article or a permit pursuant to the procedures provided in chapter 6. ~~Any fines imposed by the code enforcement board may be recoverable from the security fund at the option of the county.~~ A final administrative order of the code enforcement board shall be appealed by writ of certiorari to the circuit court within 30 days following rendition of the order.

(c) Failure of the county to enforce any requirements of this article shall not constitute a waiver of the county's right to enforce a violation or subsequent violations of the same type or to seek appropriate enforcement remedies.

**Sec. 16-134. Enforcement of permit obligations; suspension and revocation of permits.**

(a) The county engineer may order the suspension of placement and maintenance work under a permit and ultimately may revoke any permit, in the event of a substantial breach of the terms and conditions of any applicable codes, ~~state or federal laws or regulations~~, or any condition of the permit. A substantial breach by the permittee may include, but is not limited to:

- (1) The violation of any material provision of the permit or applicable codes;
- (2) An evasion or attempt to evade any material provision of the permit or the perpetration or attempt to perpetrate any fraud or deceit upon the county;
- (3) Any material misrepresentation of fact in the process of permittee's request for a permit or registration;
- (4) The failure to maintain the required ~~performance~~ construction bond, ~~security fund~~ or insurance;
- (5) The failure to properly restore the public rights-of-way;
- (6) The failure to comply within the specified time with an order issued by the county engineer to correct a harmful condition or remedy a hazardous situation;
- (7) The failure to comply with a stop work order issued by the county engineer;
- (8) The failure to register, renew registration, or provide notice of transfer in accordance with section 16-129;
- (9) The failure to relocate or remove facilities pursuant to this article and F.S. ch 337, as amended; or
- (10) Conducting work in the public rights-of-way without a permit, if required.

(b) If the county engineer determines that the permittee has committed a substantial breach of a term or condition of the permit or this article, the county engineer shall make a written demand upon the permittee to remedy such violation. The demand shall state that the continued violation may be cause for suspension or revocation of the permit. Further, the county engineer, at his discretion, may impose additional or revised permit conditions on the permit following a substantial breach.

(c) Within 30 days of receiving notification of the breach, the permittee shall contact the county engineer with a plan, acceptable to the county engineer, for its correction or shall submit a statement as to why a substantial breach has not occurred. The county shall provide additional time as reasonably necessary for a permittee to establish a plan acceptable to the county engineer taking into account the nature and scope of the alleged breach. The permittee's failure to contact the county engineer, the permittee's failure to submit an acceptable plan, or the permittee's failure to reasonably implement the approved plan, shall be cause for suspension or revocation of the permit. A final determination to suspend or revoke a permit may be appealed in accordance with the procedures set forth in section 16-135.

(d) If a permit is revoked, the permittee shall reimburse the county for the county's reasonable costs, including restoration costs, administrative costs, attorney's fees, and the cost of collection. ~~The county may charge the costs and/or fees to the security fund set forth in section 16-139, if the provider fails to remit payment within 30 days of notification.~~

(e) The county engineer may cause an immediate stop work order where the permittee's construction, placement or maintenance poses a serious threat to the health, safety or welfare of the public until such time as such serious threat has been abated.

#### **Sec. 16-135. Appeals.**

(a) An applicant may appeal the denial of a permit to place or maintain a communications facility or utility pole used to support a small wireless facility in a court of competent jurisdiction. At the option of the applicant, the applicant may file an administrative appeal as provided in subsection (d).

~~(a)~~ (b) The following final determinations by the county are subject to appeal as provided in this subsection (d):

- (1) Denial of an initial registration or registration renewal;
- (2) Involuntarily termination of a registration;
- (3) Suspension or revocation of a permit; and
- ~~(4) The issuance of a notice of withdraw from the security fund;~~
- ~~(5) Denial of a permit to place or maintain a communications facility or utility pole in the public rights-of-way; and~~

1           (~~6~~4) Denial of a request for waiver.

2  
3           (~~b~~c) As used in this section, the term "party" or "parties" means the county engineer or County  
4 Administrator and the applicant challenging a decision made by the county.

5  
6           (~~e~~d) Administrative hearing. A decision subject to appeal may be appealed by the applicant  
7 within 30 days of the date of the decision by timely filing a petition. Petitions shall be made, in writing,  
8 and directed to the public works director, and shall include the decision which is the subject of the  
9 appeal and a description of the facts upon which the decision is challenged and any argument in support  
10 thereof. Failure to file a petition within 30 days is jurisdictional and will result in a waiver of an  
11 administrative hearing. If contested, all determinations on the timeliness of the filing of a petition shall  
12 be made by the special master or administrative law judge.

13  
14           (~~d~~1) The Board of County Commissioners shall appoint and retain a special master or shall  
15 contract with the state division of administrative hearings for an administrative law  
16 judge to conduct quasi-judicial proceedings regarding appeals. Each special master shall  
17 be a licensed attorney with the state bar who has practiced law in Florida for at least five  
18 years. Any special master conducting quasi-judicial proceedings pursuant to this section  
19 shall have the powers of special masters enumerated in F.S. § 120.569(2)(f), as well as  
20 to issue other orders regarding the conduct of the proceedings.

21  
22           (~~e~~2) All administrative hearings shall be commenced within 90 days of the date the petition  
23 was filed. Requests for continuance by any party may be granted for good cause shown.  
24 To the maximum extent practicable, the hearings shall be informal. The parties shall  
25 have the opportunity to respond, to present evidence and argument on all issues which  
26 are the subject of the appeal, and to conduct cross-examination and submit rebuttal  
27 evidence. During cross examination of witnesses, questioning shall be confined as  
28 closely as possible to the scope of direct testimony. The special master or administrative  
29 law judge may call and question witnesses or request additional evidence as he deems  
30 necessary and appropriate. To that end, if during the hearing the special master or  
31 administrative law judge believes that any facts, claims, or allegations necessitate  
32 review and response by any party, then the special master or administrative law judge  
33 may order the hearing continued until a date certain, but no longer than 15 days. The  
34 special master or administrative law judge shall decide all questions of procedure.

35  
36           (~~f~~3) Any party may move for a summary final order when there is no genuine issue as to any  
37 material fact. A summary final order shall be rendered if the special master or  
38 administrative law judge determines from the pleadings, depositions, answers to  
39 interrogatories, and admissions on file, together with affidavits, if any, that no genuine  
40 issue as to any material fact exists and that the moving party is entitled as a matter of  
41 law to the entry of a final order. A summary final order shall consist of written findings  
42 of fact, conclusions of law, and a recommendation to approve, approve with conditions,  
43 or deny the decision subject to appeal.

44  
45           (~~g~~4) Findings of fact shall be based upon a preponderance of the evidence and shall be based  
46 exclusively on the evidence of record and on matters officially recognized.

- (h5) The special master or administrative law judge shall render a recommended order on the application to the Board of County Commissioners within 30 calendar days after the hearing concludes, unless the parties waive the time requirement. The recommended order shall contain written findings of fact, conclusions of law, and a recommendation to approve, approve with conditions, or deny the decision subject to appeal. A copy of the recommended order shall be served on the parties. Service of copies may be made by electronic communication. The parties shall have ten days from the date of the recommended order is served to file specific, written exceptions to the recommended order with the clerk of the Board of County Commissioners. Exceptions shall include appropriate references to the record before the special master or administrative law judge.
- (i6) Unless the parties waive the time requirement, the hearing by the Board of County Commissioners will commence no later than 60 days from the date of receipt of the recommended order and record of the decision being reviewed or the next regularly scheduled board meeting, whichever is later. The record before the board shall consist of the complete record of the proceedings before the special master or administrative law judge. The hearing before the Board of County Commissioners shall be limited to matters of record, and arguments based on the record. No new evidence shall be presented to the board at the hearing. The parties shall be limited to a total of 20 minutes to present his argument. For good cause shown the chairman may grant additional time. The board shall also receive public comment. At the conclusion of the hearing, the board shall render a decision approving, approving with conditions, or denying the decision subject to appeal. The board is bound by the special master's or administrative law judge's findings of fact unless the findings of fact are not supported by competent substantial evidence in the record before the special master or administrative law judge. The board may modify the conclusions of law if it finds that the special master's or administrative law judge's application or interpretation of law is erroneous. The board may make reasonable legal interpretations of this Code without regard to whether the special master's or administrative law judge's interpretation is labeled as a finding of fact or a conclusion of law. The board's final decision must be reduced to writing, including the findings of fact and conclusions of law, and is not considered rendered or final until officially date-stamped by the clerk of the Board of County Commissioners.
- (j7) An applicant may challenge the decision of the board by filing a petition for writ of certiorari in circuit court no later than 30 days following rendition of the board's decision, or in any court having jurisdiction.

#### **Sec. 16-136. Insurance.**

(a) *General.* A registrant shall provide, pay for and maintain satisfactory to the county the types of insurance described herein. All liability policies required under this section shall be procured from responsible companies duly authorized to do business in the state and having an A.M. Best A-VII or better rating. All liability policies shall provide that the county is an additional insured as to the activities under this article. The required coverages must be evidenced by properly executed certificates



1 of insurance forms. The certificates must be signed by the authorized representative of the insurance  
2 company and shall be filed and maintained with the county annually. Thirty days advance written notice  
3 by registered, certified or regular mail or electronic mail, as determined by the county, must be given  
4 to the county's risk manager of any cancellation, intent not to renew or reduction in the policy  
5 coverages, with the exception of non-payment of premiums in which case notice shall be provided  
6 within 30 days of such non-payment. The insurance requirements may be satisfied by evidence of self-  
7 insurance or other types of insurance acceptable to the county.

8  
9 (b) *Insurance coverage and limits of insurance coverage.* The insurance coverage and limits  
10 of coverage of insurance required shall be not less than the following:

- 11  
12 (1) *Worker's compensation and employer's liability insurance.* State statutory requirements.  
13  
14 (2) *Comprehensive general liability.* Commercial general liability occurrence form,  
15 including premises/operations, independent contractor's contractual liability,  
16 product/completed operations; X, C, U coverage; and personal injury coverage for limits  
17 of no less than \$1,000,000.00 per occurrence, combined single limit and \$2,000,000.00  
18 in the aggregate.  
19  
20 (3) *Commercial automobile liability.* Commercial automobile liability coverage for all  
21 owned, non-owned and hired vehicles involved in operations under this article shall be  
22 maintained in accordance with Florida statutory requirements.  
23  
24 (4) *Commercial excess or umbrella liability.* Commercial excess or umbrella liability  
25 coverage may be used in combination with primary coverage to achieve the required  
26 limits of liability.  
27

28 (c) *Proof of insurance.* Upon applying for registration, the registrant shall submit to the  
29 county proof that it has obtained the insurance required under this section, including a certificate of  
30 insurance signed by an authorized representative of the insurance company.  
31

32 (d) *Authority to increase or decrease policy limits.* The county shall have the authority to  
33 reasonably increase or decrease the policy limits set forth above and shall provide each registrant with  
34 at least 30 days advance written notice of such change. Within 30 days from receipt of a notice to  
35 increase its policy limits, the registrant shall submit to the county proof of such increased coverage.  
36

37 (e) *Duration.* The coverage provided herein shall be maintained at all times during the use or  
38 occupancy of the public rights-of-way, including any time during placement or maintenance of  
39 communications facilities.  
40

41 (f) *Failure to maintain required coverage.* Failure to maintain all the required insurance  
42 coverage may subject the applicant to the enforcement remedies set forth in sections 1-9, 16-133 and  
43 16-134.  
44

45 **Sec. 16-137. Indemnification.**  
46

1 (a) By reason of the acceptance of a registration or the issuance of a permit under this article,  
2 the county does not assume any liability for injuries to persons, damage to property, or loss of service  
3 claims by parties other than the applicant or the county or for claims or penalties of any sort resulting  
4 from the construction, presence, placement, installation, maintenance, repair or operation of  
5 communications facilities or utility poles by applicants or agents of applicants.

6  
7 (b) An applicant shall defend, indemnify, and hold the county whole and harmless from all  
8 costs, liabilities, and claims for damages of any kind caused by the applicant arising out of the  
9 construction, presence, placement, installation, maintenance, repair or operation of its communications  
10 facilities or utility poles, whether any act or omission complained of is authorized, allowed, or  
11 prohibited by a permit, inspection of plans or work by the county, ~~except to the extent that such claims~~  
12 ~~are caused by the sole negligence of the county.~~ This section is not, as to third parties, a waiver of any  
13 defense or immunity otherwise available to the applicant or to the county; and the applicant, in  
14 defending any action on behalf of the county, shall be entitled to assert in any action every defense or  
15 immunity that the county could assert in its own behalf. The provisions of this section include, but are  
16 not limited to, the county's reasonable attorney's fees incurred in defending against any such claim, suit  
17 or proceeding.

18  
19 (c) The county agrees to notify the applicant, in writing, within 30 days of the county  
20 receiving notice, of any issue it determines may require indemnification.

21  
22 (d) This indemnification obligation is not limited in any way by a limitation of the amount  
23 or type of damages or compensation payable by or for the applicant under workers' compensation,  
24 disability or other employee benefit acts, or the acceptance of insurance certificates required under this  
25 article, or the terms, applicability or limitations of any insurance held by the applicant.

26  
27 (e) The applicant shall investigate, handle, respond to, provide defense for, and defend any  
28 such claims at its sole expense and shall bear all other costs and expenses related thereto even if the  
29 claim is groundless, false or fraudulent and if called upon by the county. The applicant shall assume  
30 and defend not only itself but also the county in connection with any such claims and any such defenses  
31 shall be at no cost or expense whatsoever to the county and selection of counsel shall be subject to  
32 county approval. However, in the county's sole discretion, the county shall retain the right to select  
33 counsel of its own choosing and at its own expense. The county shall not settle or compromise any  
34 matter for which an applicant is obligated to indemnify without the prior written consent of the  
35 applicant. Such consent shall not be unreasonably withheld.

36  
37 (f) The county does not and shall not waive any rights against the applicant which it may  
38 have by reason of this indemnification, or because of the acceptance by, or the applicant's deposit with  
39 the county of any of the insurance policies required by this article for registration.

40  
41 (g) This indemnification by the applicant shall apply to all damages and claims for damages  
42 of any kind suffered regardless of whether such insurance policies shall have been determined to be  
43 applicable to any such damages or claims for damages.

1 (h) Nothing contained in this section shall be construed or interpreted as denying to either  
2 party any remedy or defense available to such party under the laws of the state or as a waiver of  
3 sovereign immunity beyond the waiver provided in F.S. § 768.28, as amended.  
4

5 (i) The indemnification requirements under this section and this article shall survive and be  
6 in full force and effect after the termination, cancellation, or expiration of a registration or permit.  
7

8 **Sec. 16-138. Performance Construction bond.**  
9

10 (a) Prior to issuance of any permit in accordance with this article, the registrant shall be  
11 required to obtain, pay for, and file with the county a performance construction bond. The performance  
12 construction bond shall serve to guarantee ~~proper performance under the requirements of this article~~  
13 ~~and the permit, the timeliness and quality of the construction and the~~ restoration of the county's public  
14 rights-of-way to the preconstruction condition, and to secure, and enable the county to recover, all costs  
15 related to the restoration of the public rights-of-way in the event the registrant fails to make such  
16 restoration to the county's satisfaction or causes damage to the public rights-of-way during  
17 construction. The performance construction bond must name the county as obligee and be conditioned  
18 upon the full and faithful compliance by the registrant with all requirements, duties, and obligations  
19 ~~imposed by the permit and provisions of this article during and through completion of the placement~~  
20 ~~or maintenance project~~ restoration of the public rights-of-way to the preconstruction condition. The  
21 performance construction bond shall be in a form ~~acceptable to the county~~ of a letter of credit or similar  
22 financial instrument and must be issued by a ~~surety having an A.M. Best A VII rating or better and~~  
23 ~~duly~~ financial institution authorized to do business in the ~~state~~ United States, provided the financial  
24 institution accepts claims made by electronic means, including facsimile. The performance construction  
25 bond shall be in the face amount of the total estimated costs of the restoration of the public rights-of-  
26 way. ~~No performance bond is required if the estimated costs of the restoration of the public rights of~~  
27 ~~way is less than \$2,500.00 provided the registrant has a fully replenished security fund with the county,~~  
28 ~~if required pursuant to section 16-139.~~  
29

30 (b) The performance construction bond must be issued as non-cancelable and be for a term  
31 of not less than ~~90 days~~ one year after the anticipated date of completion of construction, restoration  
32 and county inspection. In the event the term of any construction bond expires, or is reasonably expected  
33 to expire, prior to ~~90 days~~ one year after the completion of construction, restoration and county  
34 inspection, the provider shall immediately obtain, pay for, and file with the county a replacement  
35 performance construction bond.  
36

37 (c) A registrant may add the county to any existing bond, insurance policy, or other relevant  
38 financial instrument provided that such financial institution or insurance company consents to venue in  
39 Leon County, Florida.  
40

41 (ed) In lieu of providing a performance construction bond for each permit, the registrant may  
42 provide the county with a blanket performance construction bond of no less than \$50,000.00 to meet  
43 the requirements of this section, provided the total estimated costs of the restoration of the public rights-  
44 of-way does not exceed \$50,000.00. If a blanket performance bond was provided by a registrant to the  
45 County prior to the effective date of this ordinance, the County shall consider it a blanket construction  
46 bond for the purposes of complying with this article. At the registrant's option, the registrant may

cancel its existing blanket performance bond and submit a blanket construction bond consistent with this section.

(de) The county's right to recover under the ~~performance~~ construction bond shall be in addition to all other rights of the county, whether reserved in this article, or authorized by other law, and no action, proceeding or exercise of a right with respect to the ~~performance~~ construction bond will affect or preclude any other right the county may have. Any proceeds recovered under the ~~performance~~ construction bond may be used to reimburse the county for such additional expenses as may be incurred by the county as a result of the failure of the registrant to comply with the responsibilities imposed by this article, including, but not limited to, attorney's fees and costs of any action or proceeding.

#### **Sec. 16-139. ~~Security fund.~~ Reserved.**

~~(a) — Prior to occupying or using the public rights of way, the registrant shall be required to file with the county a security fund in the form of cash deposit or irrevocable letter of credit in the sum of \$10,000.00 conditioned on the full and faithful performance by the registrant of all requirements, duties and obligations imposed upon the registrant by the provisions of this article, including requirements to restore the public rights of way, to remove any abandoned communications facilities, and to avoid damage to other utilities and facilities within the public rights of way. Any cash deposit shall be held in a separate, non-interest bearing account. The letter of credit shall be issued a form and issued by a financial institution acceptable to the county. A security fund may be submitted to the county at the time of registration.~~

~~(b) — Prior to drawing from the security fund, the county shall notify the registrant of the reason for such withdraw and provide the registrant no less than 30 days to make payment or to object to such withdraw. If the registrant objects, the registrant may appeal the county's notice of withdraw pursuant to section 16-135.~~

~~(c) — Should the county draw upon the security fund, it shall promptly notify provider, and the provider shall promptly restore the cash deposit or letter of credit to the full amount. The security fund shall be maintained until the later of:~~

~~(1) — The effective date of transfer, sale or assignment by the provider of all of its communications facilities in the public rights of way;~~

~~(2) — Twelve months after the removal or abandonment by the provider of all of its communications facilities and/or utility poles in the public rights of way; or~~

~~(3) — Six months after the termination of registration, including any appeals undertaken. Upon the later of these events, the cash deposit will be returned without interest or the letter of credit may be canceled.~~

~~(d) — In the event a provider fails to perform any requirement, duty or obligation imposed upon it by the provisions of this article, there shall be recoverable, jointly and severally from the security fund, any damages or loss suffered by the county as a result, including the full amount of any compensation, indemnification, or cost of removal, relocation or abandonment of any communications~~

1 facilities in the public rights-of-way, plus reasonable attorney's fees, up to the full amount of the  
2 security fund.

3  
4 ~~(e) This section shall not apply to dealers of communications services, as defined in F.S. ch.~~  
5 ~~202.~~

6  
7 **Sec. 16-140. Abandonment of a communications facility or utility pole.**  
8

9 (a) Upon determination by a person that one or more of its communications facilities or utility  
10 poles in the public rights-of-way is to be abandoned, the person shall notify the county no later than  
11 180 days from such determination, or no later than 30 days following such abandonment, whichever is  
12 sooner.

13  
14 (b) The county shall provide written notice to a person if, upon independent evaluation, the  
15 county reasonably believes a communications facility or utility pole is abandoned. The written notice  
16 shall provide the person no less than 30 days to either verify that the communications facility or utility  
17 pole is not abandoned or to remove the communications facility or utility pole. Failure of the person to  
18 respond within the specified time shall constitute abandonment of the communications facility or utility  
19 pole.

20  
21 (c) Abandonment of the communications facility or utility pole requires removal of the  
22 communications facility or utility pole, except that, at the sole discretion of the county engineer, a  
23 below-grade facility may not require removal. If the communications facility is attached to an existing  
24 structure that has an independent function, such as a light pole, traffic signal, pedestrian signal, or the  
25 like, said abandonment of the communications facility requires removal of the communications facility  
26 only and does not require the removal of the existing structure.

27  
28 (d) If the person fails to remove all or any portion of an abandoned communications facility  
29 or utility pole as directed by the county within a reasonable time period as may be required by the  
30 county, the county may perform such removal and charge the cost of the removal against the person.  
31 ~~Any such costs of removal shall be recoverable from the security fund at the option of the county.~~

32  
33 **Sec. 16-141. Removal or relocation; conversion of overhead distribution facilities to**  
34 **underground distribution facilities.**  
35

36 (a) *Removal or relocation.* Removal or relocation, including conversion to underground, shall  
37 be governed by the provisions of F.S. ch. 337, as amended, applicable state or federal laws or  
38 regulations, or the terms of any applicable pole attachment agreement.

39  
40 (b) *Temporary raising and lowering of communications facilities as accommodation.* A  
41 registrant shall, on the request of any person holding a permit issued by the county, temporarily raise  
42 or lower its aerial wireline facilities to permit the work authorized by the permit within the public  
43 rights-of-way. With the exception of the county, the expense of such temporary raising or lowering of  
44 wireline facilities shall be paid by the person requesting the same, and the registrant shall have the  
45 authority to require such payment in advance, unless otherwise governed by state or federal law. The  
46 registrant shall not require the county to submit any payment for temporarily raising or lowering

1 wireline facilities. The registrant shall be given no less than 30 days' advanced written notice to arrange  
2 for such temporary relocation.

3  
4 **Sec. 16-142. Force majeure.**

5  
6 In the event the county's or a person's performance of or compliance with any of the provisions  
7 of this article is prevented by a cause or event not within the county's or a person's control, such inability  
8 to perform or comply shall be deemed excused and no penalties or sanctions shall be imposed as a  
9 result; provided, however, that such person uses all practicable means to expeditiously cure or correct  
10 any such inability to perform or comply. For the purposes of this section, cause or events not within  
11 the county's or a person's control shall include, but not be limited to, acts of God, floods, earthquakes,  
12 landslides, hurricanes, fires and other natural disasters, acts of public enemies, riots or civil  
13 disturbances, sabotage, strikes and restraints imposed by order of a governmental agency or court.  
14 Causes or events within a person's control, and thus not falling within this section shall include, without  
15 limitation, a person's financial inability to perform or comply, economic hardship, and misfeasance,  
16 malfeasance or nonfeasance by any of person's directors, officers, employees, contractors or agents.  
17 Upon the issuance of a county or state declaration of a state of emergency, the timeframes outlined in  
18 sections 16-177 and 16-201 are tolled until the state of emergency is lifted.

19  
20 **Sec. 16-143. Pass-through provider fees and charges.**

21  
22 (a) Pass-through providers shall pay to the county on an annual basis an amount equal to  
23 \$500.00 per linear mile or portion thereof of communications facilities placed and/or maintained in the  
24 public rights-of-way.

25  
26 (b) The amounts charged pursuant to this section shall be based on the linear miles of public  
27 rights-of-way where communications facilities are placed, not based on a summation of the lengths of  
28 individual cables, conduits, strands or fibers.

29  
30 (c) Pass-through providers shall provide an annual notarized statement by February 1st of  
31 each year identifying the total number of linear miles of pass-through facilities in the public rights-  
32 of-way. Upon a request consistent with the requirements of section 337.401(6)(d), pass-through  
33 providers shall provide the County with reasonable access to maps of pass-through facilities located  
34 within the public rights-of-way.

35  
36 (ed) A county shall not impose a charge for any linear miles, or portions thereof, for public  
37 rights-of-way where a communications facility is placed that extends through the City of Tallahassee  
38 to which the pass-through provider remits communications services tax.

39  
40 (de) The county shall discontinue charging pass-through provider fees to a person that has  
41 ceased being a pass-through provider. Any annual amounts charged shall be reduced for a prorated  
42 portion of any 12-month period during which the pass-through provider remits communications  
43 services tax.

44  
45 (ef) Annual payments shall be due and payable on April 1 of each year. Fees not paid within  
46 ten days after the due date shall bear interest at the rate of one percent per month from the date due

1 until paid. The acceptance of any payment required hereunder by the county shall not be construed as  
2 an acknowledgement that the amount paid is the correct amount due, nor shall such acceptance of  
3 payment be construed as a release of any claim which the county may have for additional sums due  
4 and payable. All fee payments shall be subject to audit by the county, and assessment or refund if any  
5 payment is found to be in error. If such audit results in an assessment by and an additional payment to  
6 the county, such additional payment shall be subject to interest at the rate of one percent per month  
7 from the date of the audit until the date payment is made.

8  
9 (fg) If the payments required by this section are not made within 90 days after the due date,  
10 the county engineer may withhold the issuance of any permits to the registrant until the amount past  
11 due is paid in full. ~~In addition to other remedies available at law or in equity, any payments past due~~  
12 ~~shall be recoverable from the security fund at the sole discretion of the county.~~

#### 13 14 **Sec. 16-144. Permit fees.**

15  
16 No permit fees shall be imposed for permits for communications facilities or utility poles used  
17 to support the collocation of small wireless facilities under this article. The board may adopt, by  
18 resolution, a fee schedule relating to the issuance of permits for utility poles not intended to support the  
19 collocation of small wireless facilities under this article.

#### 20 21 **Sec. 16-145. Reservation of rights and remedies.**

22  
23 (a) The provisions of this article shall be applicable to all communications facilities and  
24 utility poles placed in the public rights-of-way on or after the effective date of the ordinance from which  
25 this article is derived and shall apply to all existing communications facilities and utility poles placed  
26 in the public rights-of-way prior to the effective date of the ordinance from which this article is derived  
27 to the full extent permitted by federal and state law, except that any provision of section 16-179 shall  
28 not apply to communications facilities or utility poles lawfully placed within the public rights-of-way  
29 prior to the effective date of the ordinance from which this article is derived, to the extent that such  
30 communications facilities may be maintained, repaired, and replaced with a communications facility  
31 substantially similar in size and design.

32  
33 (b) Nothing in this article shall affect the remedies the county or the provider has available  
34 under applicable law.

#### 35 36 **Sec. 16-146. No liability or warranty.**

37  
38 Nothing contained in this article shall be construed to make or hold the county responsible or  
39 liable for any damage to persons or any property whatsoever, from any cause whatsoever, arising from  
40 the use, operation or condition of a person's communications facilities or utility poles by reason of any  
41 inspection or re-inspection authorized herein or failure to inspect or re-inspect. Nor shall the issuance  
42 of any permit or the approval or disapproval of any placement or maintenance of a person's  
43 communications facilities or utility poles as authorized herein constitute any representation, guarantee  
44 or warranty of any kind by, or create any liability upon the county or any official, agent or employee  
45 thereof.

DIVISION 2. AT-GRADE FACILITY, BELOW-GRADE FACILITY,  
WIRELINE FACILITY, AND UTILITY POLE STANDARDS

**Sec. 16-176. Applicability.**

This division shall apply to any person who seeks to construct, place, install, maintain or operate an at-grade facility, below-grade facility, wireline facility or utility pole not used for the collocation of small wireless facilities in the public rights-of-way, unless otherwise exempt by operation of applicable codes, ~~or state or federal laws or regulations~~. This division shall not apply to at-grade facilities, below-grade facilities or wireline facilities owned by a person, including the county, to the extent such facilities are only utilized on an internal, non-commercial basis by said person. This division shall not apply to the ground-mounted equipment of small wireless facilities, as defined in section 16-127 and as regulated under division 3 of this article.

**Sec. 16-177. Permit requirements; application; review timeframes.**

(a) *Permit required.* A person or registrant shall not commence to place or maintain a utility pole not used for the collocation of small wireless facilities, at-grade facility, below-grade facility, or wireline facility, including wireline backhaul facilities and coaxial or fiber-optic cable that are between wireless structures or utility poles or that are otherwise not immediately adjacent to or directly associated with a particular antenna, in the public rights-of-way until all applicable permits have been issued by the county. As a condition of granting permits, the county may impose reasonable conditions governing the placement or maintenance of an at-grade facility, below-grade facility, wireline facility, or utility pole in the public rights-of-way as set forth in F.S. § 337.401, as amended. Permits shall apply only to the areas of the public rights-of-way specifically identified in the permit. As used in this section, the term "facility" collectively refers to at-grade facilities, below-grade facilities, and wireline facilities.

(b) *Permit not required.*

(1) A person or registrant shall be allowed to perform emergency maintenance within the public rights-of-way without first obtaining a permit provided such work is performed consistent with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual and all applicable codes. However, such person or registrant shall provide prompt notice to the county of the emergency maintenance and, within ~~45~~30 days of completing the emergency maintenance, apply for an after-the-fact permit in accordance with subsection (c) of this section if such activity required a permit under this article. As used in this section, the term "emergency maintenance" means the repair or replacement of a communications facility as a result of a condition that affects the public health, safety or welfare, ~~which includes an unplanned out of service condition of a preexisting service.~~

(2) A person or registrant shall be allowed to perform service restoration to existing aerial wireline communications facilities within the public rights-of-way without first obtaining a permit provided such work is performed consistent with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual. However, such person or registrant shall provide prompt notice to the county of the service



restoration to existing facilities and, within 30 days of completing the service restoration work, apply for an after-the-fact permit in accordance with subsection (c) of this section if such activity required a permit under this article. An application for a right-of-way placement permit for work that involves excavation shall be processed and acted upon consistent with the timeframes referenced in Section 16-201(e). An application for a lane closure permit shall be processed and acted upon consistent with the timeframes referenced in Section 16-201(e).

(23) A person or registrant shall be allowed to perform routine maintenance within the public rights-of-way without first obtaining a permit if such proposed routine maintenance does not involve excavation or the closure of a sidewalk, parking lane, or vehicle lane, upon reasonable advance written notice to the county identifying the areas where such maintenance will occur, scope of maintenance, date and duration of work to be performed. If routine maintenance requires the closure of a sidewalk, parking lane, or vehicle lane, a lane closure permit shall be required.

(34) A person or registrant shall be allowed to place or maintain a service drop within the public rights-of-way without first obtaining a permit if such proposed work does not involve excavation, or the closure of a sidewalk, parking lane, or vehicle lane. If such placement or maintenance of a service drop requires the closure of a sidewalk, parking lane, or vehicle lane, a lane closure permit shall be required.

(45) A person or registrant shall be allowed to ~~replace~~ maintain, repair, replace, extend, upgrade, or remove existing aerial wireline communications facilities ~~within the public rights-of-way~~ on utility poles or aerial wireline communications facilities between existing wireline communications facility attachments on utility poles by a communications services provider, if provided such proposed removal does not involve excavation or the closure of a sidewalk, parking lane or vehicle lane, upon reasonable advance written notice to the county identifying the areas where such replacement or removal will occur and the date and duration of work to be performed. ~~If the removal of an aerial wireline facility~~ such work requires the closure of a sidewalk, parking lane, or vehicle lane, a lane closure permit shall be required. An application for a right-of-way placement permit for work that involves excavation shall be processed and acted upon consistent with the timeframes referenced in Section 16-201(e). An application for a lane closure permit shall be processed and acted upon consistent with the timeframes referenced in Section 16-201(e).

(56) A person or registrant shall be allowed to remove utility poles within the public rights-of-way if such proposed removal does not involve excavation or the closure of a sidewalk, parking lane, or vehicle lane, upon reasonable advance written notice to the county identifying the areas where such removal will occur and the date and duration of work to be performed. If the removal of a utility pole requires the closure of a sidewalk, parking lane, or vehicle lane, a lane closure permit shall be required.

1       (67) The county engineer may issue an immediate stop work order where any work poses a  
2       serious threat to the health, safety or welfare of the public until such time as such serious  
3       threat has been abated.

4  
5       (78) A permit is not required if the proposed work is otherwise authorized to be performed  
6       without county approval by applicable state or federal laws or regulations or this article.

7  
8       (c) *Permit application.* As part of any permit application to place or maintain an at-grade  
9       facility, below-grade facility, wireline facility, or utility pole, in the public rights-of-way, the person or  
10      registrant shall provide a permit application that sets forth, at a minimum, the following:

11  
12      (1) *Engineering plan.* An engineering plan that includes:

13  
14      a. The type of proposed facility, location of the proposed facility or utility pole, and the  
15      dimensions, height, footprint, stealth design, and concealment features of the proposed  
16      facility or utility pole;

17  
18      b. The distance between the proposed facility or utility pole and nearby pavement,  
19      sidewalks, driveways, ramps, trees, underground utilities and other above-grade and  
20      below-grade structures and utilities located nearby within the public rights-of-way;

21  
22      c. Sufficient specificity demonstrating compliance with the Florida Building Code, the  
23      state department of transportation's Manual of Minimum Standards, the Utility  
24      Accommodation Guide, and the National Electric Safety Code, as amended and as  
25      applicable;

26  
27      d. For utility poles, the global positioning system (GPS) coordinates of the proposed utility  
28      pole. The GPS coordinates shall be based on the reading from a handheld mobile GPS  
29      unit set to Datum NAD 83 or WGS84. GPS coordinates based on Google Earth or  
30      similar application may be used where areas of shading occur due to overhead canopy.  
31      GPS Coordinates shall be provided in decimal degrees at a six decimal point precision;

32  
33      e. Attestation that the proposed facility or utility pole is to be located within the public  
34      rights-of-way, except that if the county engineer reasonably disagrees the applicant shall  
35      submit a survey; and

36  
37      f. Trees or landscaping to be removed or impacted upon the placement or maintenance of  
38      the proposed facility or utility pole. The placement or maintenance of a facility or utility  
39      pole that results in the tree removal of a protected tree within the Canopy Road Tree  
40      Protection Zones shall provide additional information and documentation in accordance  
41      with section 10-346. The placement or maintenance of a facility or utility pole that  
42      results in the tree removal of a protected tree outside of the Canopy Road Tree Protection  
43      Zone shall provide additional information and documentation in accordance with  
44      section 10-346.

- (2) *Description of installation or construction.* The applicant shall provide a description of the manner in which the facility or utility pole will be installed and/or modified (i.e. anticipated construction methods or techniques).
- (3) *Temporary sidewalk closure plan.* The applicant shall provide a temporary sidewalk closure plan, if applicable, to accommodate placement or maintenance of the facility or utility pole.
- (4) *Temporary maintenance of traffic (MOT) plan.* The applicant shall provide a temporary traffic lane closure and MOT plan, if applicable, to accommodate placement or maintenance of the facility or utility pole.
- (5) *Restoration plan and estimated cost of restoration of the public rights-of-way.* A restoration plan and a good faith estimate of the cost of restoration of the public rights-of-way to the condition prior to commencing work in the public rights-of-way. Such good faith estimate shall be accepted by the county unless the county determines such estimated costs are not representative of the actual costs of the restoration of the public rights-of-way. Estimates of the cost to restore the public rights-of-way shall include all costs necessary to restore the public rights-of-way to its original condition. Such good faith estimate may include, but shall not be limited to, costs to restore the paving, curbs/gutters, sidewalks, multi-purpose trails, and landscaping. All planted or naturally-occurring shrubbery or vegetation, including sod, damaged or destroyed during work in the public rights-of-way shall be replaced. Tree removal shown on the permit shall not be considered damage or impairment to be restored to the original condition provided the person complies with the approved mitigation plan, if any.
- (6) *Timetable for construction or installation.* The timetable for construction, placement or maintenance of the proposed facility or utility pole or each phase thereof.
- (7) *Indemnification.* A statement shall be included within the permit application that by execution of the application, the applicant shall be bound to the county with respect to the indemnification provisions set forth in section 16-137.
- (8) *Attestation.* For utility poles that are intended to support the collocation of small wireless facilities, the applicant shall provide an attestation by an officer of the registrant that a small wireless communications facility will be collocated on the utility pole and will be used by a wireless services provider to provide service within nine months after the date the application is approved.
- ~~(9) *Information regarding height limitations.* For utility poles intended to support the collocation of small wireless facilities, the applicant shall provide information regarding the heights of other utility poles located in the same public rights of way, measured from grade in place within 500 feet of the proposed location of the utility pole. If there is no utility pole within 500 feet of the proposed location of the utility pole intended to support the collocation of small wireless facilities, the applicant shall certify such.~~

(109) *Additional information as reasonably required for review of permit application.* Such additional information as the county engineer finds reasonably necessary to demonstrate the applicant's compliance with applicable codes, ~~local laws and regulations, and state and federal laws~~ with respect to the placement or maintenance of the proposed facility or utility pole that is the subject of the permit application.

(d) *Application review timeframes.* An application for a permit for an at-grade facility, below-grade facility, wireline facility or utility pole not intended to support the collocation of small wireless facilities in the public rights-of-way shall be reviewed by the county as follows:

(1) *Notice of application deficiency.* Within ~~30~~ 14 days after the date of filing an application, the county engineer shall determine whether the application is complete. If an application is deemed incomplete, the county engineer shall notify the applicant by electronic mail and specifically identify the missing information. An application shall be deemed complete if the county engineer fails to notify the applicant otherwise within 14 days after the date of filing the application.

(2) *Application review period.* Within 60 days after the date of filing an application, the county engineer shall approve or deny the application.

(3) *Notice of denial; resubmission.* Should the application be denied, the county engineer shall notify the applicant by electronic mail and specify the basis for denial, including the specific code provisions on which the denial is based. The applicant may cure the deficiencies identified by the county engineer and resubmit the application within 30 days after the notice of denial is sent. The county engineer shall approve or deny the revised application within 30 days after the date of filing the revised application. Any subsequent review shall be limited to the deficiencies cited in the notice of denial. A denial of a permit may be appealed pursuant to section 16-135.

(4) *Deemed approved.* A complete application is deemed approved if the County fails to approve or deny an application within 60 days after receipt of the application. Prior to commencing construction, a person with a deemed approved permit must be registered pursuant to section 16-128, and must file a construction performance bond and security fund with the county pursuant to this article.

~~(4) *Repurposed structures and utility poles intended to support the collocation of small wireless facilities.* An application for a repurposed structure or utility pole intended to support the collocation of small wireless facilities shall be reviewed by the county pursuant to the application review timeframes set forth in section 16-201(e).~~

~~(e) *Permit application for repurposed structure or utility pole.* A permit application for a repurposed structure or a utility pole intended to support the collocation of small wireless facilities shall be submitted prior to or contemporaneously with a permit application for a small wireless facility.~~

**Sec. 16-178. At-grade facility, below-grade facility, wireline facility, and utility pole permit conditions.**

(a) At-grade facilities, below-grade facilities, wireline facilities, and utility poles may be placed and maintained within the public rights-of-way subject to the county's consideration of the following standards and minimum requirements:

- (1) *Sufficiency of space to accommodate present and pending applications for use of the public rights-of-way.* The sufficiency of space to accommodate all of the present and pending applications to place other communications facilities, utility poles, utilities, and other structures within the subject area of the public rights-of-way.
- (2) *Sufficiency of space to accommodate the need for projected public improvements.* The sufficiency of space to accommodate budgeted county plans for public improvements or projects adopted as part of the county capital improvements schedule or other approved capital improvements lists as part of the Tallahassee-Leon County Comprehensive Plan.
- (3) *Impact on traffic and traffic and pedestrian safety.* The impact on traffic and traffic and pedestrian safety. Such impact evaluation will include, without limitation, potential traffic and pedestrian interference, interference with the efficient movement of people and property, interference with sightlines or clear zones for transportation, pedestrians or public safety purposes.
- (4) *Applicable codes.* Applicable codes and state and federal laws and regulations, including the general permit conditions in section 16-132 and the objective design standards in section 16-179.

(b) A permit for a proposed at-grade facility, below-grade facility, wireline facility, or utility pole shall remain effective for and construction must be completed within 90 days. The county engineer may extend the expiration date of the permit for good cause.

~~—— (c) A permit for a proposed repurposed structure or utility pole intended to support the collocation of small wireless facilities shall remain effective for and construction must be completed within one year. The county engineer may extend the expiration date of the permit for good cause.~~

~~—— (d) A utility pole intended to support the collocation of small wireless facilities may only contain small wireless facilities. Unless otherwise exempted by state or federal law or this article, antennas, wires, or other facilities may not be mounted on the utility pole intended to support the collocation of small wireless facilities without a permit or authorization from the county.~~

#### **Sec. 16-179. Objective design standards.**

(a) *Intent and purpose.* At-grade facilities, below-grade facilities, wireline facilities, and utility poles shall be designed in such a manner to ensure such facilities and utility poles are placed in a safe location that do not interfere with the traveling public, and shall be designed to maximize compatibility with the surrounding neighborhood and to minimize any negative visual impact on the surrounding neighborhood. As used in this section, the term "facility" collectively refer, to at-grade

1 facilities, below-grade facilities, and wireline facilities. The following design standards shall apply,  
2 unless waived pursuant to section 16-180.

3  
4 (b) *Stealth design.* Utility poles shall be made of substantially the same material, color, and  
5 design, including diameter, as other utility poles within the same public rights-of-way, however, a  
6 utility pole made of steel, concrete, or fiberglass, and black or gray in color, shall not require a waiver  
7 if the utility poles within the same public rights-of-way are wood. A repurposed structure shall be of  
8 substantially similar design, including diameter, material, and color of the existing structure being  
9 replaced by the repurposed structure. The repurposed structure shall be located in approximately the  
10 same location as the existing structure. The repurposed structure shall continue to serve its primary  
11 function. If the county has a planned project to replace utility poles in the same public rights-of-way,  
12 the repurposed structure shall conform to the county's updated design, material, and color.

13  
14 (c) *Concealment.* The following concealment standards shall apply to proposed facilities and  
15 utility poles.

16  
17 (1) Signage shall not be placed or maintained on any facility or utility pole within the public  
18 rights-of-way, unless otherwise required by state or federal laws or regulations, or as  
19 permitted by the county, provided however, that existing structures that lawfully  
20 supported signage prior to being repurposed may continue to support Signage as  
21 otherwise permitted by law.

22  
23 (2) A facility or utility pole shall not have any type of lighted signal, lights, or illuminations  
24 unless required by applicable state or federal laws or regulations, or as permitted by the  
25 county.

26  
27 (3) At-grade facilities shall be located in areas with existing foliage or other aesthetic  
28 features to obscure the view of the at-grade facility or shall be designed to appear similar  
29 to other at-grade facilities in the same public rights-of-way. Any additional plantings  
30 proposed pursuant to this subsection shall be approved by the county. An applicant may  
31 also utilize a wrap for at-grade facilities. An applicant may propose a wrap design not  
32 previously approved by the county by applying for and obtaining a waiver pursuant to  
33 section 16-180. Wraps shall be maintained by the applicant such that the wrap does not  
34 peel or significantly fade.

35  
36 (d) *Maximum height restrictions.* The height of a utility pole intended to support the  
37 collocation of small wireless facilities is limited to the tallest existing utility pole as of July 1, 2017,  
38 located in the same county public rights-of-way, other than a utility pole for which a waiver has  
39 previously been granted, measured from grade in place within 500 feet of the proposed location of the  
40 utility pole intended to support the collocation of small wireless facilities. If there is no utility pole  
41 within 500 feet, the utility pole intended to support the collocation of small wireless facilities shall be  
42 limited to 50 feet.

43  
44 (e) *Location context.* The following location context standards shall apply to proposed  
45 facilities and utility poles.

- (1) *Installation at outermost boundary of public rights-of-way.* At-grade facilities and utility poles shall be placed at the farthest distance practicable from the edge of pavement unless there is a designated corridor within the public rights-of-way.
- (2) *Equidistant requirement.* Utility poles are strongly encouraged to be placed equidistant between existing utility poles, if any, within the public rights-of-way.
- (3) *Common property line.* For placement within residential blocks, utility poles are strongly encouraged to be placed at the common property line of the parcels that abut the public rights-of-way.
- (4) *Prohibition against placement that significantly impairs view from principal structures within residential blocks.* At-grade facilities and utility poles shall be placed such that views from principal structures within residential blocks are not significantly impaired.
- (5) *Prohibition against placement in location where facilities are placed underground.* At-grade facilities, aerial wireline facilities, and utility poles in the public rights-of-way shall comply with undergrounding requirements of the county that prohibit aboveground structures in the public rights-of-way.
- (6) *Tree removal.* The placement or maintenance of a communications facility or utility pole that results in the tree removal of a protected tree within the Canopy Road Tree Protection Zones shall comply with the conditions outlined in section 10-4.206(b)(5), as determined by the development review committee, and abide by the tree replanting requirements in section 10-4.362(b). The placement or maintenance of a communications facility or utility pole that results in the tree removal of a protected tree that is not within the Canopy Road Tree Protection Zones shall comply with the conditions outlined in section 10-4.362(a) and abide by the tree replanting requirements in section 10-4.362(b). Notwithstanding any other code, the county engineer shall determine if the proposed tree removal meets the conditions of section 10-4.362(a) and the tree replanting requirements in section 10-4.362(b).
- (7) *Prohibition against placement in violation of OSHA or NESC rules and regulations.* At-grade facilities, below-grade facilities, wireline facilities, and utility poles shall not be placed in a location which violates rules and regulations set by the Occupational Safety and Health Administration or the National Electrical Safety Code.

**Sec. 16-180. Waiver of the objective design standards for at-grade facilities, below-grade facilities, wireline facilities, and utility poles.**

(a) The waiver provisions listed in this subsection apply in those circumstances where a provider's use of the public rights-of-way is impaired by strict application of the requirements of this article. Objective design standards provided in sections 16-132 and 16-179 may be waived by the county engineer.

(b) A request for a waiver shall be filed contemporaneously with the permit application. The request for waiver shall state each section or subsection for which a waiver is being sought. A request for a waiver shall include the following information:

- (1) A detailed explanation, with supporting engineering or other data, as to why a waiver from the requirements of this article is required, including a detailed explanation addressing the relevant criteria to be considered by the county engineer as provided in subsection (c) of this section;
- (2) Design of the proposed at-grade facility or utility pole, with particular reference to achieving compatibility with the surrounding neighborhood and eliminating adverse visual impacts on the surrounding neighborhood; and
- (3) Any other information the county engineer may reasonably require to process the request for waiver.

(c) The county engineer shall consider the following criteria when determining whether to grant or deny a request for a waiver:

- (1) Any special conditions and circumstances affecting the proposed site which prevent compliance with the section or subsection for which a waiver is being sought;
- (2) The compatibility of the proposed communications facility or utility pole with adjacent properties and the surrounding neighborhood;
- (3) If there is an excessive expense associated with compliance with the section or subsection for which a waiver is being sought; or
- (4) If the proposed waiver preserves to the county flexibility in its management of the public rights-of-way.

(d) In granting any waiver, the county engineer may impose conditions to the extent the county engineer concludes such conditions are necessary to minimize any adverse effects of the proposed communications facility or utility pole on the surrounding neighborhood, or to protect the health, safety and welfare of the public.

(e) The county engineer shall grant or deny a request for a waiver within 45 days after receiving the request for waiver. Should a request for waiver, and ultimately a permit, be denied by the county engineer, the denial of the waiver may be appealed in conjunction with an appeal of the permit denial in accordance with section 16-135.

### DIVISION 3. WIRELESS FACILITY STANDARDS.

#### **Sec. 16-199. Applicability.**



(a) This division shall apply to any person who seeks to construct, place, install, maintain, ~~or operate, or replace~~ a wireless facility in the public rights-of-way or a utility pole used for the collocation of small wireless facilities in the public rights-of-way, unless otherwise exempt by operation of applicable codes ~~or state or federal laws or regulations~~. This division shall not apply to wireless communications facilities owned by a person, including the county or electric cooperative, to the extent such facilities are utilized only on an internal, non-commercial basis by said person.

(b) This article is intended to implement the Advanced Wireless Infrastructure Deployment Act, F.S. § 337.401(7). In the event the Advanced Wireless Infrastructure Deployment Act, F.S. § 337.401(7), is repealed, amended, or overturned by a court of competent jurisdiction, in whole or in part, provisions of this article may no longer apply, in which case, pending and future applications for wireless facilities and utility poles intended to support the collocation of small wireless facilities in the public rights-of-way, will be governed by applicable law.

#### **Sec. 16-200. Wireless facilities allowed in the public rights-of-way.**

(a) Subject to the requirements of this article, only the following wireless facilities may be placed or maintained within the public rights-of-way:

(1) Small wireless facilities collocated on existing structures or collocated on new utility poles intended to support the collocation of small wireless facilities; and

(2) Micro wireless facilities suspended on cable strung between existing structures.

(b) Wireless support structures are not permitted within the public rights-of-way. Wireless support structures shall comply with section 10-6.812, as applicable.

(c) Wireless facilities shall not be permitted in the public rights-of-way except as permitted in this division, unless otherwise permitted by applicable state or federal laws or regulation.

(d) The approval of the installation, construction, placement, maintenance, ~~or operation, or replacement~~ of a small wireless facility pursuant to this division does not authorize the provision of any voice, data, or video communications services or the installation, placement, maintenance, ~~or operation, or replacement~~ of any communications facilities other than small wireless facilities in the public rights-of-way.

#### **Sec. 16-201. Permit requirements; application; review timeframes.**

(a) *Permit required.* A registrant shall not commence to place or maintain a small wireless facility in the public rights-of-way or a utility pole intended used for the collocation of small wireless facilities until all applicable permits have been issued by the county, except for limited work as provided in subsection (b) of this section, unless otherwise authorized by applicable codes ~~or state or federal laws or regulations~~. A registrant may submit a consolidated permit application and receive a single permit for the collocation of up to 30 small wireless facilities. The registrant acknowledges that as a condition of granting permits, the county may impose reasonable conditions governing the placement or maintenance of a wireless facility in the public rights-of-way as set forth in F.S. § 337.401,

as amended. Permits shall apply only to the areas of the public rights-of-way specifically identified in the permit.

(b) *Permit not required.*

(1) A registrant shall be allowed to perform limited work within the public rights-of-way without first obtaining a permit if such proposed limited work does not involve excavation or the closure of a sidewalk, parking lane, or vehicle lane. As used in this section, the term "limited work" means:

a. Routine maintenance;

b. The performance of service restoration work on existing facilities;

c. Emergency repairs of existing facilities;

d. Service drops to customers;

~~b~~e. Replacement of an existing wireless facility with a wireless facility that is substantially similar or of the same or smaller size; or

e~~f~~. Installation, placement, maintenance, or replacement of a micro wireless facility that is suspended on cable strung between existing structures in compliance with applicable codes by or for a communications services provider authorized to occupy the public rights-of-way and who is remitting communications services tax, provided the registrant provide a letter attesting that the dimensions of any newly deployed micro wireless facility comply with the limits in this article.

(2) Prior to performing any limited work, a registrant shall provide reasonable advance written notice to the county identifying the areas where such maintenance will occur, scope of maintenance, date and duration of work to be performed. If any limited work requires the closure of a vehicle lane, a lane closure permit shall be required.

(3) A registrant shall be allowed to perform emergency maintenance within the public rights-of-way without first obtaining a permit provided the work is performed in compliance with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual. However, a registrant shall provide prompt notice to the county of the emergency maintenance and, within 30 ~~45~~ days of completing the emergency maintenance, apply for a permit in accordance with subsection (d) of this section if such activity required a permit under this article. As used in this section, the term "emergency maintenance" means the repair or replacement of a wireless facility as a result of a condition that affects the public health, safety or welfare, which includes an unplanned out-of-service condition of a preexisting service.

- 1           (4)     The county engineer may issue an immediate stop work order where any limited work  
2                 poses a serious threat to the health, safety or welfare of the public until such time as  
3                 such serious threat has been abated.  
4

5           (c)     *Presubmittal conference.* Prior to submitting a permit application, the applicant is strongly  
6                 encouraged to schedule a presubmittal conference with the county. A pre-submittal conference is not  
7                 required prior to submitting a permit application.  
8

9           (d)     *Permit application.* As part of any permit application to place or maintain a small wireless  
10                facility in the public rights-of-way, the registrant shall provide a permit application or consolidated  
11                permit application that sets forth, at a minimum, the following:  
12

- 13           (1)     *Engineering plan.* An engineering plan signed and sealed by a state-licensed  
14                 professional engineer, that includes:  
15

16               a.     The type of proposed wireless facility including the dimensions, volume, height,  
17                        footprint, and stealth design and concealment features of the proposed small  
18                        wireless facility, and location of the proposed small wireless facility, including  
19                        whether the proposed small wireless facility is proposed within a location subject  
20                        to restrictions pursuant to section 16-203(e)(1);  
21

22               b.     The type of structure intended to support the small wireless facility, such as an  
23                        existing structure, repurposed structure, or new utility pole intended to support  
24                        the collocation of the small wireless facility, including supporting  
25                        documentation that the structure can support the additional load of the proposed  
26                        small wireless facility, if applicable;  
27

28               c.     The distance of the proposed small wireless facility, including ground-mounted  
29                        equipment, and nearby pavement, sidewalks, driveways, ramps, trees,  
30                        underground utilities and other above-grade and below grade structures and  
31                        utilities located ~~nearby within the public rights-of-way~~ within a 50 foot diameter  
32                        of the proposed location;  
33

34               d.     The global positioning system (GPS) coordinates of the proposed small wireless  
35                        facility. The GPS coordinates shall be based on the reading from a handheld  
36                        mobile GPS unit set to Datum NAD 83 or WGS84. GPS coordinates based on  
37                        Google Earth or similar application may be used where areas of shading occur  
38                        due to overhead canopy. GPS coordinates shall be provided in decimal degrees  
39                        at a six decimal point precision;  
40

41               e.     Sufficient specificity demonstrating compliance with the Florida Building Code  
42                        and other applicable codes, including, but not limited to, sightlines or clear zone  
43                        standards and specifications for transportation, pedestrians, and public safety as  
44                        provided in the state department of transportation Plans Preparation Manual,  
45                        state department of transportation Manual of Uniform Minimum Standards for  
46                        Design, Construction and Maintenance for Streets and Highways (the Florida

Greenbook), and the state department of transportation design standards, as amended, and the National Electric Safety Code;

- f. Trees and landscaping to be removed or impacted upon the placement or maintenance of the proposed small wireless facility. The placement or maintenance of a small wireless facility that results in the tree removal of a protected tree within the Canopy Road Tree Protection Zones shall provide additional information and documentation in accordance with sections 10-4.206(b)(2) and 10-4.346(c)(1). The placement or maintenance of a small wireless facility that results in the tree removal of a protected tree outside of the Canopy Road Tree Protection Zone shall provide additional information and documentation in accordance with section 10-4.206(c)(1); and
- g. Attestation that the proposed small wireless facility is to be located within the public rights-of-way, except that if the county engineer reasonably disagrees the applicant shall submit a survey.

(2) *Description of installation or construction.* The applicant shall provide a description of the manner in which the small wireless facility will be placed or maintained (i.e., anticipated construction methods or techniques).

(3) *Pole attachment agreement.* For collocations on private utility poles, the applicant shall provide a copy of a valid pole attachment agreement for the collocation of the proposed small wireless facility. In lieu of providing the complete pole attachment agreement between the owner of the private utility pole and applicant, the applicant may provide the first page of such agreement and the signature page or a notarized letter of authorization from the owner of the private utility pole, providing adequate identifying information, acceptable to the county, and indicating the applicant is authorized to collocate on the identified private utility pole.

(4) *Stealth design.* The applicant shall provide a description of stealth design to be utilized pursuant to section 16-203(b).

(5) *Information regarding height limitations.* For utility poles intended to support the collocation of small wireless facilities, the applicant shall provide information regarding the heights of other utility poles located in the same public rights-of-way, measured from grade in place within 500 feet of the proposed location of the utility pole. If there is no utility pole within 500 feet of the proposed location of the utility pole intended to support the collocation of small wireless facilities, the applicant shall certify such.

(56) *Temporary sidewalk closure plan.* The applicant shall provide a temporary sidewalk closure plan, if applicable, to accommodate placement or maintenance of the small wireless facility.

1       (67) *Temporary maintenance of traffic (MOT) plan.* The applicant shall provide a temporary  
2 traffic lane closure and MOT plan, if applicable, to accommodate placement or  
3 maintenance of the small wireless facility.  
4

5       (78) *Restoration plan and estimate cost of restoration of the public rights-of-way.* If  
6 applicable, a restoration plan and a good faith estimate of the cost of restoration of the  
7 public rights-of-way. Such good faith estimate shall be accepted by the county unless  
8 the county engineer determines such estimated costs are not representative of the actual  
9 costs of the restoration of the public rights-of-way. Estimates of the cost to restore the  
10 public rights-of-way shall include all costs necessary to restore the public rights-of-way  
11 to its original condition. Such good faith estimate shall include, but is not limited to,  
12 costs to restore the paving, curbs/gutters, sidewalks, multi-purpose trails, and  
13 landscaping. All planted or naturally occurring shrubbery or vegetation, including sod,  
14 damaged or destroyed during work in the public rights-of-way shall be replaced, except  
15 tree removals as allowed by the permit.  
16

17       (89) *Timetable for construction or installation.* The timetable for placement or maintenance  
18 of the proposed small wireless facility or each phase of the placement or maintenance  
19 thereof.  
20

21       (910) *Indemnification.* A statement shall be included within the permit application that by  
22 execution of the application, the registrant shall be bound to the county with respect to  
23 the indemnification provisions set forth in section 16-137.  
24

25       (e) *Application review timeframes.* An application for a permit for a small wireless facility,  
26 repurposed structure, and utility pole intended to support the collocation of small wireless facilities  
27 within the public rights-of-way shall be reviewed by the county as follows:  
28

29       (1) *Notice of application deficiency.* Within 14 days after the date of filing an application,  
30 unless the timeframe is mutually extended, for the collocation of a small wireless  
31 facility, repurposed structure, or utility pole intended to support the collocation of small  
32 wireless facilities, the county engineer shall determine whether the application is  
33 complete. If an application is deemed incomplete, the county engineer shall notify the  
34 applicant by electronic mail and specifically identify the missing information. An  
35 application shall be deemed complete if the county engineer fails to notify the applicant  
36 otherwise within 14 days after the date of filing the application.  
37

38       (2) *Request for alternative location.* Within 14 days after the date of filing the application  
39 for collocation of a small wireless facility, the county engineer may request that the  
40 proposed location of the small wireless facility be moved to another location and be  
41 placed on another existing structure or by placing a new utility pole intended to support  
42 the collocation of small wireless facilities. The county and applicant may negotiate the  
43 alternative location, including objective design standards and reasonable spacing  
44 requirements for ground-mounted equipment for 30 days after the county submits the  
45 request. The applicant shall notify the county of its acceptance or rejection within this  
46 30-day negotiating period. If the applicant accepts the alternative location, the

application shall be deemed granted for the agreed-upon alternative location and all other locations in the application. If the requested alternative location is rejected by the applicant, the county engineer shall approve or deny the original application within 90 days after the date the complete application was filed.

(3) *Application review period.* Within 60 days after the date of filing a complete application for the collocation of a small wireless facility, the county engineer shall approve or deny the application. If the county engineer does not submit a request for an alternate location as provided in subsection (2) of this section, the county engineer and the applicant may mutually agree to extend the 60-day application review period.

(4) *Notice of denial; resubmission.* Should the application be denied, the county engineer shall notify the applicant by electronic mail on the day the application is denied and specify, in writing, the basis for denial, including the specific Code provisions on which the denial is based. The applicant may cure the deficiencies identified by the county engineer and resubmit the application within 30 days after the notice of denial is sent. The county engineer shall approve or deny the revised application within 30 days after the date of filing the revised application. Any subsequent review shall be limited to the deficiencies cited in the notice of denial. A denial of a permit may be appealed pursuant to section 16-135.

(5) *Consolidated permit applications.* The county may separately address each proposed collocated small wireless facility for which incomplete information has been received or which are denied.

(6) *Deemed approved.* A complete application is deemed approved if the County fails to approve or deny an application within 60 days after receipt of the application. Prior to commencing construction, a person with a deemed approved permit must be registered pursuant to section 16-128, and must file a construction performance bond and security fund with the county pursuant to this article.

(f) Permit application for repurposed structure or utility pole. A permit application for a repurposed structure or a utility pole intended to support the collocation of small wireless facilities shall be submitted prior to or contemporaneously with a permit application for a small wireless facility.

**Sec. 16-202. ~~Small wireless facility collocation permit~~ eConditions for the collocation of small wireless facilities and utility poles used to support a small wireless facility.**

(a) The county engineer may deny a proposed collocation of a small wireless facility in the public rights-of-way if the proposed collocation:

- (1) Materially interferes with the safe operation of traffic control equipment;
- (2) Materially interferes with sightlines or clear zone standards and specifications for transportation, pedestrians, or public safety purposes as provided in the state department of transportation Plans Preparation Manual, state department of transportation Manual

of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the Florida Greenbook), and/or the state department of transportation design standards, as amended;

(3) Materially interferes with compliance with the Americans with Disabilities Act, 42 USC 12101 et seq., or similar federal or state standards regarding pedestrian access or movement;

(4) Materially fails to comply with the 2017~~0~~ edition of the state department of transportation Utility Accommodation Manual; or

(5) Fails to comply with applicable codes governing placement or maintenance of small wireless facilities within the public rights-of-way, including the general permit conditions in section 16-132 and the Objective Design Standards in section 16-203.

(b) A permit for the collocation of a small wireless facility shall remain effective for and construction must be completed within one year. The county engineer may extend the expiration date of the permit for good cause.

(c) A permit application for a repurposed structure or a utility pole intended to support the collocation of small wireless facilities shall be submitted prior to or contemporaneously with a permit application for a small wireless facility.

(d) A permit for a proposed repurposed structure or utility pole intended to support the collocation of small wireless facilities shall remain effective for and construction must be completed within one year. The county engineer may extend the expiration date of the permit for good cause.

(e) A utility pole intended to support the collocation of small wireless facilities may only contain small wireless facilities. Unless otherwise exempted by applicable codes, antennas, wires, or other facilities may not be mounted on the utility pole intended to support the collocation of small wireless facilities without a permit or authorization from the county.

#### **Sec. 16-203. Objective design standards.**

(a) *Purpose and intent.* Small wireless facilities shall be designed in such a manner that the small wireless facilities are placed in a safe location that do not interfere with the traveling public, and shall be designed to maximize compatibility with the surrounding neighborhood and to minimize any negative visual impact on the surrounding neighborhood. The following objective design standards regulating the location context, color, stealth design, and concealment of the proposed small wireless facility shall apply, unless waived pursuant to section 16-204.

(b) *Stealth design.* All proposed small wireless facilities shall meet any one of the three following stealth design standards or combination thereof:

- (1) *Preferred stealth design option 1.* Wires, cables, and equipment to be placed on a utility pole shall be within the utility pole or covered with a Shroud or conduit that is similar to the utility pole color; the use of a slim design wherein the top mounted antenna does not exceed the diameter of the supporting utility pole by more than six inches on any side at the level of the antenna attachment and side-mounted enclosures, if any, do not extend more than 30 inches beyond the exterior dimensions of the supporting utility pole measured from the edge of the utility pole to the outermost surface of the side-mounted enclosure.
  - (2) *Preferred stealth design option 2.* Wires, cables, and equipment to be collocated on a utility pole shall be within the utility pole or covered with a shroud or conduit that is similar to the utility pole color; and the use of a street light fixture to camouflage the small wireless facility. All street light fixtures shall be maintained in good working order by the applicant or pole owner unless the county accepts maintenance responsibility in writing. If the county accepts the maintenance responsibility of a street light fixture on an authority utility pole, the ownership of the street light fixture shall transfer to the county. All street light fixtures shall be of similar style and of similar lighting technology as nearby lighting fixtures (halogen, LED, etc.) and shall utilize dark-sky friendly lighting.
  - (3) *Preferred stealth design option 3.* Wires, cables, and equipment to be collocated on a utility pole shall be within the utility pole or covered with a shroud or conduit that is similar to the utility pole color; and the use of wraps on the supporting structure, side mounted enclosures, and/or ground-mounted equipment. An applicant may propose a wrap design not previously approved by the county by applying for and obtaining a waiver pursuant to section 16-204. Wraps shall be maintained by the applicant such that the wrap does not peel or significantly fade.
- (c) *Concealment.* The following concealment standards shall apply to proposed small wireless facilities:
- (1) Applicants shall not place or maintain signage on communications facilities in the public rights-of-way, unless otherwise required by applicable state or federal laws or regulations, or as permitted by the county.
  - (2) A small wireless facility shall not have any type of lighted signal, lights, or illuminations unless required by applicable state or federal laws or regulations or as permitted by the county.
  - (3) Ground-mounted equipment for small wireless facilities shall be located within a ten-foot radius of the supporting structure for the small wireless facility and, if possible, in areas with existing foliage or other aesthetic features to obscure the view of the ground-mounted equipment. The ground-mounted equipment shall be designed to appear similar to other at-grade facilities in the same public rights-of-way and may be further concealed with additional plantings. Any additional plantings proposed pursuant to this subsection shall be approved by the county. An applicant may also utilize a wrap for at-



grade facilities. An applicant may propose a wrap design not previously approved by the county by applying for and obtaining a waiver pursuant to section 16-180. Wraps shall be maintained by the applicant such that the wrap does not peel or significantly fade.

(d) *Maximum height restrictions.* A small wireless facility, including any attached antennas, shall not exceed ten feet above the existing structure, repurposed structure or utility pole upon which the small wireless facility is to be collocated.

(e) *Location context.* The following location context standards shall apply to proposed small wireless facilities:

(1) *Prohibition against placement within a location subject to homeowners' association restrictions.* Small wireless facilities shall not be collocated in a location subject to covenants, restrictions, articles of incorporation, or bylaws of a homeowners' association unless specifically authorized by the homeowners' association. This subsection shall not limit the installation, placement, maintenance, or replacement of micro wireless facilities on any existing and duly authorized aerial wireline facility.

(2) *Prohibition against placement in location where facilities are placed underground.* Small wireless facilities shall comply with nondiscriminatory undergrounding requirements of the county that prohibit aboveground structures in the public rights-of-way. Any such requirements may be waived by the county pursuant to section 16-204.

(3) *Tree removal.* The placement or maintenance of a small wireless facility that results in the tree removal of a protected tree within the Canopy Road Tree Protection Zones shall comply with the conditions outlined in section 10-4.206(b)(5), as determined by the development review committee, and abide by the tree replanting requirements in section 10-4.346(b). The placement or maintenance of a small wireless facility that results in the tree removal of a protected tree that is not within the Canopy Road Tree Protection Zones shall comply with the conditions outlined in section 10-4.206(a) and abide by the tree replanting requirements in section 10-4.346(b). Notwithstanding any other Code, the county engineer shall determine if the proposed Tree Removal meets the conditions of section 10-4.206(a) and the tree replanting requirements in section 10-4.346(b). Tree Removal is not permitted within the public rights-of-way to increase signal strength or provide a line-of-sight.

(4) *Prohibition against placement in violation of OSHA or NESC rules and regulations.* Small wireless facilities shall not be placed in a location which violates rules and regulations set by the Occupational Safety and Health Administration or the National Electrical Safety Code.

#### **Sec. 16-204. Waiver of objective design standards for small wireless facilities.**

(a) Objective design standards provided in sections 16-132 and 16-203 may be waived by the county engineer upon a showing that the objective design standards are not reasonably compatible for

1 the particular location of a small wireless facility or that the objective design standards impose an  
2 excessive expense.

3  
4 (b) A request for a waiver shall be filed contemporaneously with the permit application. The  
5 request for waiver shall state each section or subsection for which a waiver is being sought. A request  
6 for a waiver shall include a detailed explanation, with supporting engineering or other data, as to why  
7 a waiver from the requirements of this article is required.

8  
9 (c) In granting any waiver, the county engineer may impose conditions to the extent the  
10 county engineer concludes such conditions are necessary to minimize any adverse effects of the  
11 proposed small wireless facility on the surrounding neighborhood or to protect the health, safety and  
12 welfare of the public.

13  
14 (d) The county engineer shall grant or deny a request for a waiver within 45 days after  
15 receiving the request for waiver. Should a request for waiver, and ultimately a permit, be denied by the  
16 county engineer, the denial of the waiver may be appealed in conjunction with an appeal of the permit  
17 denial in accordance with section 16-135.

18  
19 **Sec. 16-205. Make-ready work.**

20  
21 (a) For an authority utility pole that supports aerial wireline facility used to provide  
22 communications services or electric service, the county, communications services provider, wireless  
23 infrastructure provider, and pass-through provider shall comply with the process for make-ready work  
24 under 47 USC 224, as amended, and implementing regulations. The good faith estimate of the person  
25 owning or controlling the pole for any make-ready work necessary to enable the pole to support the  
26 requested collocation must include pole replacement if necessary.

27  
28 (b) For an authority utility pole that does not support aerial wireline facility used to provide  
29 communications services or electric service, the county shall provide a good faith estimate for any  
30 make-ready work necessary to enable the pole to support the requested collocation, including necessary  
31 pole replacement, within 60 days after receipt of a complete application. Make-ready work, including  
32 any pole replacement, must be completed within 60 days after the written acceptance of the good faith  
33 estimate by the applicant. Alternatively, the county may require the applicant seeking to collocate a  
34 small wireless facility to provide a make-ready estimate at the applicant's expense for the work  
35 necessary to support the small wireless facility, including pole replacement, and perform the make-  
36 ready work.

37  
38 (c) If pole replacement is required, the scope of the make-ready estimate is limited to the  
39 design, fabrication, and installation of a utility pole that is substantially similar in color and  
40 composition. The county may not condition or restrict the manner in which the applicant obtains,  
41 develops, or provides the estimate or conducts make-ready work subject to the usual construction  
42 restoration standards for work in the public rights-of-way. The replaced or altered utility pole shall  
43 remain the property of the county.

44  
45 **Sec. 16-206. Collocation fees.**

1 The rate to collocate a small wireless facility on an authority utility pole shall be \$150.00 per  
2 pole annually. Annual payments shall be due and payable on April 1 of each year. If the payments  
3 required by this section are not made within 90 days after the due date, the county engineer may  
4 withhold the issuance of any permits to the registrant until the amount past due is paid in full.

5  
6 **Section 2. Conflicts.**

7  
8 All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby  
9 repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon  
10 County 2030 Comprehensive Plan as amended, which provisions shall prevail over any parts of this  
11 ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

12  
13 **Section 3. Severability.**

14  
15 If any word, phrase, clause, section, or portion of this Ordinance is declared by any court of  
16 competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and  
17 portions of this Ordinance shall remain in full force and effect.

18  
19 **Section 4. Effective Date.**

20  
21 This ordinance shall be filed with the Department of State according to law and shall have effect  
22 sixty-five (65) days after adoption.

23  
24 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,  
25 Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

26  
27 LEON COUNTY, FLORIDA

28  
29  
30 By: \_\_\_\_\_  
31 Chairman  
32 Board of County Commissioners

33  
34 ATTESTED BY:  
35 Gwendolyn Marshall, Clerk of Court  
36 & Comptroller, Leon County, Florida

37  
38  
39 By: \_\_\_\_\_  
40

1 APPROVED AS TO FORM:  
2 Leon County Attorney's Office  
3  
4

5 By: \_\_\_\_\_  
6 Herbert W. A. Thiele, Esq.  
7 County Attorney  
8  
9

10  
11 A16-0644

## CHAPTER 2019-131

Committee Substitute for Committee Substitute for  
Committee Substitute for Senate Bill No. 1000

An act relating to communications services; amending s. 202.20, F.S.; conforming a cross-reference; amending s. 337.401, F.S.; revising legislative intent; specifying limitations and prohibitions on municipalities and counties relating to registrations and renewals of communications service providers; authorizing municipalities and counties to require certain information as part of a registration; prohibiting municipalities and counties from requiring a payment of fees, costs, or charges for provider registration or renewal; prohibiting municipalities and counties from adopting or enforcing certain ordinances, regulations, or requirements; specifying limitations on municipal and county authority to regulate and manage municipal and county roads or rights-of-way; prohibiting certain municipalities and counties from electing to impose permit fees; providing retroactive applicability; authorizing certain municipalities and counties to continue to require and collect such fees; deleting obsolete provisions; specifying activities for which permit fees may not be imposed; deleting certain provisions relating to municipality, charter county, and noncharter county elections to impose, or not to impose, permit fees; requiring that enforcement of certain ordinances must be suspended until certain conditions are met; revising legislative intent relating to the imposition of certain fees, costs, and exactions on providers; specifying a condition for certain in-kind compensation; revising items over which municipalities and counties may not exercise regulatory control; authorizing municipalities and counties to require a right-of-way permit for certain purposes; providing requirements for processing certain permit applications; prohibiting municipalities and counties from certain actions relating to certain aerial or underground communications facilities; specifying limitations and requirements for certain municipal and county rules and regulations; revising definitions for the Advanced Wireless Infrastructure Deployment Act; prohibiting certain actions by an authority relating to certain utility poles; prohibiting authorities from requiring permit applicants to provide certain information, except under certain circumstances; adding prohibited acts by authorities relating to small wireless facilities, application requirements, public notification and public meetings, and the placement of certain facilities; revising applicability of authority rules and regulations governing the placement of utility poles in the public rights-of-way; providing construction relating to judicial review of certain application denials; specifying grounds for an authority's denial of a proposed collocation of a small wireless facility or placement of a utility pole in the public rights-of-way; deleting an authority's authorization to adopt ordinances for performance bonds and security funds; authorizing an authority to require a construction bond, subject to certain conditions; requiring authorities to accept certain financial instruments for certain financial obligations; authorizing providers to add authorities

to certain financial instruments; prohibiting an authority from requiring a provider to indemnify an authority for certain liabilities; prohibiting an authority from requiring a permit, approval, fees, charges, costs, or exactions for certain activities; authorizing and limiting filings an authority may require relating to micro wireless facility equipment; providing an exception to a certain right-of-way permit for certain service restoration work; providing conditions under which a wireless provider must comply with certain requirements of an authority which prohibit new utility poles used to support small wireless facilities in certain areas; providing that an authority may require wireless providers to comply with certain objective design standards adopted by ordinance; authorizing an authority to waive such design standards under certain circumstances; providing a requirement for the waiver; revising an authority's authorization to apply certain ordinances to applications filed before a certain timeframe; authorizing a civil action for violations; providing actions a court may take; requiring that work in certain authority rights-of-way must comply with a specified document; providing for statutory construction; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (b) of subsection (2) of section 202.20, Florida Statutes, is amended to read:

202.20 Local communications services tax conversion rates.—

(2)

(b) Except as otherwise provided in this subsection, “replaced revenue sources,” as used in this section, means the following taxes, charges, fees, or other impositions to the extent that the respective local taxing jurisdictions were authorized to impose them prior to July 1, 2000.

1. With respect to municipalities and charter counties and the taxes authorized by s. 202.19(1):

a. The public service tax on telecommunications authorized by former s. 166.231(9).

b. Franchise fees on cable service providers as authorized by 47 U.S.C. s. 542.

c. The public service tax on prepaid calling arrangements.

d. Franchise fees on dealers of communications services which use the public roads or rights-of-way, up to the limit set forth in s. 337.401. For purposes of calculating rates under this section, it is the legislative intent that charter counties be treated as having had the same authority as municipalities to impose franchise fees on recurring local telecommunication service revenues prior to July 1, 2000. However, the Legislature recognizes

that the authority of charter counties to impose such fees is in dispute, and the treatment provided in this section is not an expression of legislative intent that charter counties actually do or do not possess such authority.

e. Actual permit fees relating to placing or maintaining facilities in or on public roads or rights-of-way, collected from providers of long-distance, cable, and mobile communications services for the fiscal year ending September 30, 1999; however, if a municipality or charter county elects the option to charge permit fees pursuant to s. 337.401(3)(c) 337.401(3)(e) 1-a., such fees shall not be included as a replaced revenue source.

2. With respect to all other counties and the taxes authorized in s. 202.19(1), franchise fees on cable service providers as authorized by 47 U.S.C. s. 542.

Section 2. Subsection (3), paragraphs (d), (e), and (f) of subsection (6), and paragraphs (b), (c), (d), (e), (f), (g), and (i) of subsection (7) of section 337.401, Florida Statutes, are amended, paragraph (r) is added to subsection (7), and subsections (8) and (9) are added to that section, to read:

337.401 Use of right-of-way for utilities subject to regulation; permit; fees.—

(3)(a) Because of the unique circumstances applicable to providers of communications services, including, but not limited to, the circumstances described in paragraph (e) and the fact that federal and state law require the nondiscriminatory treatment of providers of telecommunications services, and because of the desire to promote competition among providers of communications services, it is the intent of the Legislature that municipalities and counties treat providers of communications services in a nondiscriminatory and competitively neutral manner when imposing rules or regulations governing the placement or maintenance of communications facilities in the public roads or rights-of-way. Rules or regulations imposed by a municipality or county relating to providers of communications services placing or maintaining communications facilities in its roads or rights-of-way must be generally applicable to all providers of communications services, taking into account the distinct engineering, construction, operation, maintenance, public works, and safety requirements of the provider's facilities, and, notwithstanding any other law, may not require a provider of communications services to apply for or enter into an individual license, franchise, or other agreement with the municipality or county as a condition of placing or maintaining communications facilities in its roads or rights-of-way. In addition to other reasonable rules or regulations that a municipality or county may adopt relating to the placement or maintenance of communications facilities in its roads or rights-of-way under this subsection or subsection (7), a municipality or county may require a provider of communications services that places or seeks to place facilities in its roads or rights-of-way to register with the municipality or county. To register, a provider of communications services may be required only to provide its name and to provide the name of the registrant; the name, address, and

telephone number of a contact person for the registrant; the number of the registrant's current certificate of authorization issued by the Florida Public Service Commission, the Federal Communications Commission, or the Department of State; a statement of whether the registrant is a pass-through provider as defined in s. 337.401(6)(a)1.; the registrant's federal employer identification number; and any required proof of insurance or self-insuring status adequate to defend and cover claims. A municipality or county may not require a registrant to renew a registration more frequently than every 5 years but may require during this period that a registrant update the registration information provided under this subsection within 90 days after a change in such information. A municipality or county may not require the registrant to provide an inventory of communications facilities, maps, locations of such facilities, or other information by a registrant as a condition of registration, renewal, or for any other purpose; provided, however, that a municipality or county may require as part of a permit application that the applicant identify at-grade communications facilities within 50 feet of the proposed installation location for the placement of at-grade communications facilities. A municipality or county may not require a provider to pay any fee, cost, or other charge for registration or renewal thereof. It is the intent of the Legislature that the placement, operation, maintenance, upgrading, and extension of communications facilities not be unreasonably interrupted or delayed through the permitting or other local regulatory process. Except as provided in this chapter or otherwise expressly authorized by chapter 202, chapter 364, or chapter 610, a municipality or county may not adopt or enforce any ordinance, regulation, or requirement as to the placement or operation of communications facilities in a right-of-way by a communications services provider authorized by state or local law to operate in a right-of-way; regulate any communications services; or impose or collect any tax, fee, cost, charge, or exaction for the provision of communications services over the communications services provider's communications facilities in a right-of-way.

(b) Registration described in paragraph (a) does not establish a right to place or maintain, or priority for the placement or maintenance of, a communications facility in roads or rights-of-way of a municipality or county. Each municipality and county retains the authority to regulate and manage municipal and county roads or rights-of-way in exercising its police power, subject to the limitations imposed in this section and chapters 202 and 610. Any rules or regulations adopted by a municipality or county which govern the occupation of its roads or rights-of-way by providers of communications services must be related to the placement or maintenance of facilities in such roads or rights-of-way, must be reasonable and nondiscriminatory, and may include only those matters necessary to manage the roads or rights-of-way of the municipality or county.

(c) Any municipality or county that, as of January 1, 2019, elected to require permit fees from any provider of communications services that uses or occupies municipal or county roads or rights-of-way pursuant to former paragraph (c) or paragraph (j), Florida Statutes 2018, may continue to



require and collect such fees. A municipality or county that elected as of January 1, 2019, to require permit fees may elect to forego such fees as provided herein. A municipality or county that elected as of January 1, 2019, not to require permit fees may not elect to impose permit fees.

~~1. It is the intention of the state to treat all providers of communications services that use or occupy municipal or charter county roads or rights-of-way for the provision of communications services in a nondiscriminatory and competitively neutral manner with respect to the payment of permit fees. Certain providers of communications services have been granted by general law the authority to offset permit fees against franchise or other fees while other providers of communications services have not been granted this authority. In order to treat all providers of communications services in a nondiscriminatory and competitively neutral manner with respect to the payment of permit fees, each municipality and charter county shall make an election under either sub-subparagraph a. or sub-subparagraph b. and must inform the Department of Revenue of the election by certified mail by July 16, 2001. Such election shall take effect October 1, 2001.~~

~~a.(I) The municipality or charter county may require and collect permit fees from any providers of communications services that use or occupy municipal or county roads or rights-of-way. All fees authorized permitted under this paragraph sub-subparagraph must be reasonable and commensurate with the direct and actual cost of the regulatory activity, including issuing and processing permits, plan reviews, physical inspection, and direct administrative costs; must be demonstrable; and must be equitable among users of the roads or rights-of-way. A fee authorized permitted under this paragraph sub-subparagraph may not: be offset against the tax imposed under chapter 202; include the costs of roads or rights-of-way acquisition or roads or rights-of-way rental; include any general administrative, management, or maintenance costs of the roads or rights-of-way; or be based on a percentage of the value or costs associated with the work to be performed on the roads or rights-of-way. In an action to recover amounts due for a fee not authorized permitted under this paragraph sub-subparagraph, the prevailing party may recover court costs and attorney attorney's fees at trial and on appeal. In addition to the limitations set forth in this section, a fee levied by a municipality or charter county under this paragraph sub-subparagraph may not exceed \$100. However, permit fees may not be imposed with respect to permits that may be required for service drop lines not required to be noticed under s. 556.108(5) s. 556.108(5)(a)2. or for any activity that does not require the physical disturbance of the roads or rights-of-way or does not impair access to or full use of the roads or rights-of-way, including, but not limited to, the performance of service restoration work on existing facilities, extensions of such facilities for providing communications services to customers, and the placement of micro wireless facilities in accordance with subparagraph (7)(c)3.~~

~~(II) To ensure competitive neutrality among providers of communications services, for any municipality or charter county that elects to exercise its authority to require and collect permit fees under this sub-subparagraph,~~

~~the rate of the local communications services tax imposed by such jurisdiction, as computed under s. 202.20, shall automatically be reduced by a rate of 0.12 percent.~~

~~b. Alternatively, the municipality or charter county may elect not to require and collect permit fees from any provider of communications services that uses or occupies municipal or charter county roads or rights-of-way for the provision of communications services; however, each municipality or charter county that elects to operate under this sub-subparagraph retains all authority to establish rules and regulations for providers of communications services to use or occupy roads or rights-of-way as provided in this section.~~

~~1. If a municipality or charter county elects to not require permit fees operate under this sub-subparagraph, the total rate for the local communications services tax as computed under s. 202.20 for that municipality or charter county may be increased by ordinance or resolution by an amount not to exceed a rate of 0.12 percent. If a municipality or charter county elects to increase its rate effective October 1, 2001, the municipality or charter county shall inform the department of such increased rate by certified mail postmarked on or before July 16, 2001.~~

~~c. A municipality or charter county that does not make an election as provided for in this subparagraph shall be presumed to have elected to operate under the provisions of sub-subparagraph b.~~

~~2. Each noncharter county shall make an election under either sub-subparagraph a. or sub-subparagraph b. and shall inform the Department of Revenue of the election by certified mail by July 16, 2001. Such election shall take effect October 1, 2001.~~

~~a. The noncharter county may elect to require and collect permit fees from any providers of communications services that use or occupy non-charter county roads or rights-of-way. All fees permitted under this sub-subparagraph must be reasonable and commensurate with the direct and actual cost of the regulatory activity, including issuing and processing permits, plan reviews, physical inspection, and direct administrative costs; must be demonstrable; and must be equitable among users of the roads or rights-of-way. A fee permitted under this sub-subparagraph may not: be offset against the tax imposed under chapter 202; include the costs of roads or rights-of-way acquisition or roads or rights-of-way rental; include any general administrative, management, or maintenance costs of the roads or rights-of-way; or be based on a percentage of the value or costs associated with the work to be performed on the roads or rights-of-way. In an action to recover amounts due for a fee not permitted under this sub-subparagraph, the prevailing party may recover court costs and attorney's fees at trial and on appeal. In addition to the limitations set forth in this section, a fee levied by a noncharter county under this sub-subparagraph may not exceed \$100. However, permit fees may not be imposed with respect to permits that may be required for service drop lines not required to be noticed under s.~~

~~556.108(5)(a)2. or for any activity that does not require the physical disturbance of the roads or rights-of-way or does not impair access to or full use of the roads or rights-of-way.~~

~~b. Alternatively, the noncharter county may elect not to require and collect permit fees from any provider of communications services that uses or occupies noncharter county roads or rights-of-way for the provision of communications services; however, each noncharter county that elects to operate under this sub-subparagraph shall retain all authority to establish rules and regulations for providers of communications services to use or occupy roads or rights-of-way as provided in this section.~~

~~2. If a noncharter county elects to not require permit fees operate under this sub-subparagraph, the total rate for the local communications services tax as computed under s. 202.20 for that noncharter county may be increased by ordinance or resolution by an amount not to exceed a rate of 0.24 percent, to replace the revenue the noncharter county would otherwise have received from permit fees for providers of communications services. If a noncharter county elects to increase its rate effective October 1, 2001, the noncharter county shall inform the department of such increased rate by certified mail postmarked on or before July 16, 2001.~~

~~c. A noncharter county that does not make an election as provided for in this subparagraph shall be presumed to have elected to operate under the provisions of sub-subparagraph b.~~

~~3. Except as provided in this paragraph, municipalities and counties retain all existing authority to require and collect permit fees from users or occupants of municipal or county roads or rights-of-way and to set appropriate permit fee amounts.~~

~~(d) After January 1, 2001, In addition to any other notice requirements, a municipality must provide to the Secretary of State, at least 10 days prior to consideration on first reading, notice of a proposed ordinance governing a telecommunications company placing or maintaining telecommunications facilities in its roads or rights-of-way. After January 1, 2001, In addition to any other notice requirements, a county must provide to the Secretary of State, at least 15 days prior to consideration at a public hearing, notice of a proposed ordinance governing a telecommunications company placing or maintaining telecommunications facilities in its roads or rights-of-way. The notice required by this paragraph must be published by the Secretary of State on a designated Internet website. The failure of a municipality or county to provide such notice does not render the ordinance invalid, provided that enforcement of such ordinance must be suspended until 30 days after the municipality or county provides the required notice.~~

~~(e) The authority of municipalities and counties to require franchise fees from providers of communications services, with respect to the provision of communications services, is specifically preempted by the state because of unique circumstances applicable to providers of communications services~~

when compared to other utilities occupying municipal or county roads or rights-of-way. Providers of communications services may provide similar services in a manner that requires the placement of facilities in municipal or county roads or rights-of-way or in a manner that does not require the placement of facilities in such roads or rights-of-way. Although similar communications services may be provided by different means, the state desires to treat providers of communications services in a nondiscriminatory manner and to have the taxes, franchise fees, and other fees, costs, and financial or regulatory exactions paid by or imposed on providers of communications services be competitively neutral. Municipalities and counties retain all existing authority, if any, to collect franchise fees from users or occupants of municipal or county roads or rights-of-way other than providers of communications services, and the provisions of this subsection shall have no effect upon this authority. The provisions of this subsection do not restrict the authority, if any, of municipalities or counties or other governmental entities to receive reasonable rental fees based on fair market value for the use of public lands and buildings on property outside the public roads or rights-of-way for the placement of communications antennas and towers.

(f) Except as expressly allowed or authorized by general law and except for the rights-of-way permit fees subject to paragraph (c), a municipality or county may not levy on a provider of communications services a tax, fee, or other charge or imposition for operating as a provider of communications services within the jurisdiction of the municipality or county which is in any way related to using its roads or rights-of-way. A municipality or county may not require or solicit in-kind compensation, except as otherwise provided in s. 202.24(2)(c)8., provided that the in-kind compensation is not a franchise fee under federal law. Nothing in this paragraph impairs the authority of a municipality or county to request public, educational, or governmental access channels pursuant to ~~or~~ s. 610.109. Nothing in this paragraph shall impair any ordinance or agreement in effect on May 22, 1998, or any voluntary agreement entered into subsequent to that date, which provides for or allows in-kind compensation by a telecommunications company.

(g) A municipality or county may not use its authority over the placement of facilities in its roads and rights-of-way as a basis for asserting or exercising regulatory control over a provider of communications services regarding matters within the exclusive jurisdiction of the Florida Public Service Commission or the Federal Communications Commission, including, but not limited to, the operations, systems, equipment, technology, qualifications, services, service quality, service territory, and prices of a provider of communications services. A municipality or county may not require any permit for the maintenance, repair, replacement, extension, or upgrade of existing aerial wireline communications facilities on utility poles or for aerial wireline facilities between existing wireline communications facility attachments on utility poles by a communications services provider. However, a municipality or county may require a right-of-way permit for work that involves excavation, closure of a sidewalk, or closure of a vehicular

lane or parking lane, unless the provider is performing service restoration to existing facilities. A permit application required by an authority under this section for the placement of communications facilities must be processed and acted upon consistent with the timeframes provided in subparagraphs (7)(d) 7., 8., and 9. In addition, a municipality or county may not require any permit or other approval, fee, charge, or cost, or other exaction for the maintenance, repair, replacement, extension, or upgrade of existing aerial lines or underground communications facilities located on private property outside of the public rights-of-way. As used in this section, the term “extension of existing facilities” includes those extensions from the rights of way into a customer’s private property for purposes of placing a service drop or those extensions from the rights of way into a utility easement to provide service to a discrete identifiable customer or group of customers.

(h) A provider of communications services that has obtained permission to occupy the roads or rights-of-way of an incorporated municipality pursuant to s. 362.01 or that is otherwise lawfully occupying the roads or rights-of-way of a municipality or county shall not be required to obtain consent to continue such lawful occupation of those roads or rights-of-way; however, nothing in this paragraph shall be interpreted to limit the power of a municipality or county to adopt or enforce reasonable rules or regulations as provided in this section and consistent with chapters 202, 364, and 610. Any such rules or regulations must be in writing, and registered providers of communications services in the municipality or county must be given at least 60 days advance written notice of any changes to the rules and regulations.

(i) Except as expressly provided in this section, this section does not modify the authority of municipalities and counties to levy the tax authorized in chapter 202 or the duties of providers of communications services under ss. 337.402-337.404. This section does not apply to building permits, pole attachments, or private roads, private easements, and private rights-of-way.

~~(j) Pursuant to this paragraph, any county or municipality may by ordinance change either its election made on or before July 16, 2001, under paragraph (c) or an election made under this paragraph.~~

~~1.a.—If a municipality or charter county changes its election under this paragraph in order to exercise its authority to require and collect permit fees in accordance with this subsection, the rate of the local communications services tax imposed by such jurisdiction pursuant to ss. 202.19 and 202.20 shall automatically be reduced by the sum of 0.12 percent plus the percentage, if any, by which such rate was increased pursuant to subparagraph (c)1.b.~~

~~b.—If a municipality or charter county changes its election under this paragraph in order to discontinue requiring and collecting permit fees, the rate of the local communications services tax imposed by such jurisdiction~~

~~pursuant to ss. 202.19 and 202.20 may be increased by ordinance or resolution by an amount not to exceed 0.24 percent.~~

~~2.a.—If a noncharter county changes its election under this paragraph in order to exercise its authority to require and collect permit fees in accordance with this subsection, the rate of the local communications services tax imposed by such jurisdiction pursuant to ss. 202.19 and 202.20 shall automatically be reduced by the percentage, if any, by which such rate was increased pursuant to sub-subparagraph (c)2.b.~~

~~b.—If a noncharter county changes its election under this paragraph in order to discontinue requiring and collecting permit fees, the rate of the local communications services tax imposed by such jurisdiction pursuant to ss. 202.19 and 202.20 may be increased by ordinance or resolution by an amount not to exceed 0.24 percent.~~

~~3.a.—Any change of election pursuant to this paragraph and any tax rate change resulting from such change of election shall be subject to the notice requirements of s. 202.21; however, no such change of election shall become effective prior to January 1, 2003.~~

~~b.—Any county or municipality changing its election under this paragraph in order to exercise its authority to require and collect permit fees shall, in addition to complying with the notice requirements under s. 202.21, provide to all dealers providing communications services in such jurisdiction written notice of such change of election by September 1 immediately preceding the January 1 on which such change of election becomes effective. For purposes of this sub-subparagraph, dealers providing communications services in such jurisdiction shall include every dealer reporting tax to such jurisdiction pursuant to s. 202.37 on the return required under s. 202.27 to be filed on or before the 20th day of May immediately preceding the January 1 on which such change of election becomes effective.~~

~~(k) Notwithstanding the provisions of s. 202.19, when a local communications services tax rate is changed as a result of an election made or changed under this subsection, such rate may shall not be rounded to tenths.~~

~~(6)~~

~~(d) The amounts charged pursuant to this subsection shall be based on the linear miles of roads or rights-of-way where a communications facility is placed, not based on a summation of the lengths of individual cables, conduits, strands, or fibers. The amounts referenced in this subsection may be charged only once annually and only to one person annually for any communications facility. A municipality or county shall discontinue charging such amounts to a person that has ceased to be a pass-through provider. Any annual amounts charged shall be reduced for a prorated portion of any 12-month period during which the person remits taxes imposed by the municipality or county pursuant to chapter 202. Any excess amounts paid to a municipality or county shall be refunded to the person upon written notice~~

of the excess to the municipality or county. A municipality or county may require a pass-through provider to provide an annual notarized statement identifying the total number of linear miles of pass-through facilities in the municipality's or county's rights-of-way. Upon request from a municipality or county, a pass-through provider must provide reasonable access to maps of pass-through facilities located in the rights-of-way of the municipality or county making the request. The scope of the request must be limited to only those maps of pass-through facilities from which the calculation of the linear miles of pass-through facilities in the rights-of-way can be determined. The request must be accompanied by an affidavit that the person making the request is authorized by the municipality or county to review tax information related to the revenue and mileage calculations for pass-through providers. A request may not be made more than once annually to a pass-through provider.

(e) This subsection does not alter any provision of this section or s. 202.24 relating to taxes, fees, or other charges or impositions by a municipality or county on a dealer of communications services or authorize that any charges be assessed on a dealer of communications services, except as specifically set forth herein. A municipality or county may not charge a pass-through provider any amounts other than the charges under this subsection as a condition to the placement or maintenance of a communications facility in the roads or rights-of-way of a municipality or county by a pass-through provider, except that a municipality or county may impose permit fees on a pass-through provider consistent with paragraph (3)(c) ~~if the municipality or county elects to exercise its authority to collect permit fees under paragraph (3)(e).~~

(f) The charges under this subsection do not apply to communications facilities placed in a municipality's or county's rights-of-way prior to the effective date of this subsection with permission from the municipality or county, if any was required, except to the extent the facilities of a pass-through provider were subject to per linear foot or mile charges in effect as of October 1, 2001, in which case the municipality or county may only impose on a pass-through provider charges consistent with paragraph (b) or paragraph (c) for such facilities. Notwithstanding the foregoing, this subsection does not impair any written agreement between a pass-through provider and a municipality or county imposing per linear foot or mile charges for communications facilities placed in municipal or county roads or rights-of-way that is in effect prior to the effective date of this subsection. Upon the termination or expiration of any such written agreement, any charges imposed ~~must~~ shall be consistent with this section paragraph (b) or paragraph (c). Notwithstanding the foregoing, until October 1, 2005, this subsection ~~shall not affect a municipality or county continuing to impose charges in excess of the charges authorized in this subsection on facilities of a pass-through provider that is not a dealer of communications services in the state under chapter 202, but only to the extent such charges were imposed by municipal or county ordinance or resolution adopted prior to~~

February 1, 2002. Effective October 1, 2005, any charges imposed shall be consistent with paragraph (b) or paragraph (c).

(7)

(b) As used in this subsection, the term:

1. “Antenna” means communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.

2. “Applicable codes” means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, and includes the National Electric Safety Code and the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual ~~or local codes or ordinances adopted to implement this subsection. The term includes objective design standards adopted by ordinance that may require a new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color or that may require reasonable spacing requirements concerning the location of ground-mounted equipment. The term includes objective design standards adopted by ordinance that may require a small wireless facility to meet reasonable location context, color, stealth, and concealment requirements; however, such design standards may be waived by the authority upon a showing that the design standards are not reasonably compatible for the particular location of a small wireless facility or that the design standards impose an excessive expense. The waiver shall be granted or denied within 45 days after the date of the request.~~

3. “Applicant” means a person who submits an application and is a wireless provider.

4. “Application” means a request submitted by an applicant to an authority for a permit to collocate small wireless facilities or to place a new utility pole used to support a small wireless facility.

5. “Authority” means a county or municipality having jurisdiction and control of the rights-of-way of any public road. The term does not include the Department of Transportation. Rights-of-way under the jurisdiction and control of the department are excluded from this subsection.

6. “Authority utility pole” means a utility pole owned by an authority in the right-of-way. The term does not include a utility pole owned by a municipal electric utility, a utility pole used to support municipally owned or operated electric distribution facilities, or a utility pole located in the right-of-way within:

a. A retirement community that:



(I) Is deed restricted as housing for older persons as defined in s. 760.29(4)(b);

(II) Has more than 5,000 residents; and

(III) Has underground utilities for electric transmission or distribution.

b. A municipality that:

(I) Is located on a coastal barrier island as defined in s. 161.053(1)(b)3.;

(II) Has a land area of less than 5 square miles;

(III) Has less than 10,000 residents; and

(IV) Has, before July 1, 2017, received referendum approval to issue debt to finance municipal-wide undergrounding of its utilities for electric transmission or distribution.

7. “Collocate” or “collocation” means to install, mount, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does not include the installation of a new utility pole or wireless support structure in the public rights-of-way.

8. “FCC” means the Federal Communications Commission.

9. “Micro wireless facility” means a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

10. “Small wireless facility” means a wireless facility that meets the following qualifications:

a. Each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and

b. All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

11. “Utility pole” means a pole or similar structure that is used in whole or in part to provide communications services or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached

and does not include a pole or similar structure 15 feet in height or less unless an authority grants a waiver for such pole.

12. “Wireless facility” means equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities. The term does not include:

- a. The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;
- b. Wireline backhaul facilities; or
- c. Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

13. “Wireless infrastructure provider” means a person who has been certificated under chapter 364 to provide telecommunications service in the state or under chapter 610 to provide cable or video services in this state, or that person’s affiliate, and who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless services provider.

14. “Wireless provider” means a wireless infrastructure provider or a wireless services provider.

15. “Wireless services” means any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

16. “Wireless services provider” means a person who provides wireless services.

17. “Wireless support structure” means a freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a utility pole, pedestal, or other support structure for ground-based equipment not mounted on a utility pole and less than 5 feet in height.

(c) Except as provided in this subsection, an authority may not prohibit, regulate, or charge for the collocation of small wireless facilities in the public rights-of-way or for the installation, maintenance, modification, operation, or replacement of utility poles used for the collocation of small wireless facilities in the public rights-of-way.

(d) An authority may require a registration process and permit fees in accordance with subsection (3). An authority shall accept applications for permits and shall process and issue permits subject to the following requirements:

1. An authority may not directly or indirectly require an applicant to perform services unrelated to the collocation for which approval is sought, such as in-kind contributions to the authority, including reserving fiber, conduit, or pole space for the authority.

2. An applicant may not be required to provide more information to obtain a permit than is necessary to demonstrate the applicant's compliance with applicable codes for the placement of small wireless facilities in the locations identified in the application. An applicant may not be required to provide inventories, maps, or locations of communications facilities in the right-of-way other than as necessary to avoid interference with other at-grade or aerial facilities located at the specific location proposed for a small wireless facility or within 50 feet of such location.

3. An authority may not:

a. Require the placement of small wireless facilities on any specific utility pole or category of poles; or

b. Require the placement of multiple antenna systems on a single utility pole;

c. Require a demonstration that collocation of a small wireless facility on an existing structure is not legally or technically possible as a condition for granting a permit for the collocation of a small wireless facility on a new utility pole except as provided in paragraph (i);

d. Require compliance with an authority's provisions regarding placement of small wireless facilities or a new utility pole used to support a small wireless facility in rights-of-way under the control of the department unless the authority has received a delegation from the department for the location of the small wireless facility or utility pole, or require such compliance as a condition to receive a permit that is ancillary to the permit for collocation of a small wireless facility, including an electrical permit;

e. Require a meeting before filing an application;

f. Require direct or indirect public notification or a public meeting for the placement of communication facilities in the right-of-way;

g. Limit the size or configuration of a small wireless facility or any of its components, if the small wireless facility complies with the size limits in this subsection;

h. Prohibit the installation of a new utility pole used to support the collocation of a small wireless facility if the installation otherwise meets the requirements of this subsection; or

i. Require that any component of a small wireless facility be placed underground except as provided in paragraph (i).

4. Subject to paragraph (r), an authority may not limit the placement, by minimum separation distances, of small wireless facilities, utility poles on which small wireless facilities are or will be collocated, or other at-grade communications facilities by minimum separation distances. However, within 14 days after the date of filing the application, an authority may request that the proposed location of a small wireless facility be moved to another location in the right-of-way and placed on an alternative authority utility pole or support structure or placed on ~~may place~~ a new utility pole. The authority and the applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for 30 days after the date of the request. At the conclusion of the negotiation period, if the alternative location is accepted by the applicant, the applicant must notify the authority of such acceptance and the application shall be deemed granted for any new location for which there is agreement and all other locations in the application. If an agreement is not reached, the applicant must notify the authority of such nonagreement and the authority must grant or deny the original application within 90 days after the date the application was filed. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.

5. An authority shall limit the height of a small wireless facility to 10 feet above the utility pole or structure upon which the small wireless facility is to be collocated. Unless waived by an authority, the height for a new utility pole is limited to the tallest existing utility pole as of July 1, 2017, located in the same right-of-way, other than a utility pole for which a waiver has previously been granted, measured from grade in place within 500 feet of the proposed location of the small wireless facility. If there is no utility pole within 500 feet, the authority shall limit the height of the utility pole to 50 feet.

6. ~~Except as provided in subparagraphs 4. and 5.,~~ The installation by a communications services provider of a utility pole in the public rights-of-way, ~~other than a utility pole used designed to support a small wireless facility,~~ is ~~shall be~~ subject to authority rules or regulations governing the placement of utility poles in the public rights-of-way and ~~shall be subject to the application review timeframes in this subsection.~~

7. Within 14 days after receiving an application, an authority must determine and notify the applicant by electronic mail as to whether the application is complete. If an application is deemed incomplete, the authority must specifically identify the missing information. An application

is deemed complete if the authority fails to provide notification to the applicant within 14 days.

8. An application must be processed on a nondiscriminatory basis. A complete application is deemed approved if an authority fails to approve or deny the application within 60 days after receipt of the application. If an authority does not use the 30-day negotiation period provided in subparagraph 4., the parties may mutually agree to extend the 60-day application review period. The authority shall grant or deny the application at the end of the extended period. A permit issued pursuant to an approved application shall remain effective for 1 year unless extended by the authority.

9. An authority must notify the applicant of approval or denial by electronic mail. An authority shall approve a complete application unless it does not meet the authority's applicable codes. If the application is denied, the authority must specify in writing the basis for denial, including the specific code provisions on which the denial was based, and send the documentation to the applicant by electronic mail on the day the authority denies the application. The applicant may cure the deficiencies identified by the authority and resubmit the application within 30 days after notice of the denial is sent to the applicant. The authority shall approve or deny the revised application within 30 days after receipt or the application is deemed approved. The review of a revised application is Any subsequent review shall be limited to the deficiencies cited in the denial. If an authority provides for administrative review of the denial of an application, the review must be complete and a written decision issued within 45 days after a written request for review is made. A denial must identify the specific code provisions on which the denial is based. If the administrative review is not complete within 45 days, the authority waives any claim regarding failure to exhaust administrative remedies in any judicial review of the denial of an application.

10. An applicant seeking to collocate small wireless facilities within the jurisdiction of a single authority may, at the applicant's discretion, file a consolidated application and receive a single permit for the collocation of up to 30 small wireless facilities. If the application includes multiple small wireless facilities, an authority may separately address small wireless facility collocations for which incomplete information has been received or which are denied.

11. An authority may deny an application to collocate a proposed collocation of a small wireless facility or place a utility pole used to support a small wireless facility in the public rights-of-way if the proposed small wireless facility or utility pole used to support a small wireless facility collocation:

a. Materially interferes with the safe operation of traffic control equipment.

b. Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes.

c. Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.

d. Materially fails to comply with the 2017 2010 edition of the Florida Department of Transportation Utility Accommodation Manual.

e. Fails to comply with applicable codes.

f. Fails to comply with objective design standards authorized under paragraph (r).

12. An authority may adopt by ordinance provisions for insurance coverage, indemnification, ~~performance bonds, security funds,~~ force majeure, abandonment, authority liability, or authority warranties. Such provisions must be reasonable and nondiscriminatory. An authority may require a construction bond to secure restoration of the postconstruction rights-of-way to the preconstruction condition. However, such bond must be time-limited to not more than 18 months after the construction to which the bond applies is completed. For any financial obligation required by an authority allowed under this section, the authority shall accept a letter of credit or similar financial instrument issued by any financial institution that is authorized to do business within the United States, provided that a claim against the financial instrument may be made by electronic means, including by facsimile. A provider of communications services may add an authority to any existing bond, insurance policy, or other relevant financial instrument, and the authority must accept such proof of coverage without any conditions other than consent to venue for purposes of any litigation to which the authority is a party. An authority may not require a communications services provider to indemnify it for liabilities not caused by the provider, including liabilities arising from the authority's negligence, gross negligence, or willful conduct.

13. Collocation of a small wireless facility on an authority utility pole does not provide the basis for the imposition of an ad valorem tax on the authority utility pole.

14. An authority may reserve space on authority utility poles for future public safety uses. However, a reservation of space may not preclude collocation of a small wireless facility. If replacement of the authority utility pole is necessary to accommodate the collocation of the small wireless facility and the future public safety use, the pole replacement is subject to make-ready provisions and the replaced pole shall accommodate the future public safety use.

15. A structure granted a permit and installed pursuant to this subsection shall comply with chapter 333 and federal regulations pertaining to airport airspace protections.

(e) An authority may not require any permit or other approval or require fees, or other charges, costs, or other exactions for:

1. Routine maintenance, the performance of service restoration work on existing facilities, or repair work, including, but not limited to, emergency repairs of existing facilities or extensions of such facilities for providing communications services to customers;

2. Replacement of existing wireless facilities with wireless facilities that are substantially similar or of the same or smaller size; or

3. Installation, placement, maintenance, or replacement of micro wireless facilities that are suspended on cables strung between existing utility poles in compliance with applicable codes by or for a communications services provider authorized to occupy the rights-of-way and who is remitting taxes under chapter 202. An authority may require an initial letter from or on behalf of such provider, which is effective upon filing, attesting that the micro wireless facility dimensions comply with the limits of this subsection. The authority may not require any additional filing or other information as long as the provider is deploying the same, a substantially similar, or a smaller size micro wireless facility equipment.

Notwithstanding this paragraph, an authority may require a right-of-way permit for work that involves excavation, closure of a sidewalk, or closure of a vehicular lane or parking lane, unless the provider is performing service restoration on an existing facility and the work is done in compliance with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual. An authority may require notice of such work within 30 days after restoration and may require an after-the-fact permit for work which would otherwise have required a permit.

(f) Collocation of small wireless facilities on authority utility poles is subject to the following requirements:

1. An authority may not enter into an exclusive arrangement with any person for the right to attach equipment to authority utility poles.

2. The rates and fees for collocations on authority utility poles must be nondiscriminatory, regardless of the services provided by the collocating person.

3. The rate to collocate small wireless facilities on an authority utility pole may not exceed \$150 per pole annually.

4. Agreements between authorities and wireless providers that are in effect on July 1, 2017, and that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless

facilities on authority utility poles, remain in effect, subject to applicable termination provisions. The wireless provider may accept the rates, fees, and terms established under this subsection for small wireless facilities and utility poles that are the subject of an application submitted after the rates, fees, and terms become effective.

5. A person owning or controlling an authority utility pole shall offer rates, fees, and other terms that comply with this subsection. By the later of January 1, 2018, or 3 months after receiving a request to collocate its first small wireless facility on a utility pole owned or controlled by an authority, the person owning or controlling the authority utility pole shall make available, through ordinance or otherwise, rates, fees, and terms for the collocation of small wireless facilities on the authority utility pole which comply with this subsection.

a. The rates, fees, and terms must be nondiscriminatory and competitively neutral and must comply with this subsection.

b. For an authority utility pole that supports an aerial facility used to provide communications services or electric service, the parties shall comply with the process for make-ready work under 47 U.S.C. s. 224 and implementing regulations. The good faith estimate of the person owning or controlling the pole for any make-ready work necessary to enable the pole to support the requested collocation must include pole replacement if necessary.

c. For an authority utility pole that does not support an aerial facility used to provide communications services or electric service, the authority shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested collocation, including necessary pole replacement, within 60 days after receipt of a complete application. Make-ready work, including any pole replacement, must be completed within 60 days after written acceptance of the good faith estimate by the applicant. Alternatively, an authority may require the applicant seeking to collocate a small wireless facility to provide a make-ready estimate at the applicant's expense for the work necessary to support the small wireless facility, including pole replacement, and perform the make-ready work. If pole replacement is required, the scope of the make-ready estimate is limited to the design, fabrication, and installation of a utility pole that is substantially similar in color and composition. The authority may not condition or restrict the manner in which the applicant obtains, develops, or provides the estimate or conducts the make-ready work subject to usual construction restoration standards for work in the right-of-way. The replaced or altered utility pole shall remain the property of the authority.

d. An authority may not require more make-ready work than is required to meet applicable codes or industry standards. Fees for make-ready work may not include costs related to preexisting damage or prior noncompliance. Fees for make-ready work, including any pole replacement, may not exceed actual costs or the amount charged to communications services providers



other than wireless services providers for similar work and may not include any consultant fee or expense.

(g) For any applications filed before the effective date of ordinances implementing this subsection, an authority may apply current ordinances relating to placement of communications facilities in the right-of-way related to registration, permitting, insurance coverage, indemnification, ~~performance bonds, security funds,~~ force majeure, abandonment, authority liability, or authority warranties. Permit application requirements and small wireless facility placement requirements, including utility pole height limits, that conflict with this subsection must shall be waived by the authority. An authority may not institute, either expressly or de facto, a moratorium, zoning-in-progress, or other mechanism that would prohibit or delay the filing, receiving, or processing of registrations, applications, or issuing of permits or other approvals for the collocation of small wireless facilities or the installation, modification, or replacement of utility poles used to support the collocation of small wireless facilities.

(i)1. In an area where an authority has required all public utility lines in the rights-of-way to be placed underground, a wireless provider must comply with written, objective, reasonable, and nondiscriminatory requirements that prohibit new utility poles used to support small wireless facilities if:

a. The authority, at least 90 days prior to the submission of an application, has required all public utility lines to be placed underground;

b. Structures that the authority allows to remain above ground are reasonably available to wireless providers for the collocation of small wireless facilities and may be replaced by a wireless provider to accommodate the collocation of small wireless facilities; and

c. A wireless provider may install a new utility pole in the designated area in the right-of-way that otherwise complies with this subsection and it is not reasonably able to provide wireless service by collocating on a remaining utility pole or other structure in the right-of-way.

2. For small wireless facilities installed before an authority adopts requirements that public utility lines be placed underground, an authority adopting such requirements must:

a. Allow a wireless provider to maintain the small wireless facilities in place subject to any applicable pole attachment agreement with the pole owner; or

b. Allow the wireless provider to replace the associated pole within 50 feet of the prior location in accordance with paragraph (r). A wireless provider shall, in relation to a small wireless facility, utility pole, or wireless support structure in the public rights-of-way, comply with nondiscriminatory undergrounding requirements of an authority that prohibit above-

ground structures in public rights-of-way. Any such requirements may be waived by the authority.

(r) An authority may require wireless providers to comply with objective design standards adopted by ordinance. The ordinance may only require:

1. A new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color;

2. Reasonable spacing requirements concerning the location of a ground-mounted component of a small wireless facility which does not exceed 15 feet from the associated support structure; or

3. A small wireless facility to meet reasonable location context, color, camouflage, and concealment requirements, subject to the limitations in this subsection; and

4. A new utility pole used to support a small wireless facility to meet reasonable location context, color, and material of the predominant utility pole type at the proposed location of the new utility pole.

Such design standards under this paragraph may be waived by the authority upon a showing that the design standards are not reasonably compatible for the particular location of a small wireless facility or utility pole or are technically infeasible or that the design standards impose an excessive expense. The waiver must be granted or denied within 45 days after the date of the request.

(8)(a) Any person aggrieved by a violation of this section may bring a civil action in a United States District Court or in any other court of competent jurisdiction.

(b) The court may:

1. Grant temporary or permanent injunctions on terms as it may deem reasonable to prevent or restrain violations of this section; and

2. Direct the recovery of full costs, including awarding reasonable attorney fees, to the party who prevails.

(9) All work in the authority's rights-of-way under this section must comply with the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual.

Section 3. Nothing in this act shall be construed to delay the issuance of permits for other utility work, including, but not limited to, permits related to electricity or gas work in the rights-of-way.

Section 4. This act shall take effect July 1, 2019.

Approved by the Governor June 25, 2019.

Filed in Office Secretary of State June 25, 2019.

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

# Leon County Board of County Commissioners

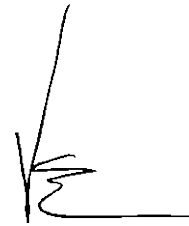
## Agenda Item #3

December 10, 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 December 10, 2019 and pre-approval of payment of bills and vouchers for the period of December 11, 2019 through January 27, 2020.

### **Fiscal Impact:**

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

### **Staff Recommendation:**

Option #1: Approve the payment of bills and vouchers submitted for December 10, 2019 and pre-approve the payment of bills and vouchers for the period of December 11, 2019 through January 27, 2020.

## **Report and Discussion**

### **Background:**

The Office of Financial Stewardship/Management and Budget (OMB) reviews the bills and vouchers printout, submitted for approval during the December 10<sup>th</sup> meeting, the morning of Monday, December 9, 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 January 28, 2020, it is advisable for the Board to pre-approve payment of the County's bills for December 11, 2019 through January 28, 2020 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 December 10, 2019 and pre-approve the payment of bills and vouchers for the period of December 11, 2019 through January 27, 2020.
2. Do not approve the payment of bills and vouchers submitted for December 10, 2019, and do not pre-approve the payment of bills and vouchers for the period of December 11, 2019 through January 27, 2020.
3. Board direction.

### **Recommendation:**

Option #1

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

# Leon County Board of County Commissioners

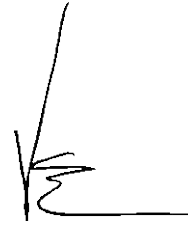
## Agenda Item #4

December 10, 2019

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

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

**Title:** FY 2019 Carry Forward Adjustments



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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Scott Ross, Director, Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Timothy Barden, Budget Manager Eryn Calabro, Senior Management and Budget Analyst

### **Statement of Issue:**

This agenda item seeks Board approval to authorize the final carry forward of FY 2019 appropriations to the FY 2020 Budget.

### **Fiscal Impact:**

This item has a fiscal impact. The item recommends final adjustments to capital project carry forwards and grant projects due to a final review of project balances and the processing of final payments as part of the year-end close out process.

### **Staff Recommendation:**

Option #1: Authorize the additional carry forwards and adjustments of FY 2019 appropriations to the FY 2020 budget by adopting the Resolution and Budget Amendment (Attachment #1).



## **Report and Discussion**

### **Background:**

This agenda item seeks Board approval of a final year-end carry forward budget amendment. The Board approved preliminary carry forwards at its November 12, 2019 meeting. Subsequent to the November 12, 2019 meeting, a final review of capital project balances, and additional year-end accounting adjustments (i.e. journal voucher payments, year-end payables, closing of purchase orders, the posting of interest to select grant projects, and the booking of deferred revenues) supports the recommended additional carry forward of projects and final adjustments to project balances.

### **Analysis:**

The FY 2019 final carry forward shows capital projects and budget adjustments to the preliminary carry forward (Attachment #1). These funds will be added to or reduced from the FY 2020 adopted budget for the sole purpose of completing the projects for which the funds were originally appropriated in FY 2019.

### **Options:**

1. Authorize the additional carry forwards and adjustments of FY 2019 appropriations to the FY 2020 budget by adopting the Resolution and Budget Amendment (Attachment #1).
2. Do not authorize the carry forward of FY 2019 appropriations to the FY 2020 budget.
3. Board direction.

### **Recommendation:**

Option #1

### **Attachment:**

1. Resolution and Budget Amendment

RESOLUTION NO.

WHEREAS, the Board of County Commissioners of Leon County, Florida, approved a budget for fiscal year 2019/2020; and,

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

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

Adopted this 10<sup>th</sup> day of December, 2019.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Bryan Desloge, Chairman  
Board of County Commissioners

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

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

Approved as to Form:  
Leon County Attorney's Office

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

**FISCAL YEAR 2019/2020**  
**BUDGET AMENDMENT REQUEST**

No: BAB20005  
Date: 11/20/2019

Agenda Item No:  
Agenda Item Date: 12/10/2019

County Administrator

Deputy County Administrator

\_\_\_\_\_  
Vincent S. Long

\_\_\_\_\_  
Alan Rosenzweig

**Request Detail:**

**Revenues**

	Account Information						
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>	Current Budget	Change	Adjusted Budget

**Fiscal Year 2019 Carry Forwards  
See Attached**

Subtotal: -

**Expenditures**

	Account Information						
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>	Current Budget	Change	Adjusted Budget

Subtotal: -

**Purpose of Request:**

\_\_\_\_\_  
Group/Program Director

\_\_\_\_\_  
Budget Manager

\_\_\_\_\_  
Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution ☒ Motion ☐ Administrator ☐

FY 2019/2020 Capital Improvement Carry Forwards						
Account Description	Fund	Org	Account	Program	Revenue	Expenditure
<b>Capital Improvement: Fund 305</b>						
Appropriated Fund Balance	305	000	399900	000	4,230,062	
Belair-Annawood Septic to Sewer Grant	305	062007	56300	535		1,594,324
NE Lake Munson	305	062008	56300	535		2,750,000
Parks Capital Maintenance	305	046001	54600	572		(110,788)
Greenways Capital Maintenance	305	046009	54600	572		(1,750)
Transportation and Stormwater Improvements	305	056010	56300	541		(5,101)
2/3rds Tower Oaks Private Road Paving	305	057917	56300	541		(3,494)
Faulk Drive Pond Sediment Removal	305	063010	56300	538		3,185
Stormwater Infrastructure Preventative Maintenance	305	067006	56300	538		(7,967)
Supervisor of Elections Technology	305	076005	56400	519		16,832
Permit & Enforcement Technology	305	076015	56400	571		2,996
Courthouse Renovations	305	086027	56201	519		(7,580)
Medical Examiner Facility (Construction)	305	086067	56294	527		37,746
Building Mechanic Repairs and Maintenance	305	086077	56300	519		1,900
Building General Maintenance and Renovations	305	086079	56200	519		(40,241)
<b>Capital Improvement Subtotal</b>					<b>4,230,062</b>	<b>4,230,062</b>
<b>Gas Tax: Fund 306</b>						
Appropriated Fund Balance	306	000	399900	000	(266,928)	
Public Works Design and Engineering Services	306	056011	56300	541		(2,185)
Sidewalk Program	306	056013	56300	541		(264,743)
<b>Gas Tax Subtotal</b>					<b>(266,928)</b>	<b>(266,928)</b>
<b>Extended Local Option Sales Tax: Fund 309</b>						
BP2000 JPA Revenue	309	000	343916	000	(10,640)	
Fords Arm - Lexington Pond Retrofit	309	063005	56100	538		(10,640)
<b>Fund 309 Subtotal</b>					<b>(10,640)</b>	<b>(10,640)</b>
<b>Solid Waste: Fund 401</b>						
Appropriated Fund Balance	401	000	399900	000	(198,655)	
Transfer Station Heavy Equipment Replacement	401	036010	56400	534		(194,470)
Landfill Closure	401	036043	53100	534		(4,185)
<b>Solid Waste Subtotal</b>					<b>(198,655)</b>	<b>(198,655)</b>
<b>FY 2019/2020 Grant Carry Forwards</b>						
Account Description	Fund	Org	Account	Program	Revenue	Expenditure
<b>EMS/DOH - EMS Matching Grant M7019</b>						
Pool Interest Allocation	127	961061	361111	000	462	
Other Contractual Services	127	961061	53400	526		462
<b>Subtotal</b>					<b>462</b>	<b>462</b>
<b>EMS/DOH - EMS Matching Grant M7018</b>						
Pool Interest Allocation	127	961062	361111	000	249	
Other Contractual Services	127	961062	54800	526		249
<b>Subtotal</b>					<b>249</b>	<b>249</b>

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

# Leon County Board of County Commissioners

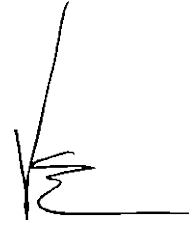
## Agenda Item #5

December 10, 2019

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

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

**Title:** FY 2019 Tangible Personal Property Status Report



<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 Shelly Kelley, Director, Purchasing Division
<b>Lead Staff/ Project Team:</b>	Geri Forslund, Procurement Administrator Jay Kirkland, Purchasing Agent & Property Control Specialist

### **Statement of Issue:**

As required by Florida Statutes and the County's Tangible Personal Property Policy No. 02-5, this item seeks acceptance of the FY 2019 Tangible Personal Property Report to document the disposal of County property.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the FY 2019 Tangible Personal Property Status Report.

## Report and Discussion

### **Background:**

As required by Chapter 274, Florida Statutes, *Tangible Personal Property Owned by Local Governments*, and Section V of the County's Tangible Personal Property Policy No. 02-5 (Attachment #2), the Purchasing Division provides an annual report to the Board regarding the disposal of County tangible personal property. To comply with Statutes and the Rules of the Chief Financial Officer, the Purchasing Division conducts an annual physical inventory of all tangible personal property items and reports the findings including dispositions to the Board. The County is responsible for maintaining inventory control on all items under its authority, as well as items of the Property Appraiser, the Tax Collector, the Clerk of Courts, Supervisor of Elections, and the Health Department. Florida Statutes charges the Sheriff with maintaining their own inventory/property control system. All items were properly inventoried and accounted for during last fiscal year.

In keeping with the Rules of the Chief Financial Officer for missing items (Rule 69I-73.001 F.A.C.), the Board has authorized the Purchasing Division to place items not found during the annual inventory in a holding category of "Items Not Found First Year". Each custodian with items in this category is provided a list and instructions to make every effort to locate the missing items. Items not found during the following annual inventory are deleted from the Property Control records and reported to the Board annually.

### **Analysis:**

The following analysis summarizes the annual tangible personal property report into the following three sections: Surplus Auctions, Annual Inventory and Deletion of Property Items.

#### *Surplus Auctions*

The disposition of tangible personal property of local governments is specified in Chapter 274, Florida Statutes. The statutes require counties to dispose of tangible personal property by public sale, either to other government units or to the public. Several sales were held this year via PublicSurplus.com internet auction site with net proceeds of \$180,283.

#### *Annual Inventory*

Property Control staff and department custodians have recently completed the FY 2019 annual inventory of 8,197 tangible personal property assets valued at \$64,923,716. All items were found.

#### *Deletion of Property Items*

There are several reasons that items need to be deleted from the property records. Reasons for deletion include: being sold; donated; traded-in; dealer buy-back; returned; discarded; cannibalized; lost; recycled; transferred; and inventory not found for two years.

The total number of property items deleted in FY 2019 is 243 (Attachment #1). Listed in the following table are the reasons for deletion and the number of items by category.

*Table 1: Requested Items for Deletion from County Inventory*

<b>Reason</b>	<b>Number of Items</b>
Sold	29
Donated to Goodwill per Board direction	180
Traded-in, dealer buy-back, returned	9
Discarded, cannibalized, junked, recycled	25
<b>Total</b>	<b>243</b>

**Options:**

1. Accept the FY 2019 Tangible Personal Property Status Report.
2. Do not accept the FY 2019 Tangible Personal Property Status Report.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. List of tangible personal property deleted from the Property Control records
2. Policy No. 02-5 “Tangible Personal Property Policy and Procedures”



## FY 19 Tangible Personal Property Items Deleted From Property Control Records

PROPERTY ITEMS SOLD		
ITEM #	ASSET #	DESCRIPTION
1	18291	CEMENT MIXER, GILSON
2	24692	JEEP CHEROKEE
3	25714	GILSON MIXER, 11-S
4	25805	MOWER, TORO REELMASTERV
5	26305	FORD EXPLORER
6	27818	MESSAGE BOARD
7	27819	MESSAGE BOARD
8	27820	MESSAGE BOARD
9	29887	FIELD GROOMER, TORO
10	30043	ATLAS/MAP STAND
11	31489	F-150
12	31862	GMC 2500 SIERRA
13	31862	GMC 2500 SIERRA
14	32077	FORD ESCAPE
15	32584	MACK DUMP TRUCK
16	32588	FORD RANGER
17	32742	MOWER, FERRIS
18	33192	F-750
19	33228	F-750
20	33266	GMC 1500
21	34380	STAND-ON SPREADER, CUB CADET
22	35035	PLATE COMPACTOR
23	35036	PLATE TAMPER
24	36047	PLATE COMPACTOR
25	30704	CHEVY 3500 AMBULANCE
26	30705	CHEVY 3500 AMBULANCE
27	30706	CHEVY 3500 AMBULANCE
28	30907	CHEVY 3500 AMBULANCE
29	31573	F-350

PROPERTY ITEMS DONATED TO GOODWILL PER BOCC		
ITEM #	ASSET #	DESCRIPTION
1	27110	CISCO CATALYST 3500, 24-PORT
2	27602	BOOKCHECK 3M
3	28679	CPU, TOUGHBOOK
4	29878	COMPUTER, TOUGHBOOK
5	30659	CPU, LAPTOP DELL 810
6	30673	CPU, LAPTOP DELL 810
7	30845	CPU, DELL GX620
8	31438	CPU, LAPTOP DELL D820
9	31446	CPU, LAPTOP DELL D820
10	31452	CPU, DELL OPTIPLEX 745
11	31455	CPU, DELL OPTIPLEX 745

PROPERTY ITEMS DONATED TO GOODWILL PER BOCC		
ITEM #	ASSET #	DESCRIPTION
12	31485	CPU, DELL OPTIPLEX 745
13	31486	CPU, DELL OPTIPLEX 745
14	31487	CPU, DELL OPTIPLEX 745
15	31627	CPU, LAPTOP DELL 640M
16	31796	CISCO 2960G-48
17	31798	CISCO 2960G-48
18	31952	CPU, LAPTOP DELL D830
19	32425	CPU, DELL 755
20	32616	CPU, LAPTOP DELL E5500
21	32724	CPU DELL 755
22	32726	CPU DELL 755
23	32727	CPU DELL 755
24	32772	CPU, LAPTOP DELL E5500
25	32888	CPU, DELL 760
26	33037	CPU, LAPTOP DELL E5500
27	33108	CPU, LAPTOP DELL E4300
28	33188	CPU, DELL 780
29	33267	CPU, DELL 780
30	33284	PRINTER, HP 4015N
31	33431	CPU, DELL 780
32	33433	CPU, DELL 780
33	33434	CPU, DELL 780
34	33435	CPU, DELL 780
35	33437	CPU, DELL 780
36	33438	CPU, DELL 780
37	33440	CPU, DELL 780
38	33441	CPU, DELL 780
39	33445	CPU, DELL 780
40	33446	CPU, DELL 780
41	33447	CPU, DELL 780
42	33448	CPU, DELL 780
43	33450	CPU, DELL 780
44	33457	CPU, DELL 780
45	33458	CPU, DELL 780
46	33459	CPU, DELL 780
47	33460	CPU, DELL 780
48	33461	CPU, DELL 780
49	33464	CPU, DELL 780
50	33672	CPU, DELL 780
51	33704	PPC 19 TABLET
52	33722	CPU, DELL 780
53	33723	CPU, DELL 780
54	33742	CPU, DELL 780
55	33745	CPU, DELL 780
56	33762	CPU, LAPTOP DELL E5510
57	33780	CPU, LENOVO ALL IN ONE

PROPERTY ITEMS DONATED TO GOODWILL PER BOCC		
ITEM #	ASSET #	DESCRIPTION
58	33788	CPU, LENOVO ALL IN ONE
59	33794	CPU, LENOVO ALL IN ONE
60	33798	CPU, LENOVO ALL IN ONE
61	33799	CPU, LENOVO ALL IN ONE
62	33808	CPU, LENOVO ALL IN ONE
63	33818	CPU, LENOVO ALL IN ONE
64	33821	CPU, LENOVO ALL IN ONE
65	33824	CPU, LENOVO ALL IN ONE
66	33825	CPU, LENOVO ALL IN ONE
67	33835	CPU, LENOVO ALL IN ONE
68	33838	CPU, LENOVO ALL IN ONE
69	33841	CPU, LENOVO ALL IN ONE
70	33843	CPU, LENOVO ALL IN ONE
71	33847	CPU, LENOVO ALL IN ONE
72	33849	CPU, LENOVO ALL IN ONE
73	33854	CPU, LENOVO ALL IN ONE
74	33862	CPU, LENOVO ALL IN ONE
75	33867	CPU, LENOVO ALL IN ONE
76	33869	CPU, LENOVO ALL IN ONE
77	33881	CPU, LENOVO ALL IN ONE
78	33890	CPU, LENOVO ALL IN ONE
79	33983	CPU, LAPTOP DELL E5510
80	33984	CPU, LAPTOP DELL E5510
81	33986	CPU, LAPTOP DELL E5510
82	33987	CPU, DELL 780
83	33997	CPU, DELL 780
84	34001	CPU, DELL 780
85	34003	CPU, DELL 780
86	34009	CPU, DELL 780
87	34026	CPU, DELL 780
88	34031	CPU, DELL 780
89	34033	CPU, DELL 780
90	34035	CPU, DELL 780
91	34039	CPU, DELL 780
92	34040	CPU, DELL 780
93	34041	CPU, DELL 780
94	34064	CPU, DELL 780
95	34065	CPU, DELL 780
96	34067	CPU, DELL 780
97	34071	CPU, DELL 780
98	34128	CPU, DELL 780
99	34131	CPU, DELL 780
100	34132	CPU, DELL 780
101	34160	CPU, DELL780
102	34187	INTERNATIONAL AMBULANCE
103	34220	CPU, DELL 790

PROPERTY ITEMS DONATED TO GOODWILL PER BOCC		
ITEM #	ASSET #	DESCRIPTION
104	34273	CPU, DELL 790
105	34334	CPU, DELL 790
106	34397	CPU, DELL 790
107	34462	HONDA CIVIC
108	34485	CPU, DELL 790
109	34489	CPU, DELL 790
110	34493	CPU, DELL 790
111	34511	CPU, LAPTOP DELL E5520
112	34512	CPU, LAPTOP DELL E5520
113	34604	CPU, LAPTOP, DELL E5520
114	34609	CPU, DELL 790
115	34612	CPU, DELL 790
116	34661	CPU, DELL 790
117	34664	CPU, DELL 790
118	34668	CPU, DELL 790
119	34671	CPU, DELL 790
120	34672	CPU, DELL 790
121	34673	CPU, DELL 790
122	34674	CPU, DELL 790
123	34676	CPU, DELL 790
124	34680	CPU, DELL 790
125	34681	CPU, DELL 790
126	34683	CPU, DELL 790
127	34686	CPU, DELL 790
128	34697	CPU, DELL 790
129	34699	CPU, DELL 790
130	34717	DELL 790
131	34723	DELL 790
132	34728	DELL 790
133	34729	DELL 790
134	34815	CPU, DELL 7010
135	34886	CPU, DELL 3010
136	34891	CPU, DELL 3010
137	34893	CPU, DELL 3010
138	34894	CPU, DELL 3010
139	34901	CPU, DELL 3010
140	34913	CPU, DELL 3010
141	34914	CPU, DELL 3010
142	34924	CPU, DELL 3010
143	34932	CPU, DELL 3010
144	34934	CPU, DELL 3010
145	34938	CPU, DELL 3010
146	34942	CPU, DELL 3010
147	34958	CPU, DELL 3010
148	34959	CPU, DELL 3010
149	34965	CPU, DELL 3010

PROPERTY ITEMS DONATED TO GOODWILL PER BOCC		
ITEM #	ASSET #	DESCRIPTION
150	34984	CPU, DELL 3010
151	34987	CPU, DELL 3010
152	34997	CPU, DELL 3010
153	34999	CPU, DELL 3010
154	35002	CPU, DELL 3010
155	35004	CPU, DELL 3010
156	35005	CPU, DELL 3010
157	35010	CPU, DELL 3010
158	35011	CPU, DELL 3010
159	35012	CPU, DELL 3010
160	35041	CPU, DELL 7010
161	35177	CPU, DELL 7010
162	35277	CPU, DELL 3010
163	35285	CPU, DELL 3010
164	35296	CPU, DELL 3010
165	35331	CPU, DELL 3010
166	35342	CPU, DELL 3010
167	35343	CPU, DELL 3010
168	35345	CPU, DELL 3010
169	35347	CPU, DELL 3010
170	35372	CPU, DELL 3010
171	35462	CPU, LAPTOP DELL E5530
172	35472	CPU, LAPTOP DELL E5530
173	35474	CPU, LAPTOP DELL E5530
174	35594	DELL VENUE 11 PRO
175	35675	DELL M4800 LAPTOP
176	35720	DELL 9020
177	36270	DELL 3020 MICRO PC
178	36311	DELL 3020 MICRO PC
179	36338	DELL 3020 MICRO PC
180	36348	DELL 3020 MICRO PC

PROPERTY ITEMS TRADED-IN/DEALER BUY-BACK/RETURNED		
ITEM #	ASSET #	DESCRIPTION
1	33616	INTERNATIONAL AMBULANCE
2	34188	INTERNATIONAL AMBULANCE
3	34705	INTERNATIONAL AMBULANCE
4	34863	F-150
5	35416	F-150
6	35417	F-150
7	35523	VOLVO MOTORGRADER
8	35524	VOLVO MOTORGRADER
9	35525	VOLVO MOTORGRADER

PROPERTY ITEMS DISCARDED/CANNIBALIZED/JUNKED/RECYCLED		
ITEM #	ASSET #	DESCRIPTION
1	15789	FLAT BED, BLACK 22' TRAILER
2	27496	BAGGAGE XRAY MACHINE
3	27743	CANNON MICROFILM 800
4	30093	MACK DUMP TRUCK
5	30369	FOOTBALL/SOCCER GOAL PEVO
6	30370	FOOTBALL/SOCCER GOAL PEVO
7	30371	FOOTBALL/SOCCER GOAL PEVO
8	30372	FOOTBALL/SOCCER GOAL PEVO
9	31275	SOCCER GOAL, ALUMINUM
10	31276	SOCCER GOAL, ALUMINUM
11	31851	SOCCER GOAL, BARE ALUMINUM
12	31881	SOCCER GOAL, BARE ALUMINUM
13	32098	PORTABLE XTS 1500
14	32102	PORTABLE XTS 1500
15	32654	ALUMINUM GOAL 24X8
16	32655	ALUMINUM GOAL 21X7
17	32656	ALUMINUM GOAL 21X7
18	32657	ALUMINUM GOAL 21X7
19	32658	ALUMINUM GOAL 21X7
20	32659	ALUMINUM GOAL 18X6
21	32660	ALUMINUM GOAL 18X6
22	32797	CISCO 2960
23	36930	JOHN DEERE 5085E TRACTOR
24	38507	LARYNGOSCOPE-VIDEO
25	38525	LARYNGOSCOPE-VIDEO

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

**Policy No. 02-5**

Title: Tangible Personal Property Policy and Procedures  
Date Adopted: September 24, 2019  
Effective Date: September 24, 2019  
Reference: Chapter 274, Florida Statutes  
Policy Superseded: Policy No. 98- , adopted November 24, 1998; Policy No. 02-5,  
adopted April 16, 2002, revised December 13, 2005

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It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 02-5 “Tangible Personal Property Policy and Procedures”, adopted by the Board of County Commissioners on December 13, 2005, be amended and a revised policy is hereby adopted in its place, to wit:

**LEON COUNTY**  
**TANGIBLE PERSONAL PROPERTY POLICY AND PROCEDURES**

**TABLE OF CONTENTS**

	<u>Page</u>
Section I      Definitions.....	3
Section II     Tangible Personal Property Records and Reports.....	4
Section III    Acquisitions of Tangible Personal Property .....	4
Section IV    Property Transfers and Surplus Property .....	6
Section V     Cannibalization and Disposal of Residues .....	6
Section VI    Physical Inventory, Tagging and Condition Coding of Property Items .....	6
Section VII   Special Accounting and Reporting Procedures .....	8



## SECTION I DEFINITIONS

1. County Tangible Personal Property is defined as property which:
  - a. is not fixed in place and not an integral part of a structure or facility;
  - b. is not an integral part or component of another piece of equipment;
  - c. has an original acquisition cost of \$1,000 or more;
  - d. is not consumed in use; and
  - e. has a useful life of one year or more after initial acquisition.
2. Property Custodian is defined as any department head, division head, or County employee under Leon County Government as designated by the County Administrator; any Constitutional Officer of the County, except for the Sheriff; the Court Administrator; and any other individual or entity having possession and control of County tangible personal property.  
3. Custodian's Delegate means a person under the supervision of the Property Custodian, to which person the Custodian may delegate the use and immediate control of property, and from whom the Custodian may require custody receipts.
  - a. Gaining Custodian – property being added to inventory.
  - b. Losing Custodian – property being removed from inventory.
4. Property Control is the program within the Purchasing Division charged with the responsibility of maintaining the records for County tangible personal property, of conducting annual physical inventories of all tangible personal property owned by the County, of tagging or otherwise labeling property acquired by the County and of coordinating other matters related to County tangible personal property including its transfer, cannibalization, and disposal.
5. Fiscal Year means the County government's fiscal year (October 1 - September 30) as established by Section 129.04, Florida Statutes.
6. Surplus refers to items no longer needed or used by a custodian that are transferred to the Surplus Account and which may be obtained by other custodians.
7. Salvage refers to items that are unserviceable or uneconomically repairable and transferred to the Salvage Account for disposition through sale, donation or discard.
8. Storage refers to those items being stored at a facility other than the work location of a property custodian for use at a later date but retained on the custodian's inventory.

**SECTION II                    TANGIBLE PERSONAL PROPERTY RECORDS AND REPORTS**

1.     Property Control shall record all tangible personal property acquired by the County in the Fixed Asset Accounting System. This system shall include all information required by Florida Statutes and the Chief Financial Officer.
2.     Each Property Custodian will be provided, upon request, the Inventory Report of all property under their control. The Property Custodian shall review the Inventory Report for accuracy and notify Property Control of any corrections required.
3.     Each Property Custodian shall provide a monthly notification of property acquisitions to property control.

**SECTION III                ACQUISITION OF TANGIBLE PERSONAL PROPERTY**

1.     Property is acquired by the County in several different ways:
  - a.     By the direct purchase of property using County funds.
  - b.     By donation from private individuals, state or other governmental agencies.
  - c.     By the direct purchase of property using grant, state or federal funds.
  - d.     By lease-purchase agreement.
2.     Purchase of Property with County Funds:
  - a.     Board Operations
    - 1)     Each County Department, through the designated Department Head, is authorized to procure property through the County Purchasing Department if specifically budgeted in a "56400" object account and the individual item is over \$1000 in cost. Constitutional Officers have the authority to make procurements from their own budgets. The Sheriff's Department is specifically excluded from the provision of this manual.
    - 2)     Acquisition by County Departments, except for the Health Department: The necessary information to record these procurements in the Fixed Asset Accounting System will be obtained by Property Control from the Finance Department through the data contained in paid vouchers. At the time this information is acquired, a property number will be assigned, and the item will be tagged by Property Control in accordance with procedures described in Section VI of this policy.

**Tangible Personal Property Policy and Procedures**  
**Policy No. 02-5**

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- b. Constitutional Officers (Tax Collector, Property Appraiser, Supervisor of Elections, Clerk of Courts).
    - 1) The Departments under the Constitutional Officers acquire tangible personal property through procurement from their own budgets.
    - 2) In order for Property Control to record such items, it will be necessary for the Property Custodian/Delegate of these Constitutional Offices to provide information to Property Control for evaluation, tagging and subsequent inclusion of the property in the tangible personal property record. The Property Control Form shall be used by the Custodian/Delegate to inform Property Control.
  - c. Health Department
    - 1) The Health Department receives tangible personal property through procurement with State and/or County funds.
    - 2) It will be necessary for the Custodian/Delegate to use the same Property Control Form as described above to inform Property Control of all acquired tangible personal property items.
3. Property Donated to the County:
- Any tangible personal property donated to the County by governmental agencies, private enterprise or by individuals will be listed on the Property Control Form by the appropriate Property Custodian and forwarded to Property Control within 15 days of receipt of such items. The form should include all known information on the item donated. Property Control will, as soon as possible, inspect the property and evaluate it as to serviceability and value, and then determine whether or not it should be included on the Property Control Form. All such items approved for inclusion in the inventory will be tagged and entered in the Tangible Personal Property Record.
4. Purchase of Property using grant, state or federal funds:
- Tangible personal property acquired by any County agency or department from other resources such as Federal or State Grants shall be accounted for in the same manner as property acquired with County Funds. The Finance Department will notify the Custodian of any exception to this standard procedure (OMB Circular No. A-87).
5. Lease-Purchase Agreements:
- a. In accordance with the criteria set forth in the Financial Accounting Standards Board's Statement No. 13, Accounting for Leases, all tangible personal property items acquired through lease-purchase agreement by any County department or agency will be included in the Tangible Personal Property Record at the beginning of the term of the agreement. Property Control will notify the department or agency receiving the item of any exception to this rule.

**Tangible Personal Property Policy and Procedures**  
**Policy No. 02-5**

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- b. It is the responsibility of the Property Custodian or Delegate to inform Property Control of all lease-purchase agreements pertaining to tangible personal property and to provide them with a copy of the agreement.

**SECTION IV                      PROPERTY TRANSFERS AND SURPLUS PROPERTY**

1. Transfers of tangible personal property between Property Custodians will be handled as follows:
  - a. The Custodian losing the property will, for each different gaining Custodian, complete one Property Control Form. On the form, the losing Custodian will include for each item the following: the Property Control Number and a brief description, including its serial number. The form will then be sent to Property Control to initiate the transfer. If an item(s) needs to be moved, Property Control shall forward a copy of the form to Facilities Management. Then the original form shall be forwarded to the gaining Custodian to sign and return to Property Control.
  - b. Property Control will make the necessary adjustments to the property records.
2. Surplus property will be held in place and reported to Property Control. If a redistribution of the property is not immediately possible, it will be moved to a designated storage site and deleted from the reporting Custodian's Inventory Record by Property Control.

**SECTION V                      CANNIBALIZATION AND DISPOSAL OF RESIDUES**

When a decision has been reached by the Custodian to cannibalize or dispose of unserviceable or uneconomically repairable equipment, the following procedure will apply:

1. Prior to actual disposal or cannibalization, a Property Control form outlining the action and the reason(s) for said action shall be completed by the Custodian and forwarded to Property Control. Property Control shall update the property control records. Prior to the end of the Fiscal Year, Property Control shall write an agenda item as a status report to the Board to include all deleted items from the Tangible Personal Property Record. The deleted items shall all be removed as of September 30 of the current Fiscal Year.
2. The Leon County authorized recycling center(s) is the designated location for all junked property, including all hazardous waste.

**SECTION VI                      PHYSICAL INVENTORY, TAGGING AND CONDITION CODING OF PROPERTY ITEMS**

1. Each item of tangible personal property located in inventory shall be marked or tagged with its property number and the inscription, "Property of Leon County, Florida", in accordance with Chapter 274, Florida Statutes, Florida Administrative Code and the Rules of the Chief Financial Officer, Rule 69I-73.001.

**Tangible Personal Property Policy and Procedures**  
**Policy No. 02-5**

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2. Physical inventories will be conducted by Property Control. Such inventories will be in coordination with the appropriate Property Custodian or his designated delegate. The individual taking the inventory should not be the Custodian charged with the items to be inventoried.
3. The type of inventory conducted will fall into one of three categories as indicated below:
  - a. New - The initial inventory for setting up the Tangible Personal Property Record of a new or reorganized department.
  - b. Annual - An inventory of all tangible personal property shall be taken once each fiscal year in each department.
  - c. Special - An inventory taken at the request of the Property Custodian, when there is a change of a Custodian or by direction of the Leon County Government. An inventory shall be taken by Property Control of all tangible personal property within a department when there is a change in the Property Custodian or his designated Delegate.
4. The inventory will be an actual physical verification that a specific item exists at the site and in the condition indicated on the Tangible Personal Property Record. The most recent copy of the Tangible Personal Property Record will be used when conducting the inventory.
5. Every item located on the inventory will be classified as to its general condition and serviceability.
  - a. Property other than vehicles:
    - 1) Condition "1", Good means the item is serviceable, new or in almost new condition showing little sign of wear and tear.
    - 2) Condition "2", Fair means the item is still serviceable for its primary use but shows definite signs of wear and tear.
    3. Condition "3", Poor means the item was found to be unserviceable at the time of inventory. Such items should be disposed of or declared surplus in accordance with applicable provisions in this manual.
  - b. Vehicle Condition Coding:
    - 1) Condition "1", Good, a serviceable vehicle with over 50% of its life expectancy, mileage and/or operating hours remaining.
    2. Condition "2", Fair, a serviceable vehicle with less than 50% of its life expectancy, mileage and/or operating hours remaining.
    3. Condition "3", Poor, a vehicle which is determined to be unserviceable.
  - c. Items previously marked or tagged, but for some reason the marking is not legible or is missing, will be retagged using the original Property Control Number.

**Tangible Personal Property Policy and Procedures**  
**Policy No. 02-5**

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6. During the Physical Inventory, if tangible personal property is found that is not on the property record, action will be taken by Property Control to evaluate it and place it on the Property Record in the department where it was found.
7. Upon completion of an inventory, the Property Custodian will acknowledge acceptance of all property as listed on the current inventory report. It shall be the responsibility of the Property Custodian to trace and reconcile to the satisfaction of Property Control all discrepancies existing between the inventory and the Tangible Personal Property Record. Any discrepancies remaining unreconciled 15 days after inventory, as authorized by the Board and the Rules of the Chief Financial Officer shall be placed in a holding category of items not found the first year. Each custodian with items in this category is provided a list and instructions to make every effort to locate the missing items. Items not found during the following annual inventory shall be deleted from the Property Control records.

**SECTION VII      SPECIAL ACCOUNTING AND REPORTING PROCEDURES**

This section covers special procedures not otherwise outlined in this manual.

1. Lost or Stolen Property:
  - a. When it is evident that an item of tangible personal property has been lost or stolen, immediate action will be taken by the Property Custodian to locate it. If the item has been determined stolen, Property Control must supply the incident report that was received from law enforcement. If the item cannot be located, Property Control will be notified by memorandum by the Property Custodian.
  - b. Property Control will use the memorandum and any additional information as is appropriate as a basis to remove the item from the Property Records.
2. Tangible Personal Property Installed on Vehicles or on Other Major Items of Equipment:
  - a. In the interest of economy, the County may, from time to time, purchase a vehicle or a major piece of equipment and subsequently purchase additional items for installation using County manpower and resources to complete the piece of equipment or to fill a special requirement.
  - b. Items of this nature will not be accounted for separately but will be considered a part of the basic major item. The Property Record will show the Base Cost as the cost of the basic item plus the cost of any additional item(s) installed thereon.
  - c. Items in this category include, but are not limited to, the following:
    - 1) Vehicle bodies.
    - 2) Installed hoists and winches.
    - 3) Installed air compressors.
    - 4) Storage tanks installed on vehicles or trailers.
    - 5) Installed flashing lights, light assemblies and sirens.
    - 6) Any other miscellaneous items like those above.

**Tangible Personal Property Policy and Procedures**  
**Policy No. 02-5**

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- d. Excluded from this policy are radios and communication equipment which will be shown on the Tangible Personal Property Record separately.
  - e. The Property Custodian will notify Property Control of any changes to the basic major item.
  - f. When County warrants or other acquisition documents reflect procurement of items as are described above, Property Control will prepare the necessary documents to add the item(s) to the basic piece of equipment on the Property Record.
  - g. When a vehicle or other major piece of equipment is disposed of or traded, and the installed property item is recaptured for subsequent use, it will be the responsibility of the Property Custodian to advise Property Control of the action and of the anticipated use of the recovered item.
3. Internal Transfer of Property Between Locations:
- a. Some Property Custodians have large accounts with tangible personal property located in several different locations. Examples are: Tax Collector, Supervisor of Elections, Clerk of the Circuit Court, Public Library, and Public Works. These separate locations are identified on the Tangible Personal Property Record. It is the responsibility of the Property Custodian to advise Property Control of any transfer of tangible personal property from one location to another in order to keep the Property Record up to date. Notification should be made on the Transfer of Tangible Personal Property Form. Temporary transfers need not be reported, but all permanent or indefinite transfers should be reported as soon as they occur.
  - b. Property Control will update the Tangible Personal Property Record by entering all such transfers on the Property Control Form when notified.

*Revised 9/24/2019*

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



# Leon County Board of County Commissioners

## Agenda Item #6

December 10, 2019

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

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

**Title:** Resolution of Support for Legislation to Prohibit the Sale of Smoking and Vaping Products to Those Under the Age of 21 and Require State Licensure of Vaping Establishments

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

### **Statement of Issue:**

This agenda item seeks the Board's adoption of a Resolution in support of state-wide legislation to prohibit the sale of smoking and vaping products to those under the age of 21 and to require retail licensure of vaping establishments.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Adopt the Resolution of support for legislation to prohibit the sale of smoking and vaping products to those under the age of 21 and to require retail licensure of vaping establishments across the state of Florida (Attachment #1).

## **Report and Discussion**

### **Background:**

During the November 12, 2019 meeting, the Board requested a resolution be prepared for consideration in support of state-wide legislation to prohibit the sale of smoking and vaping products to those under the age of 21 and to require retail licensure of vaping establishments (Attachment #1).

### **Analysis:**

At the November 12, 2019 meeting, the Board received a report on local government ordinances prohibiting the sale of smoking and vaping products to those under the age of 21 which included an overview of existing laws governing the sale of tobacco and nicotine products in the State of Florida (Attachment #2). As presented in the report, nearly 500 counties and municipalities around the country, as well as 18 states, have adopted ordinances or laws to raise the minimum age for the purchase of tobacco and nicotine products from 18 to 21 years of age in recent years. In Florida, however, the minimum legal age for these sales has remained 18 years of age, as provided by Section 569.101, Florida Statutes. Retailers of tobacco products in Florida are required to obtain a state retail tobacco dealer permit and post a clear and conspicuous sign that the sale of tobacco products is prohibited to persons under the age of 18 and that proof of age is required for purchase.

Furthermore, while the sale of “vaping” products is regulated separately from tobacco products in Chapter 877, F.S., the Statute extends the current prohibitions related to tobacco products to the sale, gifting, possession, or use of nicotine dispensing devices and nicotine products to and by persons under 18 years of age. Vaping products, such as electronic cigarettes (e-cigarettes), are flavored liquid nicotine products that create a water vapor which can be inhaled and can contain the same amount of nicotine as an entire pack of cigarettes. Notably, however, retail dealers of electronic smoking devices, such as electronic cigarettes, are not required to obtain a retail tobacco product dealer permit unless they also sell tobacco products as defined in Sec. 569.002, F.S.

During the 2019 Florida Legislative Session, SB 1618 was filed which would have increased the minimum age to lawfully purchase tobacco products (not including cigars) from 18 to 21 years of age. SB 1618 passed in the Senate but was not considered in the House. At this time, similar bills have been filed for the 2020 legislative session. The attached Resolution proposed for the Board’s consideration, would indicate Leon County’s support of legislation to prohibit the sale of smoking and vaping products to those under the age of 21 and to regulate the retail licensure of vaping establishments consistently with the existing regulations for the sale of tobacco products. Should the Board wish to adopt the proposed Resolution (Attachment #1), copies of the Resolution will be shared with the members of Leon County’s legislative delegation, the Speaker of the House, the Senate President, and relevant committee chairs as appropriate.

**Options:**

1. Adopt the Resolution of support for legislation to prohibit the sale of smoking and vaping products to those under the age of 21 and to require retail licensure of vaping establishments across the state of Florida (Attachment #1).
2. Do not adopt the Resolution of support for legislation to prohibit the sale of smoking and vaping products to those under the age of 21 and to require retail licensure of vaping establishments across the state of Florida.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Resolution of support
2. November 12, 2019 Report on local government Ordinances prohibiting the sale of smoking and vaping products to those under the age of 21

**LEON COUNTY RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF COUNTY  
COMMISSIONERS OF LEON COUNTY, FLORIDA,  
SUPPORTING LEGISLATION TO PROHIBIT THE SALE OF  
SMOKING AND VAPING PRODUCTS TO THOSE UNDER THE  
AGE OF 21 AND REQUIRE STATE LICENSURE OF VAPING  
ESTABLISHMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, the American Heart Association (AHA) reports that tobacco use continues to be a significant public health concern and is a leading cause of preventable death in the United States; and

**WHEREAS**, in 2013, 2.1 million people smoke cigarettes for the first time, half of which were under the age of 18, and the U.S. Surgeon General estimates that nearly 6 million children will die prematurely in adulthood if current trends continue; and

**WHEREAS**, use of vaping devices is more popular than any traditional tobacco product among youth and has increased by 900% among high school students, as reported by the U.S. Surgeon General in 2015; and

**WHEREAS**, the ingredients in the vapor have been linked to serious lung disease which has resulted in a recent surge in vaping-related illnesses across the country; and

**WHEREAS**, nearly 500 counties and municipalities around the country, and 18 states, have adopted ordinances or laws to raise the minimum age for the purchase of tobacco products to 21; and

**WHEREAS**, in Florida, the minimum legal age for these sale remains 18 years of age, as provided by Section 569.101, Florida Statutes; and

**WHEREAS**, Section 569.101 requires retailers of tobacco products in Florida to obtain a state retail tobacco dealer permit and post a clear and conspicuous sign that the sale of tobacco products is prohibited to persons under the age of 18 and that proof of age is required for purchase; and

**WHEREAS**, the sale of “vaping” products is regulated separately from tobacco products in Chapter 877, F.S and retail dealers of these products are not required to obtain a retail tobacco product dealer permit unless they also sell tobacco products as defined in Sec. 569.002, F.S.;

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

**Section 1. Support for Legislation Prohibiting the Sale of Smoking and Vaping Products to Those Under the Age of 21 and Require State Licensure of Vaping Establishments.**

1. The County supports state-wide legislation to prohibit the sale of smoking and vaping products to those under the age of 21.

1  
2 2. The County supports state-wide legislation to regulate the retail licensure of vaping establishments  
3 consistently with the existing regulations for the sale of tobacco products.

4 3. This Resolution shall be transmitted to the Speaker of the House, the Senate President, relevant  
5 committee chairs, and all members of our Legislative delegation upon its passage

6 **Section 2. Effective Date.**

7  
8 This resolution shall have effect upon adoption.  
9

10 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,  
11 Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
12

13 LEON COUNTY, FLORIDA  
14

15  
16 By: \_\_\_\_\_  
17 Bryan Desloge, Chairman  
18 Board of County Commissioners  
19

20 ATTESTED BY:  
21 Gwendolyn Marshall, Clerk of Court  
22 & Comptroller, Leon County, Florida  
23

24  
25 By: \_\_\_\_\_  
26

27 APPROVED AS TO FORM:  
28 Leon County Attorney's Office  
29

30  
31 By: \_\_\_\_\_  
32 Herbert W. A. Thiele, Esq.  
33 County Attorney

# Leon County Board of County Commissioners

## Agenda Item #27

November 12, 2019

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

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

Herbert W. A. Thiele, County Attorney

**Title:** Report on Local Government Ordinances Prohibiting the Sale of Smoking and Vaping Products to Those Under the Age of 21

<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
<b>Lead Staff/ Project Team:</b>	Andrew Johnson, Assistant to the County Administrator Erin Kenney, Management Intern

### **Statement of Issue:**

This agenda item provides a report on local government ordinances prohibiting the sale of smoking and vaping products to those under the age of 21 and seeks direction if the Board wishes to proceed with developing an ordinance for Leon County.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #3: Board direction.

Title: Report on Local Government Ordinances Prohibiting the Sale of Smoking and Vaping Products to Those Under the Age of 21

November 12, 2019

Page 2`

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## **Report and Discussion**

### **Background:**

At the July 9, 2019 meeting, the Board directed staff to prepare a report on local government ordinances prohibiting the sale of smoking and vaping products to those under the age of 21. As of November 2019, two local governments in Florida (Alachua County and the City of Fort Lauderdale) have adopted local ordinances to this effect. This item provides an overview of these ordinances and presents options for the Board's consideration should the Board wish to proceed with developing a similar ordinance for Leon County. However, as discussed in further detail in the Analysis section below, the County Attorney's office has raised significant concerns related to the enforceability of such an ordinance. Specifically, the County Attorney has stated that it will likely be challenging to ensure compliance among all tobacco retailers in the County, particularly considering the time- and resource-intensive process required to obtain relief from the court for each noncompliant retailer.

In recent years, nearly 500 counties and municipalities around the country, as well as 18 states, have adopted ordinances or laws to raise the minimum age for the purchase of tobacco products to 21. These local ordinances and state laws are consistent with the nationwide Tobacco 21 campaign which seeks to raise the minimum legal age for tobacco and nicotine sales in the United States to 21. In Leon County, these efforts are also advocated by the Tobacco Free Leon Partnership, a community partnership dedicated to decreasing the use of addictive nicotine products. Key partners comprising Tobacco Free Leon include Big Bend Area Health Education Centers, which provides assistance to citizens seeking to quit using nicotine products, and Students Working Against Tobacco, a statewide initiative that enlists youth to advocate against efforts by the tobacco industry to target youth in advertising. At the May 14, 2019, representatives of the Tobacco Free Leon Partnership presented to the Board a brief overview of the organization's efforts to decrease tobacco use and announced that their organization is drafting a proposed ordinance that would require a local tobacco retail license that would mirror Florida's state tobacco retail license.

The American Heart Association (AHA) also supports efforts to raise the minimum tobacco sales age to 21 (Attachment #1). According to the AHA, tobacco use continues to be a significant public health concern and is a leading cause of preventable death in the U.S. Nearly 25% of high school students still report using tobacco products, and the U.S. Surgeon General estimated that nearly 6 million children will die prematurely in adulthood if current trends continue. Further, in 2013, 2.1 million people smoked cigarettes for the first time, half of which were under the age of 18. Nearly 90% of smokers begin before age 18, and 95% begin before turning 26. This is a critical period for growth and development, one during which the brain may be especially susceptible and sensitive to the effects of nicotine. The AHA advocates increasing the minimum legal sale age for tobacco products to 21 in an effort to reduce youths' access to, and use of, tobacco products.

As discussed in further detail below, two local governments in Florida, Alachua County and the City of Fort Lauderdale, have adopted ordinances prohibiting the sale of tobacco products to those under the age of 21. In addition to these ordinances, in October 2019, the City of Palmetto, Florida is proceeding with the adoption of a similar ordinance, and the Hillsborough County Board of County Commissioners has held an initial public hearing to gather citizen input on a potential

Title: Report on Local Government Ordinances Prohibiting the Sale of Smoking and Vaping Products to Those Under the Age of 21

November 12, 2019

Page 3`

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ordinance that would ban “vaping” for people under the age of 21. Vaping is the act of inhaling and exhaling the vapor of a nicotine-containing liquid that is heated by a device to turn it into an aerosol or vapor. Vaping has grown in popularity in recent years, especially among youths, and has caused serious health complications. Alachua County’s ordinance, which most closely aligns with the model ordinance supported by the Tobacco Free Leon Partnership and the AHA, establishes a local tobacco retail licensing program and requires all retailers of tobacco and/or nicotine products to obtain an annual retail license specific to Alachua County. Also, because the County cannot compel a local law enforcement agency to enforce its ordinance, violations of Alachua County’s ordinance are enforced by a special magistrate.

**Analysis:**

The Analysis section of this agenda item begins by providing an overview of existing laws governing the sale of tobacco and nicotine products. Following this, as directed by the Board at the July 9, 2019 meeting, this section provides a summary of ordinances recently adopted by other local governments in Florida regulating the minimum age for the purchase of tobacco products. Finally, this item presents options for the Board’s consideration should the Board wish to proceed with developing a similar ordinance in Leon County.

**Overview of Existing Laws Governing the Sale of Tobacco and Nicotine Products:**

In Florida, the sale of tobacco products to persons under the age of 18 is prohibited by Section 569.101, Florida Statutes. The Division of Alcoholic Beverage and Tobacco within the Florida Department of Business and Professional Regulation is the state agency responsible for the regulation and enforcement of the tobacco products. Retailers of tobacco products are required to obtain a state retail tobacco dealer permit, which has an annual license fee of \$50. Retailers are required to post a clear and conspicuous sign that the sale of tobacco products is prohibited to persons under the age of 18 and that proof of age is required for purchase. The Division of Alcoholic Beverage and Tobacco is required to make the signs available to retailers. Retailers must also have instructional material in the form of a calendar or similar format to assist in determining the age of the person attempting to purchase a tobacco product.

The sale of “vaping” products is regulated separately from tobacco products in Chapter 877, Florida Statutes. Vaping products are flavored liquid nicotine products that create a water vapor which can be inhaled. Section 877.112, F.S., provides for the regulation of nicotine dispensing devices and nicotine products, such as electronic cigarettes (e-cigarettes). This statute extends the current prohibitions related to tobacco products to the sale, gifting, possession, or use of nicotine dispensing devices and nicotine products to and by persons under 18 years of age. Notably, however, retail dealers of electronic smoking devices, such as electronic cigarettes, are not required to obtain a retail tobacco product dealer permit unless they also sell tobacco products as defined in Sec. 569.002, F.S.

Vaping devices were originally marketed as an aid to help people quit smoking. However, these devices have never received Food and Drug Administration approval as smoking cessation devices. Vaping has become popular recently, especially among young people. This is partly due to the sleek design of vaping devices (“e-cigarettes”), and also because one “vape cartridge” can



Title: Report on Local Government Ordinances Prohibiting the Sale of Smoking and Vaping Products to Those Under the Age of 21

November 12, 2019

Page 4`

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contain the same amount of nicotine as an entire pack of cigarettes, making it a cheaper alternative to smoking. Among youth, e-cigarettes are more popular than any traditional tobacco product. In 2015, the U.S. Surgeon General reported that e-cigarette use among high school students had increased by 900 percent, and 40 percent of young e-cigarette users had never smoked regular tobacco.

A recent surge in vaping-related illnesses across the country has drawn considerable public attention. The ingredients in the vapor being inhaled vary greatly and can include volatile organic compounds, heavy metals, and flavorants such as diacetyl which is linked to serious lung disease. As of November 2019, more than 1,400 pulmonary illness cases had been reported to the federal Centers for Disease Control and Prevention. There have been 33 deaths confirmed in the United States. In Florida, at least 68 vaping-related illnesses and one death linked to vaping have been reported to date.

During the 2019 Florida Legislative Session, SB 1618 was filed which would have increased the minimum age to lawfully purchase tobacco products (not including cigars) from 18 to 21 years of age. The bill was passed by the Senate but was not considered in the House. A similar bill, HB 151, has been filed for the 2020 session.

Alachua County and City of Fort Lauderdale Ordinances:

As of November 2019, Alachua County and Fort Lauderdale are the only local governments in Florida that have adopted an ordinance raising the minimum age for tobacco sales to 21. Alachua County passed its ordinance in January 2019 with enforcement beginning on October 22, 2019. The City of Fort Lauderdale passed a similar ordinance in September 2019 that will go in to effect in March 2020. A discussion of both ordinances is provided below.

The Alachua County ordinance (Attachment #2) raises the minimum legal sales age from 18 to 21 for tobacco and tobacco related products, including e-cigarettes and nicotine delivery devices. The ordinance also establishes a local retail licensing program and requires that no person shall sell or offer to sell any of these products without first having obtained a license to do so from Alachua County. This is in addition to any currently required state and federal licenses. The cost of a retail license is \$230, which is determined based upon Alachua County's costs to administer and enforce the ordinance. Each local retail license is valid for one year and cannot be granted if the location is within 1,000 feet of a public school.

Penalties for violation of the ordinance are as follows:

- 1<sup>st</sup> violation: 7-day suspension of local tobacco retail license
- 2<sup>nd</sup> violation within 24-month period: 30-day suspension
- 3<sup>rd</sup> violation within 24-month period: 90-day suspension
- 4<sup>th</sup> violation within 24-month period: revocation with no option to reapply

Alachua County's ordinance provided for a ten-month phase-in period between the adoption of its ordinance and the beginning of the County's implementation in order to conduct public outreach and allow time for retailers to obtain a local license. However, at this time, only approximately

Title: Report on Local Government Ordinances Prohibiting the Sale of Smoking and Vaping Products to Those Under the Age of 21

November 12, 2019

Page 5`

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20% of tobacco retailers in Alachua County have obtained a local license. In addition, Alachua County has planned to contract with Information Systems and Networks (ISN) to enforce its tobacco retail ordinance. ISN is currently contracted to perform tobacco compliance inspections throughout Florida for the U.S. Food and Drug Administration. However, at this time, Alachua County has not yet finalized its contract with ISN based primarily of the inability to come to agreement regarding the consultant's responsibilities versus the County's responsibilities. The County is still seeking to finalize its contract with ISN by the end of this calendar year. To administer the program, revenues derived from the County's local tobacco retail license fees are utilized to fund a part-time staff position to process license applications and ordinance violations. Alachua County has indicated that, at this time, the implementation of its ordinance is exceeding the capacity of the part-time staff position assigned to assist with the program.

The City of Fort Lauderdale's ordinance (Attachment #3) similarly raises the minimum sales age for tobacco and nicotine produces from 18 to 21. However, the Fort Lauderdale's ordinance does not establish a local licensing program. The ordinance is administered in-house through the City's code enforcement process and the City's police department may conduct retail inspections. Additionally, because Fort Lauderdale's ordinance does not require retailers to obtain a local license, civil penalties are imposed for ordinance violations, as follows:

- 1<sup>st</sup> offense: written warning notice with no civil penalty as a first response to a violation
- 2<sup>nd</sup> offense: \$500 civil citation
- All subsequent offenses: \$1,000 civil citation

Tobacco Retail Ordinance in Leon County:

Should the Board wish to consider a local ordinance to raise the minimum age for tobacco and nicotine sales to 21, it is recommended that such an ordinance mirror the provisions of the ordinance adopted by Alachua County (Attachment #2), which closely aligns with the model policy supported by the Tobacco Free Leon Partnership and the American Heart Association. Such an ordinance would apply to the sales of tobacco products as well as vaping products. It is recommended that the local license include requirements regarding product placement and signage in order to prevent exposure to and the sale of tobacco products to minors. Penalties for violation of the ordinance would include escalating suspensions of the local tobacco retail license, mirroring the penalties provided in Alachua County's ordinance.

Under this model, a local retail licensing program would be established, to be administered by Leon County's Permit and Code Services Division. The fee for a local retail license would be determined based upon the anticipated costs to administer and enforce the ordinance, including the full staffing costs associated with the implementation of the program. To enforce the ordinance, random and unannounced inspections must occur to ensure compliance, in the same manner as inspections are currently conducted for compliance with a retailer's state tobacco retail permit. This would require a team of inspectors trained to conduct undercover inspections, to collect and preserve evidence, and to provide support to the County in enforcement and judicial actions. As such, and because the County cannot compel the Leon County Sheriff's Office or the Tallahassee Police Department to enforce a local ordinance and conduct retail inspections, it is recommended that the County contract with a private service provider to conduct retail inspections, similar to the

Title: Report on Local Government Ordinances Prohibiting the Sale of Smoking and Vaping Products to Those Under the Age of 21

November 12, 2019

Page 6`

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manner in which Alachua County is enforcing its ordinance. Leon County's Permit and Code Services Division would process license applications and ordinance violations and collect fees, and ordinance violations would be processed either through a special magistrate or through the County's Code Enforcement Board.

The County Attorney's office has raised significant concerns related to the enforceability of a local tobacco retail ordinance. As demonstrated by the implementation of a similar ordinance in Alachua County, it will be challenging to require all tobacco retailers in the County to obtain a local tobacco retail license, monitor compliance, and process ordinance violations. As discussed above, despite a ten-month phase in period, only approximately 20% of tobacco retailers in Alachua County have obtained a local license. Additionally, the County Attorney's office indicates that it will also be challenging to ensure compliance if a vendor either refuses to obtain a local license or has a pattern of significant and multiple violations. This may require the County to seek injunctive relief, which is a time- and resource-intensive process, from the court for every individual retailer that refuses to comply.

Should the Board wish to proceed with the development of a draft ordinance, Option #2 in this agenda item provides the direction to do so. Under this option, staff would present a draft ordinance to the Board at the December 10, 2019 meeting along with an analysis of the estimated fiscal impact and the projected cost to retailers for an annual tobacco retail license and seek the Board's consideration to schedule a Public Hearing for adoption of the ordinance in January 2020.

**Options:**

1. Accept the status report and take no further action.
2. Accept the status report and authorize staff to proceed with the development of an ordinance to raise the minimum legal sales age for tobacco and nicotine products from 18 to 21.
3. Board direction.

**Recommendation:**

Option #3: Board direction.

**Attachments:**

1. American Heart Association Issue Paper
2. Alachua County Ordinance
3. City of Fort Lauderdale Ordinance

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #7**

# Leon County Board of County Commissioners

## Agenda Item #7

December 10, 2019

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

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

**Title:** Resolution of Support for U.S. Senate Bill 2552: Expanding Health Care Options for Early Retirees Act

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

### **Statement of Issue:**

This agenda item seeks Board adoption of a Resolution in support of U.S. Senate Bill 2552: Expanding Health Care Options for Early Retirees Act.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Adopt the proposed Resolution of support for U.S. Senate Bill 2552: Expanding Health Care Options for Early Retirees Act (Attachment #1).

## **Report and Discussion**

### **Background:**

At the November 12, 2019 meeting, the Board requested a resolution be prepared for consideration in support of U.S. Senate Bill 2552: Expanding Health Care Options for Early Retirees Act (Attachment #1).

### **Analysis:**

In September 2019, U.S. Senate Bill 2552: Expanding Health Care Options for Early Retirees Act (S. 2552) was introduced in the U.S. Senate and seeks to amend Title XVIII of the Social Security Act: Health Insurance for the Aged and Disabled (Attachment #2). Title XVIII of the Social Security Act, commonly referred to as Medicare, is the federal health insurance program that provides benefits for individuals over the age of 65 and individuals with certain disabilities and diseases. As proposed, S. 2552 would expand Medicare eligibility to provide first responders between the ages of 50 and 64 who are separated from service due to retirement or disability, the option to buy into Medicare. If enacted, this would include qualified first responders from Leon County's Emergency Medical Services and the Leon County Sheriff's Office.

S. 2552 and its companion bill filed in the U.S. House of Representatives, H.R. 4527, have been referred to committees for consideration during the second session of the 116<sup>th</sup> Congress, but neither have yet been heard. The attached Resolution proposed for the Board's consideration supports the favorable consideration of S. 2552 and the House companion, H.R. 4527. In addition, staff will continue to monitor and provide the Board with updates on the status of these bills throughout the second session of the 116<sup>th</sup> Congress.

### **Options:**

1. Adopt the proposed Resolution in support of U.S. Senate Bill 2552: Expanding Health Care Options for Early Retirees Act (Attachment #1).
2. Do not adopt the proposed Resolution in support of U.S. Senate Bill 2552: Expanding Health Care Options for Early Retirees Act.
3. Board direction.

### **Recommendation:**

Option #1

### **Attachments:**

1. Proposed Resolution of support
2. U.S. Senate Bill 2552 Bill Language

**LEON COUNTY RESOLUTION NO.**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, SUPPORTING U.S. SENATE BILL 2552: EXPANDING HEALTH CARE OPTIONS FOR EARLY RETIREES ACT TO PROVIDE AN OPTION FOR FIRST RESPONDERS BETWEEN THE AGES OF 50 AND 64 WHO ARE SEPERATED FROM SERVICE DUE TO RETIREMENT OR DISABILITY TO BUY INTO MEDICARE; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, Title XVIII of the Social Security Act, commonly referred to as Medicare, is the federal health insurance program that provides benefits for individuals over the age of 65 and individuals with certain disabilities and diseases; and

**WHEREAS**, U.S. Senate Bill 2552: Expanding Health Care Options for Early Retirees Act was introduced in September 2019 and seeks to amend Title XVIII of the Social Security Act: Health Insurance for the Aged and Disabled; and

**WHEREAS**, U.S. Senate Bill 2552 (S. 2552) would expand Medicare eligibility to provide first responders between the ages of 50 and 64 who are separated from service due to retirement or disability the option to buy into Medicare; and

**WHEREAS**, this measure would expand health care options for eligible first responders across the nation, including first responders separated from service with Leon County's Emergency Medical Services and the Leon County Sheriff's Office; and

**WHEREAS**, S. 2552 and its companion bill filed in the U.S. House of Representatives, H.R. 4527, have been referred to committees for consideration during the second session of the 116<sup>th</sup> Congress;

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

**Section 1. Support of the Expanding Health Care Options for Early Retirees Act.**

1. The County supports the favorable consideration of S. 2552 and H.R. 4527 during the second session of the 116<sup>th</sup> Congress to expand health care options for eligible first responders separated from service.

2. This Resolution shall be transmitted to all members of Leon County's federal Legislative delegation, relevant committee chairs, and other members of the U.S. House and Senate as appropriate upon its passage.

**Section 2. Effective Date.**

This resolution shall have effect upon adoption.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,  
Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Bryan Desloge, 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



II

116TH CONGRESS  
1ST SESSION

# S. 2552

To amend title XVIII of the Social Security Act to provide an option for first responders age 50 to 64 who are separated from service due to retirement or disability to buy into Medicare.

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## IN THE SENATE OF THE UNITED STATES

SEPTEMBER 26, 2019

Mr. BROWN introduced the following bill; which was read twice and referred to the Committee on Finance

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## A BILL

To amend title XVIII of the Social Security Act to provide an option for first responders age 50 to 64 who are separated from service due to retirement or disability to buy into Medicare.

1 *Be it enacted by the Senate and House of Representa-*  
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Expanding Health  
5 Care Options for Early Retirees Act”.

1 **SEC. 2. MEDICARE BUY-IN OPTION FOR FIRST RESPOND-**  
2 **ERS 50 TO 64 YEARS OF AGE WHO ARE SEPA-**  
3 **RATED FROM SERVICE DUE TO RETIREMENT**  
4 **OR DISABILITY.**

5 (a) IN GENERAL.—Title XVIII of the Social Security  
6 Act (42 U.S.C. 1395c et seq.) is amended by adding at  
7 the end the following new section:

8 “MEDICARE BUY-IN OPTION FOR FIRST RESPONDERS 50  
9 TO 64 YEARS OF AGE WHO ARE SEPARATED FROM  
10 SERVICE DUE TO RETIREMENT OR DISABILITY

11 “SEC. 1899C. (a) OPTION.—

12 “(1) IN GENERAL.—Every individual who meets  
13 the requirements described in paragraph (3) shall be  
14 eligible to enroll under this section.

15 “(2) PART A, B, AND D BENEFITS.—An indi-  
16 vidual enrolled under this section is entitled to the  
17 same benefits (and shall receive the same protec-  
18 tions) under this title as an individual who is enti-  
19 tled to benefits under part A and enrolled under  
20 parts B and D, including the ability to enroll in a  
21 Medicare Advantage plan that provides qualified pre-  
22 scription drug coverage (an MA–PD plan).

23 “(3) REQUIREMENTS FOR ELIGIBILITY.—The  
24 requirements described in this paragraph are the fol-  
25 lowing:

1           “(A) The individual is a resident of the  
2 United States.

3           “(B) The individual is—

4               “(i) a citizen or national of the United  
5 States; or

6               “(ii) an alien lawfully admitted for  
7 permanent residence.

8           “(C) The individual is not otherwise enti-  
9 tled to benefits under part A or eligible to en-  
10 roll under part A or part B.

11           “(D) The individual has attained 50 years  
12 of age but has not attained 65 years of age.

13           “(E) The individual is a qualified first re-  
14 sponder (as defined in paragraph (4)(B)).

15           “(4) DEFINITIONS.—In this section:

16               “(A) FIRST RESPONDER.—The term ‘first  
17 responder’ means—

18                   “(i) a qualified law enforcement offi-  
19 cer (as defined in section 926B(c) of title  
20 18, United States Code);

21                   “(ii) an employee described in clause  
22 (i) of section 72(t)(10)(B) of the Internal  
23 Revenue Code of 1986 who provides fire-  
24 fighting services or emergency medical  
25 services; or

1 “(iii) a Federal firefighter described  
2 in section 8331(21) or 8401(14) of title 5,  
3 United States Code.

4 “(B) QUALIFIED FIRST RESPONDER.—The  
5 term ‘qualified first responder’ means a first re-  
6 sponder who is separated from service due to  
7 retirement or disability.

8 “(b) ENROLLMENT AND COVERAGE PERIODS.—

9 “(1) IN GENERAL.—The Secretary shall estab-  
10 lish enrollment and coverage periods for individuals  
11 who enroll under this section.

12 “(2) COORDINATION.—Such periods shall be es-  
13 tablished in coordination with the enrollment and  
14 coverage periods for plans offered under an Ex-  
15 change established under title I of the Patient Pro-  
16 tection and Affordable Care Act and plans under  
17 parts C and D. If the Secretary determines appro-  
18 priate, the Secretary may expand such enrollment  
19 periods beyond the enrollment periods under such an  
20 Exchange or under parts C and D.

21 “(3) BEGINNING OF COVERAGE AND SPECIAL  
22 ENROLLMENT PERIODS.—The Secretary shall estab-  
23 lish such periods so that coverage under this section  
24 shall first begin on January 1 of the first year be-  
25 ginning at least one year after the date of the enact-

1       ment of this section and shall include special enroll-  
2       ment periods, in accordance with section 155.420 of  
3       title 45 of the Code of Federal Regulations, that are  
4       applicable to qualified health plans offered through  
5       an Exchange.

6       “(c) PREMIUM.—

7               “(1) AMOUNT OF MONTHLY PREMIUMS.—The  
8       Secretary shall (beginning for the first year that be-  
9       gins more than 1 year after the date of enactment  
10      of this section) determine a monthly premium for all  
11      individuals enrolled under this section. Such monthly  
12      premium shall be equal to  $\frac{1}{12}$  of the annual pre-  
13      mium computed under paragraph (2)(B), which  
14      shall apply with respect to coverage provided under  
15      this section for any month in the succeeding year.

16      “(2) ANNUAL PREMIUM.—

17               “(A) COMBINED PER CAPITA AVERAGE FOR  
18      ALL MEDICARE BENEFITS.—The Secretary shall  
19      estimate the average, annual per capita amount  
20      for benefits and administrative expenses that  
21      will be payable under parts A, B, and D (in-  
22      cluding, as applicable, under part C) in the year  
23      for all individuals enrolled under this section.

24               “(B) ANNUAL PREMIUM.—The annual pre-  
25      mium under this subsection for months in a

1           year is equal to the average, annual per capita  
2           amount estimated under subparagraph (A) for  
3           the year.

4           “(3) INCREASED PREMIUM FOR CERTAIN PART  
5           C AND D PLANS.—Nothing in this section shall pre-  
6           clude an individual from choosing a Medicare Advan-  
7           tage plan or a prescription drug plan which requires  
8           the individual to pay an additional amount (because  
9           of supplemental benefits or because it is a more ex-  
10          pensive plan). In such case the individual would be  
11          responsible for the increased monthly premium.

12          “(d) PAYMENT OF PREMIUMS.—

13               “(1) IN GENERAL.—Premiums for enrollment  
14           under this section shall be paid to the Secretary at  
15           such times, and in such manner, as the Secretary  
16           determines appropriate.

17               “(2) DEPOSIT.—Amounts collected by the Sec-  
18           retary under this section shall be deposited in the  
19           Federal Hospital Insurance Trust Fund and the  
20           Federal Supplementary Medical Insurance Trust  
21           Fund (including the Medicare Prescription Drug Ac-  
22           count within such Trust Fund) in such proportion  
23           as the Secretary determines appropriate.

24          “(e) NOT ELIGIBLE FOR MEDICARE COST-SHARING  
25          ASSISTANCE.—An individual enrolled under this section

1 shall not be treated as enrolled under any part of this title  
2 for purposes of obtaining medical assistance for Medicare  
3 cost-sharing or otherwise under title XIX.

4 “(f) TREATMENT IN RELATION TO THE AFFORDABLE  
5 CARE ACT.—

6 “(1) SATISFACTION OF INDIVIDUAL MAN-  
7 DATE.—For purposes of applying section 5000A of  
8 the Internal Revenue Code of 1986, the coverage  
9 provided under this section constitutes minimum es-  
10 sential coverage under subsection (f)(1)(A)(i) of  
11 such section 5000A.

12 “(2) ELIGIBILITY FOR PREMIUM ASSISTANCE.—  
13 Coverage provided under this section—

14 “(A) shall be treated as coverage under a  
15 qualified health plan in the individual market  
16 enrolled in through the Exchange where the in-  
17 dividual resides for all purposes of section 36B  
18 of the Internal Revenue Code of 1986 other  
19 than subsection (c)(2)(B) thereof; and

20 “(B) shall not be treated as eligibility for  
21 other minimum essential coverage for purposes  
22 of subsection (c)(2)(B) of such section 36B.

23 The Secretary shall determine the applicable second  
24 lowest cost silver plan which shall apply to coverage

1 under this section for purposes of section 36B of  
2 such Code.

3 “(3) ELIGIBILITY FOR COST-SHARING SUB-  
4 SIDIES.—For purposes of applying section 1402 of  
5 the Patient Protection and Affordable Care Act (42  
6 U.S.C. 18071)—

7 “(A) coverage provided under this section  
8 shall be treated as coverage under a qualified  
9 health plan in the silver level of coverage in the  
10 individual market offered through an Exchange;  
11 and

12 “(B) the Secretary shall be treated as the  
13 issuer of such plan.

14 “(4) MEDICAID MANAGED CARE.—States are  
15 prohibited from buying their Medicaid beneficiaries  
16 ages 50 to 64 into Medicare under this section, and  
17 individuals otherwise eligible for enrollment under a  
18 State plan under title XIX are prohibited from cov-  
19 erage under this title pursuant to enrollment under  
20 this section. The preceding sentence shall not apply  
21 to Medicaid beneficiaries whose Medicaid coverage or  
22 eligibility does not meet the definition of minimum  
23 essential coverage under a government-sponsored  
24 program under section 1.5000A–2 of title 26, Code  
25 of Federal Regulations (or any successor regulation).



1           “(5) COORDINATION WITH MARKET REFORMS,  
2           ETC.—Notwithstanding Treasury Notice 2015–17,  
3           no provision of law shall prevent an employer from  
4           maintaining an arrangement under which the em-  
5           ployer pays or reimburses any portion of the pre-  
6           miums for coverage under this section for retired  
7           employees of the employer, or prevent such payment  
8           or reimbursement from being excluded from the  
9           gross income of the individual enrolled in such cov-  
10          erage for purposes of the Internal Revenue Code of  
11          1986.

12          “(g) GUARANTEED ISSUE OF MEDIGAP POLICIES  
13          UPON FIRST ENROLLMENT AND EACH SUBSEQUENT EN-  
14          ROLLMENT.—In the case of an individual who enrolls  
15          under this section (including an individual who was pre-  
16          viously enrolled under this section), paragraphs (2)(A),  
17          (2)(D), (3)(B)(ii), and (3)(B)(vi) of section 1882(s)—

18                 “(1) shall be applied by substituting ‘50’ for  
19                 ‘65’;

20                 “(2) if the individual was enrolled under this  
21                 section and subsequently disenrolls, shall apply each  
22                 time the individual subsequently reenrolls under this  
23                 section as if the individual had attained 50 years of  
24                 age on the date of such reenrollment (and as if the

1 individual had never previously enrolled in a Medi-  
2 care supplemental policy); and

3 “(3) shall be applied as if this section had not  
4 been enacted (and as if the individual had never pre-  
5 viously enrolled in a Medicare supplemental policy)  
6 when the individual attains 65 years of age.

7 “(h) OVERSIGHT.—There is established an advisory  
8 committee to be known as the ‘Medicare Buy In Oversight  
9 Board’ to monitor and oversee the implementation of this  
10 section, including the experience of the individuals enroll-  
11 ing under this section. The Medicare Buy In Oversight  
12 Board shall have members that include representatives of  
13 insurers, actuaries, consumer advocacy organizations, and  
14 individuals representing the first responder community,  
15 and shall make periodic recommendations for the con-  
16 tinual improvement of the implementation of this section  
17 as well as the relationship of enrollment under this section  
18 to other health care programs.

19 “(i) OUTREACH AND ENROLLMENT.—

20 “(1) IN GENERAL.—During the period that be-  
21 gins on January 1, 2020, and ends on December 31,  
22 2022, the Secretary shall award grants to eligible  
23 entities for the following purposes:

24 “(A) OUTREACH AND ENROLLMENT.—To  
25 carry out outreach, public education activities,

1 and enrollment activities to raise awareness of  
2 the availability of, and encourage, enrollment  
3 under this section.

4 “(B) ASSISTING INDIVIDUALS’ TRANSITION  
5 UNDER THIS SECTION.—To provide assistance  
6 to individuals to enroll under this section.

7 “(C) RAISING AWARENESS OF PREMIUM  
8 ASSISTANCE AND COST-SHARING REDUC-  
9 TIONS.—To distribute fair and impartial infor-  
10 mation concerning enrollment under this section  
11 and the availability of premium assistance tax  
12 credits under section 36B of the Internal Rev-  
13 enue Code of 1986 and cost-sharing reductions  
14 under section 1402 of the Patient Protection  
15 and Affordable Care Act, and to assist eligible  
16 individuals in applying for such tax credits and  
17 cost-sharing reductions.

18 “(2) ELIGIBLE ENTITIES.—

19 “(A) IN GENERAL.—In this subsection, the  
20 term ‘eligible entity’ means—

21 “(i) a State;

22 “(ii) a nonprofit community-based or-  
23 ganization; or

24 “(iii) a nonprofit first responder orga-  
25 nization.

1           “(B) ENROLLMENT AGENTS.—Such term  
2 includes a licensed independent insurance agent  
3 or broker that has an arrangement with a  
4 State, nonprofit community-based organization,  
5 or nonprofit first responder organization to en-  
6 roll eligible individuals under this section.

7           “(C) EXCLUSIONS.—Such term does not  
8 include an entity that—

9                 “(i) is a health insurance issuer; or

10                “(ii) receives any consideration, either  
11 directly or indirectly, from any health in-  
12 surance issuer in connection with the en-  
13 rollment of any individuals under this sec-  
14 tion.

15           “(3) PRIORITY.—In awarding grants under this  
16 subsection, the Secretary shall give priority to  
17 awarding grants to States or eligible entities in  
18 States that have geographic rating areas at risk of  
19 having no qualified health plans in the individual  
20 market.

21           “(4) FUNDING.—For purposes of carrying out  
22 this subsection, there is appropriated to the Sec-  
23 retary, out of any moneys in the Treasury not other-  
24 wise appropriated, such sums as are necessary for

1       calendar year 2020 and for each subsequent cal-  
2       endar year.

3       “(j) NO EFFECT ON BENEFITS FOR INDIVIDUALS  
4 OTHERWISE ELIGIBLE OR ON TRUST FUNDS.—The Sec-  
5 retary shall implement the provisions of this section in  
6 such a manner to ensure that such provisions—

7               “(1) have no effect on the benefits under this  
8       title for individuals who are entitled to, or enrolled  
9       for, such benefits other than through this section;  
10      and

11              “(2) have no negative impact on the Federal  
12      Hospital Insurance Trust Fund or the Federal Sup-  
13      plementary Medical Insurance Trust Fund (includ-  
14      ing the Medicare Prescription Drug Account within  
15      such Trust Fund).

16      “(k) CONSULTATION.—In promulgating regulations  
17 to implement this section, the Secretary shall consult with  
18 interested parties, including groups representing bene-  
19 ficiaries, health care providers, employers, insurance com-  
20 panies, and organizations representing first responders.”.

○

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

# Leon County Board of County Commissioners

## Agenda Item #8

December 10, 2019

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

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



**Title:** Commissioner Appointments to the Library Advisory Board and 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 citizens to the Library Advisory Board and the Tallahassee-Leon County Commission on the Status of Women and Girls made by an individual Commissioners.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

- Option #1: Ratify individual Commissioner Lindley's reappointment of Gale Workman to the Library Advisory Board for a two-year term ending December 31, 2021.
- Option #2: Ratify Commissioner Dozier's appointment of Katie Britt Williams to the Tallahassee-Leon County Commission on the Status of Women and Girls for the remainder of the unexpired term ending September 30, 2020.

## **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:**

#### **Library Advisory Board (LAB)**

Purpose: This Board serves as a forum for community input concerning library programs and activities and as a liaison and advocate for the Library.

Composition: Seven members are appointed by the Board with each Commissioner making one appointment. Members serve two-year terms, expiring December 31. There is a term limit of three consecutive terms per Policy No. 03-15. Members must be a Leon County Resident. In addition, there are 2 non-voting, ex officio members: a member of the Collins family and the President of the Friends of the LeRoy Collins-Leon County Public Library.

Vacancies: Member Gale Workman’s term is expiring on December 31, 2019 and she is seeking reappointment. Commissioner Lindley has selected an applicant as listed in Table #1.

*Table #1: Library Advisory Committee*

<b>Vacancy # terms served</b>	<b>Term Expiration</b>	<b>Eligible Applicant</b>	<b>Recommended Action</b>
Gale Workman <i>Seeking reappointment has served 1 term</i>	12/31/2019	Gale Workman <i>(Attachment #1)</i>	Ratify Commissioner Lindley’s reappointment for a two-year term ending 12/31/2021

#### **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 on September 30. Members can serve no more than three terms, including a partial initial term if applicable. Vacancies are filled for the remainder of the unexpired term.

Vacancies: Board appointed member Jacqueline Porter has resigned. Ms. Porter's term was due expire on September 30, 2020. Commissioner Dozier has selected an applicant to fill the vacant seat and the appointee is listed in Table #2.

*Table #2. Tallahassee-Leon County Commission on the Status of Women & Girls*

<b>Vacancies:</b>	<b>Term Expires:</b>	<b>Application #</b>	<b>Appointee</b>	<b>Recommended Action</b>
Jacqueline Porter <i>Resigned</i>	9/30/2020	2.	Katie Britt Williams	Ratify Commissioner Dozier's appointment for the remainder of the unexpired term ending on 9/30/2020

**Options:**

1. Ratify Commissioner Lindley's reappointment of Gale Workman to the Library Advisory Board for a two-year term ending December 31, 2021.
2. Ratify Commissioner Dozier's appointment of Katie Britt Williams to the Tallahassee-Leon County Commission on the Status of Women and Girls for the remainder of the unexpired term ending September 30, 2020.
3. Board direction.

**Recommendation:**

Options #1 and #2

**Attachments:**

1. Workman application and resume
2. Britt Williams application and resume



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
LIBRARY ADVISORY BOARD**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyfl.gov.  
Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Dr. Gale A. Workman		<b>Date:</b> 11/22/2019 4:41:57 PM	
<b>Home Address:</b>	2520 Stone House Court Tallahassee, FL 32301	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	Yes
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 228-1867	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	gale_workman@hotmail.com	<b>How many years have you lived in Leon County?</b>	34

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Self-employed/Tighter Brighter Communication	<b>Work Address:</b>	
<b>Occupation:</b>	Educator		
<b>Work/Other Phone:</b>			

**(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.

<b>Race:</b>	White	<b>Gender:</b>	F	<b>Age:</b>	65
<b>District:</b>	District V	<b>Disabled?</b>	No		

**(RESUME AND REFERENCES)**

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

<b>Name:</b>	Judy Jolly	<b>Name:</b>	Reggie Grant
<b>Address:</b>	4109 Covenant Lane, Tallahassee, FL 32308	<b>Address:</b>	5802 Ashanti Way, Tallahassee, FL 32311
<b>Phone:</b>	(850) 385-4592	<b>Phone:</b>	(850) 294-2014

**Resume Uploaded?** Yes

If no resume is available, 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. Please attach your resume, if one is available.

**(COMMITTEE QUESTIONNAIRE)**

## IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, 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 for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority 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, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

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

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?\* **Yes**

If yes, on what Committee(s) are you a member? *Library Advisory Board seeking reappointment to second term. My term expires 12/31/19*

Have you served on any previous Leon County committees?\* **Yes**

If Yes, on what Committee(s) have you served? *Minority Business*

Are you willing to complete a financial disclosure if applicable?\* **No**

**Your application will only be considered for those committees/boards/authorities that do not require members to complete the Financial Disclosure Form 1.**

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**

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?\* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?\* **No**

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**

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

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?\* **No**

Members on this committee must be a resident of Leon County.

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

Signature: *Dr. Gale A. Workman*

The application was electronically sent: 11/22/2019 4:41:57 PM

**Gale A. Workman, Ph.D., C-TEFL**  
2520 Stone House Court, Tallahassee, FL 32301  
gale\_workman@hotmail.com  
01-850-228-1867

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**PROFESSIONAL PROFILE**

- Award-winning educator with 30+ years of achievement as a teacher, trainer, presenter, researcher, writer and consultant who equips workplace learners with communication skills to exceed business standards of corporate, association, institutional, nonprofit and governmental organizations operating in domestic and international markets

**QUALIFICATIONS OVERVIEW**

- **Consulting**
  - Founded **Tighter Brighter Communication** (1994-present); develops business through a word-of-mouth reputation for delivering superior results and optimizing ROI in fulfilling contracts with clients that have included **29 associations, 13 federal and state agencies, 11 colleges and universities, 3 newspapers, and a TV station**
- **Workshops**
  - Designs and facilitates workshops custom-tailored to the goals of each client with a guarantee of **personal attention from a subject-matter expert** who understands business processes, educates diverse populations of learners; employs interactive techniques that make training fun, engages participants and acquaints professionals with the effective use of **American English**
- **Troubleshooting & Problem Solving**
  - Comfortable with ambiguity and change when considering multiple perspectives of complex problems; uses higher-order critical thinking skills to analyze and evaluate client problems, create targeted solutions, and implement learning strategies that facilitate personal and professional growth
- **Higher Education**
  - Earned **multiple awards for excellence in teaching Journalism and Communication** as a **faculty member** at **3 U. S. universities**, awarded Professor Emerita FAMU; guided undergraduate and graduate students to develop ideas, research stories and check facts to write, edit, photograph and shoot videos to communicate messages via print and electronic media
- **Administrative Leadership**
  - Selected as **Peer Reviewer** for applicants to the **Fulbright Specialist Program** (2017)
  - Evaluated, developed, revised and implemented curricula to meet university, state, national and accreditation standards, including designing and implementing a **M.S. Program in Journalism & Communication** at **Florida A&M University**
  - Founded and served as **Bureau Chief of Your Capital Bureau** (1999-2010), converted to electronic format with **yourcapitalbureau.com** (2010-2014), mentored reporters covering the **Florida Legislature** via multimedia news source
- **Multicultural & Global Competence**
  - **Adjunct Instructor**, adult ESOL, **Tallahassee Community College** (2017-2019)
  - Serves as an **International Traveler and Day Host for Servas International**, a volunteer-driven, NGO that operates in **128 countries** as a **multicultural exchange network** to promote understanding (2012-present)
  - Traveled to **96 countries/territories on 7 continents**, exploring cultures and building mutual understanding (1981-present)
  - Served on the **Board of Directors of Literacy Volunteers of Leon County** that oversees **200 community volunteers** (2014-2017) who tutor **U. S. and foreign-born adults** to learn English; served as a **TESOL tutor** teaching **Hispanic** kitchen workers to speak **English** (2009)
  - Served as a **TEFL tutor** with **Florida State University, Center for Intensive English Studies** (2014), teaching 10 English-language learners from 8 countries speaking, writing, reading, listening and grammar
  - Volunteered as a **Conversation Partner** to build **English-language skills of foreign students**, working with the **FSU Center for Intensive English Studies** (2009-2011; 2014) “where the world comes to learn English”
  - Secured **multiple grants and fellowships** to fund training and deliver presentations in **nine countries**, including USAID grants and merit-based **Fulbright fellowships**, a U. S.-based program that operates in **155 countries** supporting International exchange for study, research, lecture and teaching experiences
  - Served as a **Writing Coach** for **McNair Postbaccalaureate Achievement Program** (1997-2006), preparing **African-American** and **Hispanic** students to pursue graduate degrees
- **Publication & Media Experience**
  - Worked for **3 television stations, 5 newspapers, and 7 businesses**; gained experience in **radio and TV production** with an educational public access channel and local affiliates of **NPR and PBS**
  - Developed concepts, conducted research and wrote articles that have appeared in **scholarly journals, books, and commercial publications** including newspapers, magazines, books, other print formats and electronic media

**Gale A. Workman, Ph.D., C-TEFL**  
01-850-228-1867/gale\_workman@hotmail.com

**EMPLOYMENT HISTORY**

**DIVISION OF COMMUNICATIONS AND HUMANITIES,**  
**TALLAHASSEE COMMUNITY COLLEGE,** Tallahassee, Florida  
*Adjunct Instructor*, 2015-2019

**SCHOOL OF JOURNALISM & GRAPHIC COMMUNICATION,**  
**FLORIDA A&M UNIVERSITY,** Tallahassee, Florida  
*Professor Emerita* (awarded) 2015; *Professor*, 1988-2014 (tenured in 1993)

**THE FAMUAN** (student newspaper) **FLORIDA A&M UNIVERSITY,** Tallahassee, Florida  
*Faculty Adviser*, 1988-1994

**SCHOOL OF GRADUATE STUDIES, RESEARCH & CONTINUING EDUCATION**  
**FLORIDA A&M UNIVERSITY,** Tallahassee, Florida  
*Professor*, 1991-2014

**COMMUNICATION ARTS DEPARTMENT, UNIVERSITY OF WEST FLORIDA,** Pensacola, Florida  
*Visiting Chairperson*, Fall 2000  
*Instructor of Print Journalism and Student Newspaper Adviser*, 1984-1988

**BRANELL COLLEGE,** Tallahassee, Florida  
*Instructor*, Summer 1989

**COLLEGE OF JOURNALISM & COMMUNICATIONS, UNIVERSITY OF FLORIDA,** Gainesville, Florida  
*Instructor*, 1977-1980; **COLLEGE OF AGRICULTURE,** *Instructor*, 1977-1978

**EDUCATION**

**FLORIDA STATE UNIVERSITY,** Tallahassee, Florida  
*Doctor of Philosophy in Educational Leadership*, 1988

**UNIVERSITY OF FLORIDA,** Gainesville, Florida  
*Master of Arts in Journalism and Communications*, 1978

**UNIVERSITY OF FLORIDA,** Gainesville, Florida  
*Bachelor of Arts in Journalism and Communications*, 1975

**CERTIFICATIONS**

- **Long-term Care Ombudsman**, Florida Department of Elder Affairs, 2017-present
- **International Traveler**, U. S. Servas Inc. (nonprofit agency affiliated with United Nations), 2011-present
- **Teacher of English as a Foreign Language (TEFL)**, Florida State University, 2014
- **Tutor of English for Speakers of Other Languages (TESOL)**, Literacy Volunteers of Leon County, 2009
- **Studio Assistant/Technician in TV Production**, Leon County (Florida) School District, 2003

**HONORS & AWARDS**

- Honoree, **25 Women You Should Know**, Tallahassee Democrat (2014)
- **Fulbright Specialist**, Fulbright Scholar Program, U. S. Department of State, 2005-2010
- **Faculty Grant Recipient**, National Association of Television Program Executives, 2009-2010
- **Advanced Teacher of the Year**, Florida A&M University, 2007-2008
- **Fellowship (six-time recipient)**, Poynter Institute for Media Studies, 1993-2004
- **Fellowship**, Radio TV News Directors Foundation, 2002 & 2003
- **Teaching Incentive Program Award** (for outstanding teaching), Florida A&M University, 1994 & 1999
- **Top Female Communicator in Tallahassee**, Spotlight Award, Women in Communications Inc., 1993
- **Teacher of the Year**, Florida A&M University, 1991-1992
- **Outstanding Achievement and Performance Award**, Florida A&M University, 1990-1991

**SELECT AFFILIATIONS**

- **Rotary International**, Tallahassee (Florida) Sunrise Rotary Club *Member* and *Board Member*
- **Fulbright Association (North Florida Chapter)**, *Member* and *Board Member*
- **Delta Kappa Gamma Society International (Alpha Kappa Chapter/Florida)**, *Member* and *Chapter Vice President*



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
TALLAHASSEE-LEON COUNTY COMMISSION ON THE STATUS OF WOMEN  
& GIRLS**

**It is the applicant's responsibility to keep this information current. To advise the County of any changes please contact Mary Smach by telephone at 606-5300 or by e-mail at smachm@leoncountyl.gov.**  
**Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mrs. Katie Britt Williams		<b>Date:</b> 8/13/2019 2:45:30 PM	
<b>Home Address:</b>	469 High Point Lane Tallahassee, FL 32301	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	Yes
		<b>Do you own property in Leon County?</b>	No
<b>Home Phone:</b>	(863) 307-1329	<b>Do you own property in the Tallahassee City Limits?</b>	No
<b>Email:</b>	katiebrittwilliams@gmail.com	<b>How many years have you lived in Leon County?</b>	9

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	State of FL, DOT	<b>Work</b>
<b>Occupation:</b>	Environmental Project Manager	<b>Address:</b>
<b>Work/Other Phone:</b>		

**(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.

<b>Race:</b> White	<b>Gender:</b> F	<b>Age:</b> 27
<b>District:</b>	<b>Disabled?</b> No	

**(RESUME AND REFERENCES)**

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

<b>Name:</b> Meghann Dawkins	<b>Name:</b> Stephanie Shumate
<b>Address:</b> 4321 Jacksonview Dr, Tallahassee, FL	<b>Address:</b>
<b>Phone:</b> (850) 545-6470	<b>Phone:</b> (352) 318-1924

**Resume Uploaded?** Yes

If no resume is available, 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. Please attach your resume, if one is available.

Thank you for your consideration.

**(COMMITTEE QUESTIONNAIRE)**

## IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

Citizen participation is important in developing Leon County's programs and policies, and in providing quality public services to the community. We appreciate your interest in serving on a committee and would like to bring a few items to your attention. As a member of a committee/board/authority, 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 for violating these applicable laws include criminal penalties, civil fines, and the voiding of any committee/board/authority 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, please take a few minutes to complete the mandatory orientation. Your application will not be deemed complete until you have completed the orientation.

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

Are you currently serving on a County Advisory Committee or other Committee/Authority/Board?\* **No**

Have you served on any previous Leon County committees?\* **Yes**

If Yes, on what Committee(s) have you served? **Canopy Roads Citizen Committee**

Are you willing to complete a financial disclosure if applicable?\* **Yes**

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**

Are you or your employer, or your spouse or child or their employers, currently doing business with Leon County?\* **No**

Are you or your employer, or your spouse or child or their employers, currently doing business with the Committee/Board/Authority to which you are applying for membership?\* **No**

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**

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

Do you foresee participating in any competitive bid process involving business with the Committee/Board/Authority to which you are applying, during your time serving on that entity?\* **No**

**Members on this committee must be a resident of Leon County.**

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

Signature: *Mrs. Katie Britt Williams*

The application was electronically sent: 8/13/2019 2:45:30 PM

## Katie Britt Williams

469 High Point Ln, Tallahassee, FL 32301 • katiebrittwilliams@gmail.com • 863-307-1329

### **CAREER OBJECTIVES**

- Developing and leading natural resource policy, projects and programs
- Motivating people to take action on natural resource management solutions
- Effectively managing the balance between social, economic/growth and environmental issues

### **EDUCATION**

#### **Florida State University**

April 2014

*Bachelors of Arts: Environmental Science and Policy*

*Bachelors of Arts: International Affairs*

#### **University of Florida**

April 2017

*Master of Science: Forestry and Conservation - Natural Resource Policy and Administration*

#### **University of Florida IFAS, Center for Leadership**

2017-2018

Natural Resource Leadership Institute

Class XVII Fellow (200 hours)

#### **New Leaders Council**

Jan 2018- May 2018

Class Five Fellow

### **PROFESSIONAL EXPERIENCE**

#### **Project Delivery Coordinator**

March 2018- Present

*Florida Department of Transportation, Office of Environmental Management*

- Coordinates with DOT District and reviews projects during the Project Research and Development phase (prior to Construction and after Planning) for environmental impacts in relation to the National Environmental Policy Act provisions
- Supporting DOT staff on transportation project permitting needs with US Army Corps, US Fish and Wildlife Service, and FL DEP

#### **Environmental Consultant**

July 2017- March 2018

*Florida Department of Environmental Protection, Division of Environmental Assessment and Restoration*

- Coordinated with local stakeholders statewide to manage water quality on a regional basis
- Created maps for data analysis and project management
- Relayed reports to present at legislative sessions relating to South Florida watersheds

#### **Environmental Specialist III**

January 2015-July 2017

*Florida Department of Environmental Protection- Division of Water Restoration Assistance*

- Managed federal Clean Water Act 319h water quality grant funding and committees for grant projects
- Coordinated TMDL water quality grant and state appropriation funding for state and local entities
- Reviewed grant applications, scopes and contract invoicing payment requests for completeness
- Helped coordinate and work on Pilot Innovative Tech Rule and updating TMDL grant rule
- Communicated with local stakeholders about available grant opportunities and eligible watershed BMP implementation
- Organized and submitted federal and state reports for Nonpoint Source Management Section

#### **Environmental Education Specialist**

June 2014-Jan 2015

*Florida Department of Environmental Protection-Office of Environmental Education*

- Helped plan and implement ideas for environmental education
- Attended and facilitated workshops related to water, wildlife and natural resources
- Facilitated labs and experiences for students and teachers to learn about Florida's environment and ecosystems

#### **Florida Fish and Wildlife Internship and OPS Position**

Fall 2012- June 2014

*Joe Budd Aquatic Center - Freshwater Fisheries, Florida Youth Conservation Centers Network*



- Helped plan and execute events and field trips
- Certified to teach archery, basic fishing, and nature biology to public
- Worked with teachers and volunteers to schedule and maintain attendance

**Outdoor Education Camp Counselor**

Summer 2013

*Camp Flastacowo at the FSU Reservation*

- Researched and prepared educational curriculum about North Florida environments
- Led activities, lessons, and games designed to educate children about the environment
- Supervised children ages 8-12 in various outdoor activities

**FSU 2012 Orientation Leader**

January 2012- January 2013

*Florida State University Office of New Students and Family*

- Introduced new students and families to FSU
- Assisted new students in learning about FSU and feeling comfortable on campus
- Acted as a representative and role model in upholding the code of conduct

**LEADERSHIP/COMMUNITY EXPERIENCE**

- Guardian Ad Litem (training starts January 2019)
- "Big Sister"- Big Brothers Big Sisters of the Big Bend (Spring 2018-Present)
- Junior League of Tallahassee Training Director (18-19), New Member Representative (16-18)
- 2015-2016 FL Dept. of Environmental Protection "Star Award" Recipient
- Board Member on the Leon County Citizen Committee Board for Canopy Road Protection (2016-2018)
- Participant in the Future of Florida Summit, University of Florida (2016)
- Alzheimer's Association Co-Chair for Brunettes Fundraiser Football Game (Spring 2015 - Present)
- Member of the Mission San Luis Chapter of the Daughters of the American Revolution
- Member of the League of Women Voters, Tallahassee Chapter
- Kappa Delta Sorority, Alumni Advisor (2018-Present)/ Intramural and Girl Scout Chair (2010- 2014)
- Assistant Director of the Office of Sustainability for SGA (2013-2014)
- Beyond Borders: Jamaica Participant, International Cultural Exchange Program (2013)

**KNOWLEDGE, SKILLS, ABILITIES**

- Knowledge of and experience with natural resource management issues
- Knowledge of natural resource program development and implementation
- Knowledge of state and federal environmental laws and regulations
- Ability to organize competitive grant solicitations, evaluations, and decision making
- Proficient in public speaking and making presentations
- Skilled in outdoor situations and recreational behaviors (boating, hunting, birding, hiking, kayaking, etc)
- Proficient in building teams and leading collaborative efforts
- Talented in organizing information for educational purposes
- Skilled in educating and training youth and adults
- Skilled in all MS Office/ Excel/PowerPoint applications
- Ability to self-motivate and self-educate
- Skilled in communicating complex concepts to achieve action
- Skilled in strategic planning and event coordination
- Knowledge of data inventory and grant management coordination
- Ability to organize competitive grant solicitations, evaluations, and decision making
- Completion of EPA Watershed Academy & Water Quality Standards 101 Certification
- Certified Florida Master Naturalist- UF IFAS (120 hours)
- Certification of Completion of FL DEP "Supervisor to Leader" Course

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

# Leon County Board of County Commissioners

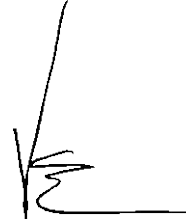
## Agenda Item #9

December 10, 2019

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

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

**Title:** Plat of the Pine Dove Estates Phase 2 Subdivision



---

<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 Charles Wu P.E., Director, Engineering Services
<b>Lead Staff/ Project Team:</b>	Joseph D. Coleman, P.S.M., County Surveyor Kimberly Wood, P.E., Chief of Engineering Coordination

### **Statement of Issue:**

This agenda item seeks Board approval of the plat for Pine Dove Estates Phase 2 Subdivision.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Approve the plat of Pine Dove Estates Phase 2 Subdivision for recording in the Public Record (Attachment #1), contingent upon staff's final review and approval.

## **Report and Discussion**

### **Background:**

In accordance with Leon County land development regulations, this agenda item seeks Board approval of the plat of the Pine Dove Estates Phase 2 Subdivision for recording in the Public Record. The development being platted is a subphase of the Pine Dove Subdivision and consists of 28.33 acres containing 36 residential lots. Pine Dove Estates Phase 2 Subdivision is located in Section 20; Township 1 South; Range 2 East, on the east side of Williams Road approximately 1.7 miles south of the Old St. Augustine Road and Williams Road Intersection (Attachment #2).

The Pine Dove Estates Subdivision was approved by the Development Review Committee as a Type "B" site and development plan on October 11, 2006 (Attachment #3), which was later amended through a minor modification to approve the separation of the development into five phases on May 13, 2009 (Attachment #4).

In accordance with Chapter 10, Article VII, Division 6 of the Leon County Code of Laws, plats submitted to the Board of County Commissioners for approval must meet all requirements of Chapter 10 and be certified by the County Engineer. Once approved, the original approved plat will be forwarded to the Clerk of Court for recording in the Public Record.

### **Analysis:**

The applicant, Lonesome Dove Phase 2, LLC, is requesting Board approval of the plat contingent upon staff's final review and approval, due to date-sensitive contractual obligations. The plat has been circulated and is still under review by the appropriate departments and agencies. The plat presented herein is a conditional final plat, in that it is substantially complete, and staff does not anticipate any changes other than possible minor corrections to text.

Since Pine Dove Estates Phase 2 is a private subdivision and does not contain any public infrastructure to be maintained by the County, and all infrastructure required in the site plan is complete, no performance or maintenance agreements/surety devices are required.

Staff recommends the Board approve the plat for recording upon completion of the final review and approval from reviewing departments and agencies. Should there be a need for any substantive changes to the plat, staff will resubmit it to the Board at a future regularly scheduled meeting for ratification.

**Options:**

1. Approve the plat of Pine Dove Estates Phase 2 Subdivision for recording in the Public Record (Attachment #1), contingent upon staff's final review and approval.
2. Do not approve the plat of Pine Dove Estates Phase 2 Subdivision for recording in the Public Record contingent upon staff's final review and approval.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Plat of Pine Dove Estates Phase 2 Subdivision
2. Location Map
3. Development Review Approval Letter
4. Minor Modification Approval Letter

# PINE DOVE ESTATES PHASE 2

A SUBDIVISION LYING IN SECTION 20, TOWNSHIP 1 SOUTH,  
RANGE 2 EAST, LEON COUNTY, FLORIDA

FLAT BOOK PAGE

GRAPHIC SCALE



( IN FEET )  
1 inch = 200 ft.

Have cause said lands to be divided and subdivided as shown hereon and does hereby dedicate the following:

To Talquin Electric Coop., and/or their successors, all utility easements depicted hereon.

To the Pine Dove Estates Homeowners Association, Inc., all roadways, right of ways, storm water management facilities, open space/buffer areas, landscape buffers and drainage easements depicted hereon.

Reserving in all cases however, the reversions thereof should the same be renounced, disclaimed, abandoned or the use thereof discontinued or prescribed by law by appropriate official action of the proper officials having charge or jurisdiction thereof.

This the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2018

By: \_\_\_\_\_  
Authorized Signature  
Managing Member of Lonesome Dove  
Phase 2, LLC

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

Print name

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

JOINDER IN DEDICATION

NAME	BOOK	PG

## LINE TABLE

LINE	LENGTH	BEARING
L1	27.33	S68°19'21"W
L2	34.75	S25°11'51"W
L3	44.14	N65°34'58"W
L4	73.06	S83°47'22"E
L5	60.00	S14°53'06"E

## COUNTY COMMISSION

Approved by the County Commissioners of Leon County, Florida.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2018.

CHAIRPERSON \_\_\_\_\_

COUNTY ATTORNEY \_\_\_\_\_

COUNTY ENGINEER \_\_\_\_\_

## CLERK OF THE CIRCUIT COURT:

Accepted for filing and recorded this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, A.D. 2018, in \_\_\_\_\_

Flat Book \_\_\_\_\_ Page \_\_\_\_\_

(By) \_\_\_\_\_  
Clerk of the Circuit Court, Leon County, Florida

## SITE PLAN REVIEW APPROVAL

This plan conforms to the site plan approved by the Development Review Committee of Leon County, Florida  
This \_\_\_\_\_ day of \_\_\_\_\_ 2018

(By) \_\_\_\_\_  
Department of Growth and Environmental Management

## ACKNOWLEDGEMENT STATE OF FLORIDA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_

personally known to me or has produced a driver's license as identification acknowledges that he/she executed the foregoing declaration as the managing member of Lonesome Dove Phase 2, LLC

NOTARY PUBLIC

DATE OF LAST FIELD WORK: \_\_\_\_\_

PREPARED BY:



THURMAN RODDENBERRY & ASSOCIATES, INC.

PROFESSIONAL SURVEYORS AND MAPPERS

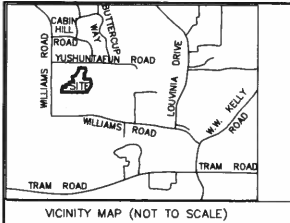
P.O. BOX 100 • 125 SHELDON STREET • SOPCHOPPY, FLORIDA 32358

PHONE NUMBER: 850-962-2538 • FAX NUMBER: 850-962-1101

1.R. # 7160

DATE: 09/24/18	SCALE: 1" = 200'	DRAWN BY: BB	COUNTY: LEON
FILE: 1514SRP.DWG	SEC. 20, T-1-S, R-2-E	JOB NUMBER: 15-145	

SHEET 1 OF 4



## LEGEND

- C.O.T. = CITY OF TALLAHASSEE  
S.W.M.F. = STORM WATER MANAGEMENT FACILITY  
HOA = HOME OWNERS ASSOCIATION  
MAINT. = MAINTENANCE  
ESMT. = EASEMENT  
TYP. = TYPICAL  
D.E. = DRAINAGE EASEMENT  
CONS. ESMT. = CONSERVATION EASEMENT  
CRT. = COURT  
O.S. = OPEN SPACE  
R/W = RIGHT OF WAY  
Δ = Point not set or found  
FCM = Found Concrete Monument (4" x 4")  
FIR = Found Iron Rod (5/8")  
FIRC = Found Iron Rod & Cap (5/8") #7160  
SCM = Set 4" x 4" Concrete Monument with cap #7160  
FCM = Found 4" x 4" Concrete Monument  
SNC = Set Nail & Cap (#7160)  
Δ = Delta Angle  
R = Radius  
L = Arc Length  
CD = Chord bearing and distance  
PT = Point of Tangency  
PC = Point of Curvature  
PI = Point of Intersection  
PRC = Point of Reverse Curvature  
POC = Point of Curve  
ID = Identification Marker  
O.R.B. = Official Record Book of Leon County, Florida  
Pg. = Page  
● = PRM = Permanent Reference Monument  
= 5/8" REBAR WITH 3" ROUND ID DISC #7160  
● = Set Nail & Cap #7160 (PSP Permanent Control Point)  
● = Found Iron Rod & Cap #7160-5/8"  
(Unless noted otherwise)  
— All interior Lot Corners Are Marked With  
— Iron Rod & Cap #7160-5/8"  
(Unless noted otherwise)  
● = Found Iron 5/8" Re Bar with 3" ID Disc #7160

## NOTES:

- This survey is dependent upon EXISTING MONUMENTATION.
- BEARING REFERENCE: Northerly right of way boundary of Apolache Parkway being South 76 degrees 18 minutes 44 seconds East as per record deed.
- NO IMPROVEMENTS have been located other than shown hereon. All platted utility easements shall also allow for Cable Television Services in accordance with Florida Statutes, Chapter 177.091 (29).
- The construction of permanent structures including fences but excluding driveways by property owners is prohibited within utility and drainage easements.
- An iron rod with plastic cap stamped "7160" has been set at all lot corners unless otherwise noted.
- Subject property is located in Zone "X" as per Flood Insurance Rate Map, Community Panel No. 120144 0315F, Index date: August 18, 2009, Leon County, Florida.
- Platted utility easements shall allow for cable television services per Florida Statute 177.091 (29).
- Platted utility easements shall allow for "Internet" infrastructure to be placed within the dedicated easements including, but not limited to, cables, wires and any other hardware required to provide internet service.

## NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DESCRIPTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

PLAT REVIEWED FOR COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES.

JOSEPH COLEMAN  
COUNTY LAND SURVEYOR  
PROFESSIONAL SURVEYOR & MAPPER

\*NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER\*

## SURVEYOR'S CERTIFICATION:

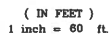
I hereby certify that this map was made under my responsible direction and supervision, is a correct representation of the land surveyed, that the Permanent Reference Monuments and Permanent Control Points have been set and that the survey data and monumentation complies with both Chapters 177 of the Florida Statutes and standards for practice for Land Surveying (F.A.C. §17-1051).

JAMES T. RODDENBERRY DATE \_\_\_\_\_  
Surveyor & Mapper FL Certificate No. 1261

## DEDICATION STATE OF FLORIDA, COUNTY OF LEON

Know all by these present that Lonesome Dove Phase 2, LLC, the owners' in fee simple of the land shown hereon platted as Pine Dove Estates Phase 2, and being more particularly described as follows:

Commence at a concrete monument marking the Northeast corner of the Southeast Quarter of the Northwest Quarter of Section 20, Township 1 South, Range 2 East, Leon County, Florida, thence run North 89 degrees 59 minutes 16 seconds East along the North boundary of said Quarter section 323.95 feet to an iron rod and cap (marked 6590) marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 89 degrees 59 minutes 16 seconds East along said North boundary 363.42 feet to an iron rod and cap (marked 7160); thence leaving said North boundary run South 00 degrees 00 minutes 44 seconds East 20.00 feet to an iron rod and cap (marked 7160); thence run South 15 degrees 27 minutes 10 seconds East 140.53 feet to an iron rod and cap (marked 7160); thence run South 26 degrees 25 minutes 34 seconds West 144.82 feet to an iron rod and cap (marked 7160); thence run South 86 degrees 31 minutes 16 seconds West 45.02 feet to an iron rod and cap (marked 7160); thence run South 10 degrees 52 minutes 52 seconds East 164.23 feet to an iron rod and cap (marked 7160); thence run South 68 degrees 19 minutes 21 seconds West 27.33 feet to an iron rod and cap (marked 7160); thence run South 58 degrees 19 minutes 21 seconds West 16.88 feet to an iron rod and cap (marked 7160) marking a point of curve concave to the Southeast; thence run Southwesterly along said curve with a radius of 35.00 feet, through a central angle of 93 degrees 31 minutes 11 seconds, for an arc distance of 57.13 feet, chord being South 21 degrees 33 minutes 45 seconds West 50.99 feet to an iron rod and cap (marked 7160); thence leaving said curve run South 25 degrees 11 minutes 31 seconds East 34.75 feet to an iron rod and cap (marked 7160) marking a point of curve concave to the Northwest; thence run Southwesterly along said curve with a radius of 170.00 feet, through a central angle of 11 degrees 03 minutes 59 seconds, for an arc distance of 32.83 feet, chord being South 30 degrees 43 minutes 43 seconds East 32.78 feet to an iron rod and cap (marked 7160); thence leaving said curve run North 82 degrees 39 minutes 25 seconds East 295.42 feet to an iron rod and cap (marked 7160) marking a point of curve concave to the Southwest; thence run Southeast along said curve with a radius of 243.35 feet, through a central angle of 16 degrees 04 minutes 14 seconds, for an arc distance of 68.26 feet; chord being South 31 degrees 40 minutes 50 seconds East 60.00 feet to an iron rod and cap (marked 7160) marking a point of curve concave to the Northwest; thence run South along said curve with a radius of 449.03 feet, through a central angle of 50 degrees 16 minutes 22 seconds, for an arc distance of 393.99 feet; chord being South 02 degrees 11 minutes 58 seconds East 361.47 feet to an iron rod and cap (marked 7160) marking a point of compound curve to the right; thence run Southwesterly along said curve having a radius of 281.81 feet, through a central angle of 22 degrees 26 minutes 12 seconds; for an arc distance of 110.35 feet, chord being South 34 degrees 09 minutes 19 seconds West 109.65 feet to an iron rod and cap (marked 7160); to a point of reverse curve to the left; thence run Southwesterly along said curve having a radius of 61.19 feet, through a central angle of 07 degrees 03 minutes 07 seconds, for an arc distance of 8.67 feet; chord being South 40 degrees 50 minutes 51 seconds West 9.66 feet; to an iron rod and cap (marked 7160); thence leaving said curve run South 33 degrees 09 minutes 37 seconds West 225.50 feet to an iron rod and cap (marked 7160); thence run South 00 degrees 00 minutes 44 seconds West 19.98 feet to an iron rod and cap (marked 7160); thence run North 89 degrees 59 minutes 16 seconds West 787.82 feet to a concrete monument marking the Southeast corner of the Southeast Quarter of the Northwest Quarter of said Section; thence run North 89 degrees 59 minutes 16 seconds West 787.82 feet to an iron rod and cap (marked 6590); thence run North 04 degrees 58 minutes 39 seconds West 37.69 feet to an iron rod and cap (marked 6590); thence run North 73 degrees 28 minutes 49 seconds East 46.39 feet to an iron rod and cap (marked 6590); thence run North 65 degrees 34 minutes 58 seconds West 44.14 feet to an iron rod and cap (marked 6590); thence run North 14 degrees 14 minutes 47 seconds East 31.00 feet to an iron rod and cap (marked 6590); thence run North 03 degrees 15 minutes 29 seconds East 52.35 feet to an iron rod and cap (marked 6590); thence run North 17 degrees 58 minutes 15 seconds East 194.48 feet to an iron rod and cap (marked 6590); thence run South 54 degrees 48 minutes 13 seconds East 126.36 feet to an iron rod and cap (marked 6590); thence run North 03 degrees 02 seconds West 168.83 feet to an iron rod and cap (marked 6590); thence run North 03 degrees 02 seconds West 168.83 feet to an iron rod and cap (marked 6590); thence run North 08 degrees 09 minutes 17 seconds West 133.48 feet to an iron rod and cap (marked 6590); thence run North 81 degrees 50 minutes 43 seconds East 41.35 feet to an iron rod and cap (marked 6590); marking a point of curve concave to the Northerly; thence run Easterly along said curve with a radius of 342.65 feet, through a central angle of 06 degrees 43 minutes 49 seconds, for an arc distance of 40.25 feet, chord being North 78 degrees 28 minutes 49 seconds East 40.23 feet to an iron rod and cap (marked 6590); thence run North 10 degrees 10 minutes 42 seconds East 13.67 feet to an iron rod and cap (marked 6590); thence run North 35 degrees 24 minutes 43 seconds East 243.68 feet to an iron rod and cap (marked 6590); thence run North 09 degrees 20 minutes 08 seconds East 80.24 feet to an iron rod and cap (marked 6590); thence run North 00 degrees 04 minutes 13 seconds West 74.96 feet to the POINT OF BEGINNING containing 28.33 acres, more or less.



## FLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

(UNPLATTED LANDS)

N89°59'16"F

**POINT OF COMMENCEMENT:**  
NORTHEAST CORNER OF THE  
SOUTHEAST QUARTER OF THE  
NORTHWEST QUARTER OF SECTION  
20, TOWNSHIP 1 SOUTH, RANGE 2  
EAST, LEON COUNTY, FLORIDA

"PINE DOVE ESTATES PHASE 1"  
A SUBDIVISION AS PER MAP OR PLAT  
THEREOF RECORDED IN PLAT BOOK 21,  
PAGE 48-50 OF THE PUBLIC RECORDS  
OF LEON COUNTY, FLORIDA.

### LEGEND

C.O. = CITY OF TALLAHASSEE  
 S.W.M.F. = STORM WATER MANAGEMENT FACILITY  
 HOA = HOME OWNERS ASSOCIATION  
 MAINT. = MAINTENANCE  
 ESM.T. = EASEMENT  
 TYP. = TYPICAL  
 D.E. DRAINAGE EASEMENT  
 CONS. ESM.T. = CONSERVATION EASEMENT  
 CRT. = COURT  
 S.O. OFF. SPACE  
 R/W = RIGHT OF WAY  
 Δ = Point not set or found  
 CM = Found on Monument (4" x 4")  
 FIR = Found Iron Rod (5/8")  
 FRC = Found Iron Rod & Cop (5/8") #7160  
 SC = Set 4" Cop & Concrete Monument with Cop #7160  
 CM = Found 4" x 4" Concrete Monument  
 SC = Set Nail & Cop (#7160)  
 Δ = Delta Angle  
 R = Radius  
 AC = Arc Length  
 CD = Chord bearing and distance  
 TP = Point of Tangency  
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 PR = Point of Reverse Curvature  
 POC = Point of Curve  
 ID = Identification Marker  
 = Flag  
 O.R. = Official Record Book of Leon County, Florida  
 pg. = Page  
 ● = PRM = Permanent Reference Monument  
 ● = 5/8" REBAR WITH 3" ROUND IRON DISC #7160  
 ○ = Set Nail & Cop #7160 (PCP Permanent Control Point)  
 ○ = Found Iron Rod & Cop #7160-5/8"  
 (Unless noted otherwise)  
 — = All Interior Lot Corners Are Marked With  
 Iron Rod & Cop #7160-5/8"  
 (Unless noted otherwise)  
 — = Found Iron 5/8" Re Bar with 3" ID Disc #7160

CURVE TABLE					
CURVE	LENGTH	RADIUS	DIRECTION	CHORD	DELTA
C1	197.76	300.00	305°34'34.2"	194.29	274°46'08"
C2	35.57	300.00	701°42'07"	35.54	67°43'3"
C3	539.17	300.00	701°11'19"	463.82	103°11'51"
C4	26.63	300.00	335°52'52.2"	26.63	335°52'52.2"
C5	74.39	200.00	335°52'52.2"	73.87	71°21'41"
C6	284.28	200.00	301°23'28"	229.36	65°56'58"
C7	88.67	60.00	301°23'28"	82.17	79°59'36"
C8	68.45	60.00	301°23'28"	63.97	79°59'36"
C9	886.76	60.00	305°36'39.4"	820.87	34°24'38"
C10	27.68	35.00	305°36'39.4"	26.94	45°19'38"
C11	60.15	35.00	305°36'39.4"	58.37	45°19'38"
C12	65.28	60.00	305°36'39.4"	62.11	62°16'22"
C13	46.61	60.00	305°18'21.4"	39.98	348°74'06"
C14	74.53	60.00	305°18'21.4"	72.53	74°53'03"
C15	74.53	60.00	304°58'36.8"	71.11	74°53'03"
C16	25.88	35.00	330°56'28"	25.49	42°21'36"
C17	59.32	336.00	317°40'11"	59.25	10°10'06"
C18	92.91	336.00	317°40'11"	92.84	10°10'06"
C19	55.95	336.00	308°27'32"	55.78	94°17'37"
C20	49.87	35.00	307°39'25.4"	45.75	81°23'25"
C21	83.74	35.00	307°39'25.4"	83.74	81°23'25"
C22	86.64	27.00	304°41'29.4"	86.19	103°27'55"
C23	60.09	35.00	366°59'35"	38.98	98°29'05"
C24	206.09	35.00	366°59'35"	206.09	98°29'05"
C25	170.47	27.00	304°41'29.4"	167.59	98°29'05"
C26	32.01	27.00	307°43'07.9"	31.99	64°47'31"
C27	68.06	35.00	349°09'49.9"	57.84	11°26'36"
C28	11.88	336.00	349°09'49.9"	11.88	11°26'36"
C29	39.12	336.00	307°43'07.9"	39.10	64°47'31"
C30	52.83	35.00	368°25'51.5"	33.85	98°29'05"
C31	40.25	35.00	368°25'51.5"	40.25	98°29'05"
C32	57.13	35.00	321°33'45.5"	56.99	93°31'21"
C33	183.26	27.00	308°00'08"	179.36	36°58'55"
C34	178.04	27.00	306°46'06"	176.29	36°58'55"
C35	143.10	27.00	341°44'41.4"	141.47	100°27'57"
C36	15.81	25.00	334°06'07.8"	15.68	25°33'55"
C37	18.18	60.00	349°58'36"	18.11	17°21'44"
C38	74.51	336.00	349°58'36"	74.51	17°21'44"
C39	63.74	60.00	319°33'31.2"	60.76	60°25'45"
C40	33.58	60.00	324°34'59.1"	33.31	324°34'59.1"
C41	92.42	60.00	324°34'59.1"	92.42	324°34'59.1"
C42	34.78	35.00	377°35'39.9"	33.73	56°56'36"
C43	323.86	336.00	377°35'39.9"	311.51	56°56'36"
C44	65.90	336.00	344°06'59.5"	65.79	1°26'26"
C45	99.15	336.00	344°06'59.5"	99.15	1°26'26"
C46	84.22	336.00	301°55'12.8"	84.01	4°33'28"
C47	57.31	336.00	306°18'49.8"	50.76	99°29'05"
C48	30.39	336.00	306°18'49.8"	30.39	99°29'05"
C49	40.66	236.00	330°54'15.5"	44.61	10°07'45"
C50	44.78	236.00	330°54'15.5"	44.71	10°07'45"
C51	123.51	236.00	308°48'44.4"	108.82	44°47'44"
C52	57.81	236.00	308°48'44.4"	57.66	44°47'44"
C53	60.65	236.00	301°03'39.4"	60.45	13°06'05"
C54	92.80	300.00	334°33'52.6"	92.71	23°07'05"
C55	26.32	17.00	341°00'00.0"	26.32	341°00'00.0"
C56	36.83	17.00	336°43'30.0"	32.78	110°55'55"
C57	63.15	17.00	306°43'30.0"	62.79	111°21'55"
C58	86.90	17.00	306°43'30.0"	83.73	111°21'55"
C59	207.64	17.00	301°23'28"	194.79	69°58'35"
C60	57.68	505.81	807°06'25.2"	57.65	63°59'55"
C71	58.18	505.81	809°53'49.2"	58.16	5°34'41"
C72	14.32	30.00	341°00'00.0"	14.32	341°00'00.0"
C73	124.08	449.03	803°00'28.8"	123.63	13°34'33"
C74	126.85	449.03	819°07'41.4"	126.18	16°24'53"
C75	88.26	449.03	819°07'41.4"	88.26	16°24'53"

LINE TABLE		
LINE	LENGTH	BEARING
L1	3.04	N36°16'S
L2	2.95	N39°12'S
L3	3.60	N25°18'S
L4	2.34	N60°07'E
L5	16.35	N02°59'E
L6	26.02	N02°39'E

"NOT VALID WITHOUT THE SIGNATURE AND  
ORIGINAL RAISED SEAL OF A FLORIDA LIC  
SURVEYOR AND MAPPER"

**SURVEYOR'S CERTIFICATION:**  
I hereby certify that this survey was made under my responsible direction and supervision, is a correct representation of the land surveyed, that the Permanent Reference Monuments and Permanent Control Points have been set and that the survey data and monumentation complies with both Chapter 177 of the Florida Statutes and standards for practice for Land Surveying (F.A.C. 5J-17.051).

**NOTICE:**

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

**JAMES T. RODDENBERRY**  
Surveyor & Mapper FL Certificate No. 4261

TR  
& A

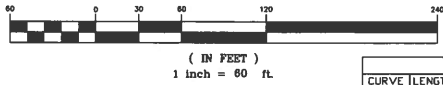
**THURMAN RODDENBERRY & ASSOCIATES, INC.**

**PROFESSIONAL SURVEYORS AND MAPPERS**  
P.O. BOX 100 • 125 SHELTON STREET • SOPCHOPPY, FLORIDA 32358  
PHONE NUMBER: 850-962-2538 • FAX NUMBER: 850-962-1103  
LB # 7160

03 SHEET 2 OF 4

DATE: 09/24/18	SCALE 1" = 50'	DRAWN BY: BB	COUNTY: LEON
FILE: 15145RP.DWG	SEC. 20, T-1-S, R-2-E	JOB NUMBER: 15-145	

GRAPHIC SCALE



**PINE DOVE ESTATES PHASE 2**

A SUBDIVISION LYING IN SECTION 20, TOWNSHIP 1 SOUTH,  
RANGE 2 EAST, LEON COUNTY, FLORIDA

PLAT BOOK PAGE

**LEGEND**

- C.O.T. = CITY OF TALLAHASSEE  
S.W.M.F. = STORM WATER MANAGEMENT FACILITY  
HOA = HOME OWNERS ASSOCIATION  
MAINT. = MAINTENANCE  
ESMT. = EASEMENT  
TYP. = TYPICAL  
D.E. = DRAINAGE EASEMENT  
CONS. ESMT. = CONSERVATION EASEMENT  
DRT. = COURT  
O.S. = OPEN SPACE  
R/W = RIGHT OF WAY  
Δ = Point not set or found  
FCM = Found Concrete Monument (4" x 4")  
FIR = Found Iron Rod (5/8")  
SCL = Found Iron Rod & Cap (5/8") #7160  
SCL = Set 4" x 4" Concrete Monument with cap #7160  
FCM = Found 4" x 4" Concrete Monument  
SNC = Set Nail & Cap (#7160)  
Δ = Delta Angle  
R = Radius  
L = Arc Length  
C = Chord bearing and distance  
PT = Point of Tangency  
PC = Point of Curvature  
PI = Point of Intersection  
PRC = Point of Reverse Curvature  
POC = Point of Curvature  
ID = Identification Marker  
O.R. = Official Record Book of Leon County, Florida  
PS = Page  
PRM = Permanent Reference Monument  
5/8" REBAR WITH 3" ROUND ID DISC #7160  
① = Set Nail & Cap #7160 (POC Permanent Control Point)  
② = Found Iron Rod & Cap #7160-5/8"  
(Unless noted otherwise)  
③ = All Interior Lot Corners Are Marked With  
Iron Rod & Cap #7160-5/8"  
(Unless noted otherwise)  
④ = Found Iron 5/8" Re Bar with 3" ID Disc #7160

CURVE	LENGTH	RADIUS	DIRECTION	CHORD	DELTA
C1	197.76	300.00	S05°34'34"W	194.20	37°46'08"
C2	25.37	300.00	N71°43'07"E	35.54	6°47'33"
C3	530.17	300.00	N57°11'09"E	463.82	101°15'17"
C4	26.63	100.00	N79°49'23"W	26.58	15°16'29"
C5	74.30	200.00	S35°50'24"E	73.87	21°17'03"
C6	244.28	200.00	N11°29'58"W	239.38	60°50'51"
C7	286.57	60.00	S66°30'03"E	82.11	73°39'10"
C8	282.45	60.00	S03°58'51"W	85.06	9°48'58"
C9	286.78	60.00	N65°36'04"W	82.07	74°25'25"
C20	49.87	35.00	N27°30'25"E	45.75	18°37'51"
C21	83.74	270.00	S13°56'00"W	83.41	17°46'15"
C22	86.66	270.00	S04°06'49"E	86.29	10°23'23"
C23	60.99	35.00	S62°29'20"E	52.88	60°22'59"
C24	208.89	330.00	S84°45'22"W	204.64	36°07'45"
C25	170.40	270.00	S04°46'19"W	167.59	36°09'38"
C26	32.51	270.00	N71°43'07"E	39.99	6°47'33"
C27	68.08	35.00	N49°09'48"W	57.84	101°26'36"
C28	41.88	35.00	S40°50'12"W	39.42	68°33'24"
C29	29.12	330.00	N71°43'07"E	39.10	6°47'33"
C30	32.61	35.00	N64°16'13"W	47.99	86°28'49"
C31	40.25	342.65	N78°28'48"E	40.23	6°43'51"
C32	37.13	35.00	S21°33'45"W	36.99	33°31'11"
C33	183.26	270.00	N26°30'08"E	175.78	38°53'17"
C34	175.04	270.00	N64°01'08"E	171.93	37°08'43"
C35	143.18	270.00	S82°13'32"E	141.43	30°21'57"
C36	15.81	25.00	S34°06'07"E	15.68	25°36'23"
C37	18.18	60.00	N49°50'32"W	18.11	17°21'44"
C38	74.51	60.00	S85°53'56"W	69.82	71°09'18"
C39	63.74	60.00	S19°53'13"W	60.79	60°52'09"
C40	33.58	60.00	S23°34'59"E	33.19	32°04'34"
C41	92.42	60.00	S86°44'52"E	83.55	86°15'23"
C42	34.78	35.00	S77°59'39"W	33.37	56°56'25"
C43	323.86	330.00	N77°57'05"E	311.01	56°15'44"
C44	65.90	60.00	N44°16'53"E	65.78	11°26'08"
C45	99.15	330.00	N29°47'19"E	98.77	17°12'31"
C46	84.22	330.00	N13°52'12"E	84.00	14°37'24"
C47	573.12	330.00	N56°18'49"E	503.76	99°39'27"

"PINE DOVE ESTATES PHASE 1"  
A SUBDIVISION AS PER MAP OR PLAT  
THEREOF RECORDED IN PLAT BOOK 21,  
PAGE 48-50 OF THE PUBLIC RECORDS  
OF LEON COUNTY, FLORIDA.

(UNPLATTED LANDS)

LINE	LENGTH	BEARING
L1	3.04	N36°16'31"W
L2	2.95	N39°12'39"W
L3	3.60	N25°18'39"E
L4	2.34	N60°07'29"E
L5	16.35	N62°59'13"E
L6	26.02	N62°59'13"E

NOTICE:  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS THE  
OFFICIAL DEPICTION OF THE SUBDIVISION LANDS DESCRIBED  
HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED  
IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM  
OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS  
THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE  
FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

JAMES T. RODDENBERRY  
Surveyor & Mapper FL Certificate No. 1261

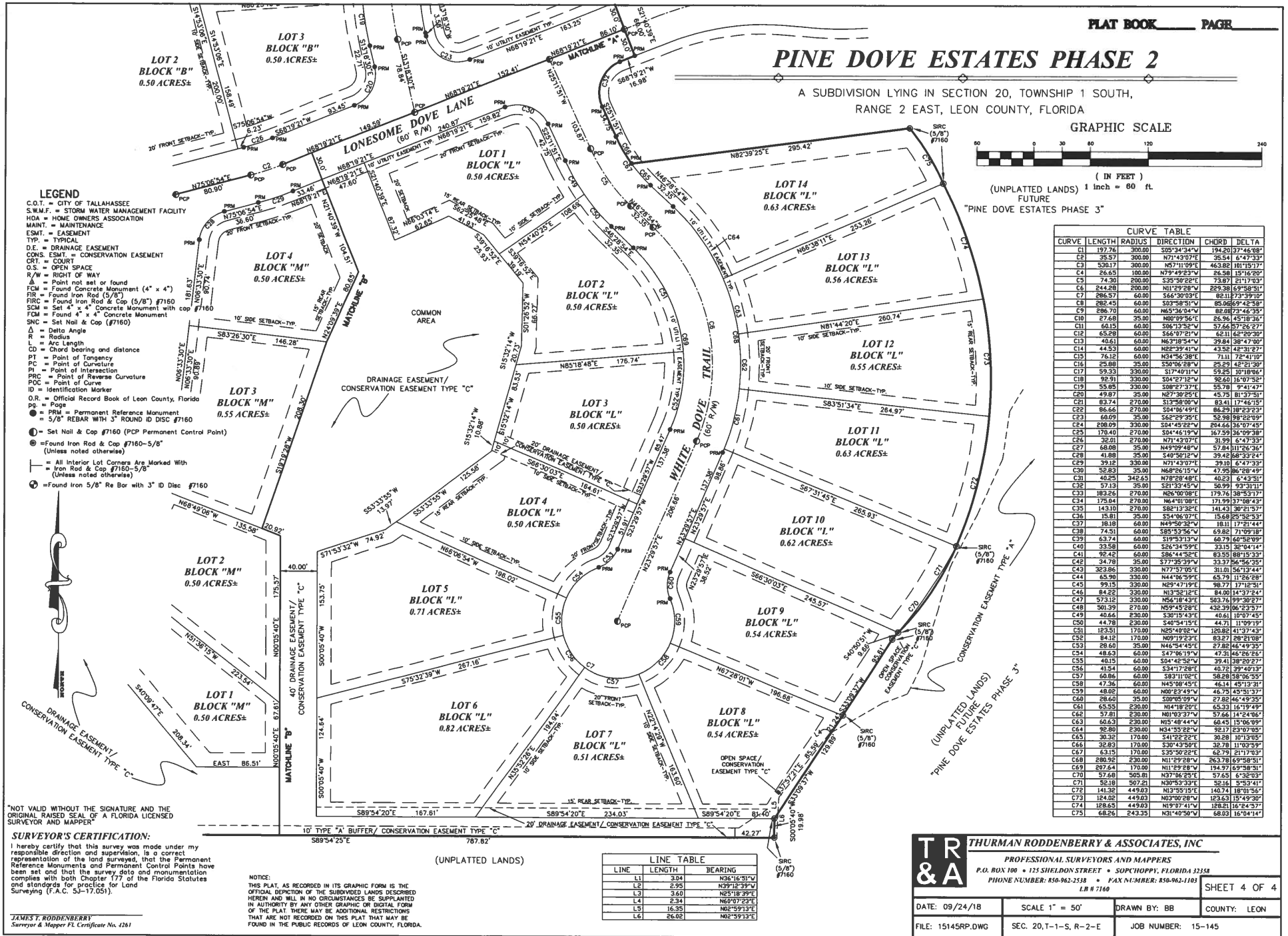
**TR & A**

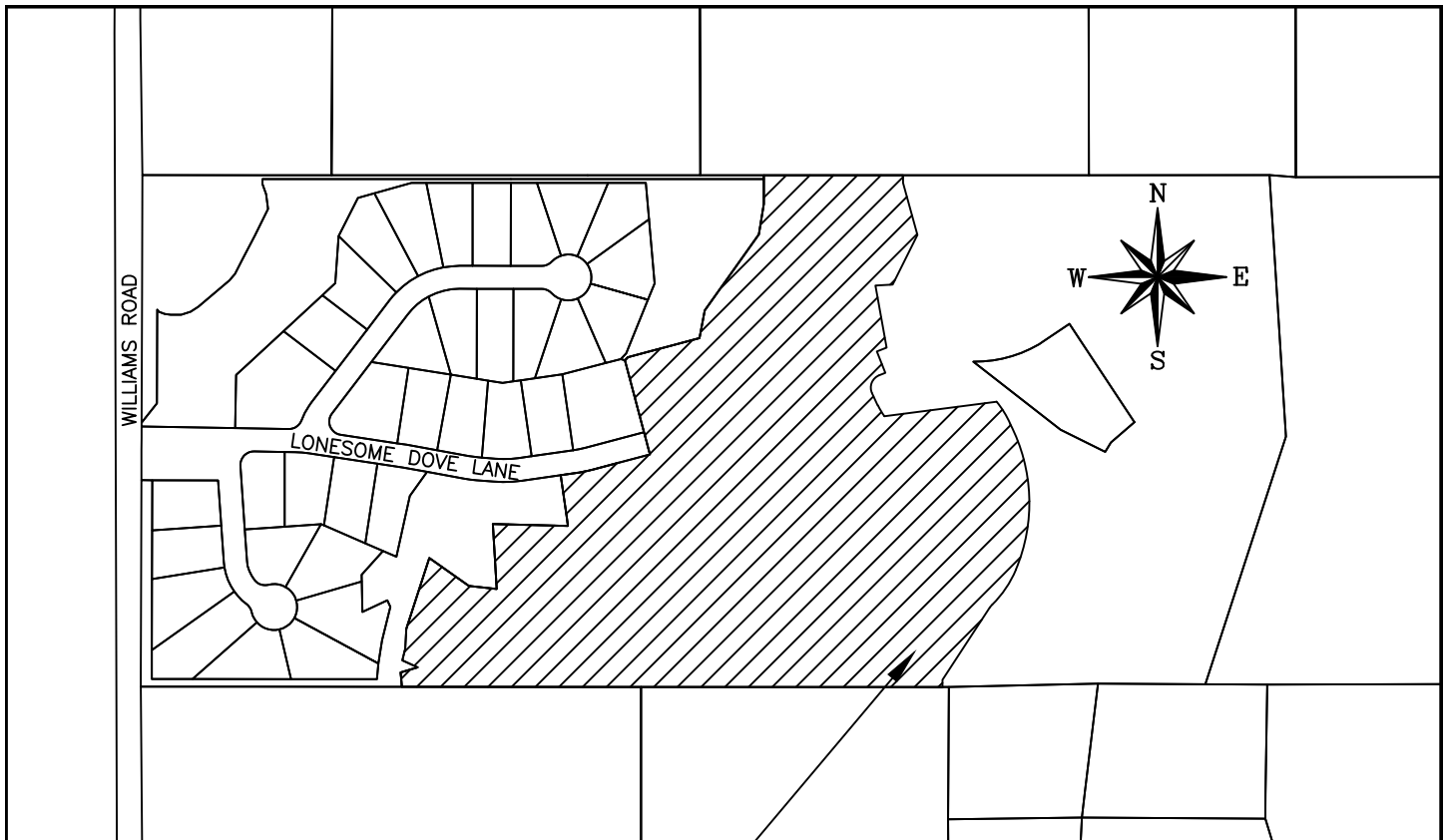
**THURMAN RODDENBERRY & ASSOCIATES, INC.**  
PROFESSIONAL SURVEYORS AND MAPPERS  
P.O. BOX 100 • 125 SHELDON STREET • SOPCHOPPY, FLORIDA 32358  
PHONE NUMBER: 850-962-2518 • FAX NUMBER: 850-962-1103  
LR # 7160

DATE: 09/24/18	SCALE 1" = 50'	DRAWN BY: BB	COUNTY: LEON
FILE: 15145RP.DWG	SEC. 20, T-1-S, R-2-E	JOB NUMBER: 15-145	

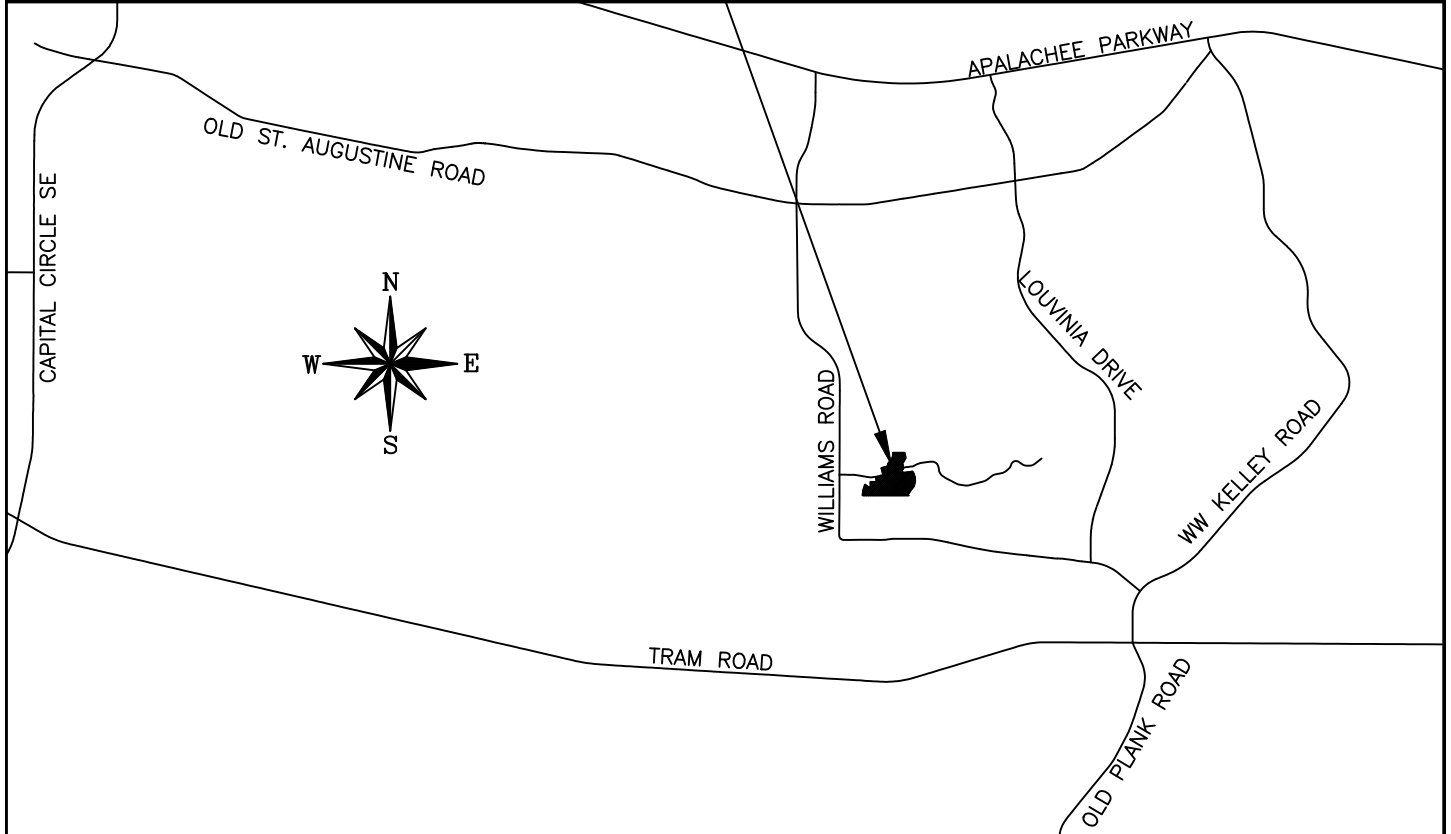
SHEET 3 OF 4







**PINE DOVE ESTATES, PHASE 2** **SITE MAP**  
SCALE 1" = 500'



**LOCATION MAP**  
SCALE 1" = 6000'



## BOARD OF COUNTY COMMISSIONERS

301 South Monroe Street  
Tallahassee, Florida 32301  
(850) 488-4710

Office of Growth and Environmental Management  
Development Services  
3401 West Tharpe Street  
Tallahassee, Florida 32303  
Phone (850) 606-1300

Commissioners:  
WILLIAM C. PROCTOR, JR.  
District 1

JANE G. SAULS  
District 2

DAN WINCHESTER  
District 3

TONY GRIPPA  
District 4

BOB RACKLEFF  
District 5

ED DEPUY  
At-Large  
CLIFF THAELL  
At-Large

PARWEZ ALAM  
County Administrator  
(850) 488-9962

HERBERT W.A. THIELE  
County Attorney  
(850) 487-1008

October 11, 2006

Elliot Varnum, PE  
Varnum & Associates, Inc.  
3559 Timberlane School Road  
Tallahassee, FL 32312

RE: Pine Dove Conservation Subdivision Type "B" Site and  
Development Plan, LSP050046  
Tax Parcel Identification Numbers: 32-21-20-201-000-0; 32-20-20-003; 002; 004; 201;  
005; and 202-000-0

Dear Mr. Varnum:

The above mentioned project has been approved by the Development Review Committee in accordance with Sections 10-1479 and 10-852 of the Land Development Code. A copy of the site and development plan with approval signatures is being transmitted herewith for your records. By copy of this letter, signed copies are also being distributed to appropriate reviewing parties.

Please call if you need additional information.

Sincerely,

Scott Brockmeier  
Planner II

cc: David R. McDevitt, AICP, Growth and Environmental Management Director (letter only)  
Adam Antony Biblo, AICP, Development Services Director  
Joseph L. Brown, III, P. E., Director of Engineering Services - Public Works  
Kimberly Wood, PE, Chief of Engineering Coordination - Public Works  
Bruce Kessler, City of Tallahassee Water Utilities  
Tony Park, PE, Public Works Director  
Wayne Tedder, AICP, Tallahassee-Leon County Planning Department  
Michael Clark, AICP, Development Services Coordinator (letter only)  
Ed Jarriel, Deputy Building Official (letter only)  
Nawfal Ezzagghi, PE, Environmental Review Supervisor  
Lisa Oglesby, Addressing Program Team Leader  
Pine Dove Estates, LLC, 2858 Remington Green Circle, Tallahassee, FL 32308



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyfl.gov

### Commissioners

BILL PROCTOR

District 1

JANE G. SAULS

District 2

JOHN DAILEY

District 3

BRYAN DESIOGE

District 4

BOB RACKLEFF

District 5

CLIFF THAELL

At-Large

AKIN AKINYEMI

At-Large

PARWEZ ALAM

County Administrator

HERBERT W.A. THIELE

County Attorney

Growth and Environmental Management Department  
Development Services Division  
Renaissance Center, 2<sup>nd</sup> Floor  
435 N. Macomb Street  
Tallahassee, Florida 32301-1019  
Phone (850) 606-1300

May 13, 2009

Pine Dove Estates, L.P.  
c/o Dan McClellan  
P.O. Box 15887  
Tallahassee, FL 32317

RE: Pine Dove Estates (LSP050046) - Request for a minor modification to the approved site and development plan  
Tax Parcel Identification Number(s): 32-20-20-002-000-0,  
32-20-20-002-000-0, 32-20-20-002-000-0, 32-20-20-002-000-0,  
32-20-20-201-000-0, 32-20-20-202-000-0, 32-21-20-201-000-0

Dear Mr. McClellan:

Development Services has reviewed your proposed minor amendment to the referenced site and development plan that was initially submitted to our office on November 11, 2008. The application has been revised to address the deficiencies noted in our letter dated November 26, 2008. The request to develop the site in a series of phases is approved as follows:

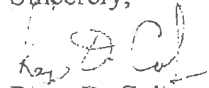
1. The modification proposes to develop the site in five (5) phases; and,
2. Phase I of the development includes the area of the site within the western portion of the proposed development. Phase I includes thirty-six (36) total lots: Lots 1-23 of Block "A" and Lots 1-13 of Block "O"; and,
3. Phase II consists of the area of the development directly east of Phase I. Phase II includes thirty-five (35) total lots: Lots 1-10 of Block "B", Lots 1-13 of Block "L", Lots 1-4 of Block "M" and Lots 1-8 of Block "N"; and,
4. Phase III consists of the area of the development directly east of Phase II. Phase III includes thirty-two (32) total lots: Lots 1-10 of Block "C", Lots 1-5 of Block "D", Lots 1-11 of Block "J", Lots 1-6 of Block "K"; and,
5. Phase IV consists of the area of the development directly east of Phase III. Phase IV includes nineteen (19) total lots: Lots 1-7 of Block "E", Lots 1-12 of Block "I"; and,
6. Phase V consists of the area of the development directly east of Phase IV and is bounded by the eastern perimeter of the Pine Dove Estates subdivision. Phase V includes sixteen (16) total lots: Lots 1-4 of Block "F", Lots 1-4 of Block "G", Lots 1-8 of Block "H".

Pine Dove Estates Subdivision – Minor modification request  
May 13, 2009  
Page 2 of 2

A copy of the approved site plan is being transmitted herewith. This approval shall not be construed to grant exemption from any other development regulation or permitting requirement as may otherwise be applicable. This review does not include analysis of environmental constraints. All environmental constraints on site must be addressed in a manner consistent with the Conservation Element of the Comprehensive Plan and the County Environmental Management Act.

If you have any questions regarding this letter, please let me know.

Sincerely,



Ryan D. Culpepper  
Development Services Administrator

cc: Adam A. Biblo, Director, Development Services (letter only)  
Joseph L. Brown, III, P. E., Director of Engineering Services, LCPW (letter only)  
Kimberly Wood, Chief of Engineering Coordination, LCPW  
Russell Snyder, Land Use Division Co-Manager, TLCPD  
Nawfal Ezzagaghi, Environmental Review Supervisor  
Maurice Majszak, Tallahassee Fire Department  
Ed Jarriel, Deputy Building Official (letter only)  
Michael Clark, Development Services Coordinator (letter only)  
Lisa Oglesby, Addressing Program Coordinator (letter only)  
Marcus Curtis, Planner I (letter only)  
Thomas Harp, Planner I (letter only)  
Pine Dove Estates, L.P., P.O. Box 15887, Tallahassee, FL 32317

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #10**

# Leon County Board of County Commissioners

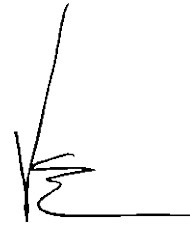
## Agenda Item #10

December 10, 2019

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

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

**Title:** Authorization to Proceed with the Development of an Ordinance Amending the Leon County Land Development Code to Create a New Government Operational (GO) Zoning District



<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 and Environmental Management
<b>Lead Staff/ Project Team:</b>	Ryan Culpepper, Director, Development Services Division Scott Brockmeier, Development Services Administrator

### **Statement of Issue:**

This item seeks Board authorization to proceed with the drafting of an Ordinance creating a Government Operational (GO) zoning district to implement the provisions of the Government Operational Future Land Use Category of the Comprehensive Plan.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Authorize staff to proceed with the development of an Ordinance amending the Leon County Land Development Code to create a new Government Operational (GO) zoning district.

## **Report and Discussion**

### **Background:**

This item seeks Board authorization to proceed with the drafting of an Ordinance creating a Government Operational (GO) zoning district to implement the provisions of the Government Operational Future Land Use Category of the Comprehensive Plan. The County currently does not have a zoning district dedicated to implementing the GO Future Land Use Category. The new GO zoning district will provide certainty on the allowed land use, development standards and permitting requirements within the unincorporated area.

Government Operational (GO) was adopted on the Future Land Use Map on July 16, 1990 as a subcategory under the Institutional Future Land Use Category (FLUC) in the Comprehensive Plan. GO became an independent FLUC with amendments effective August 17, 1992. Subsequent amendments effective July 26, 2006, added to the list of facilities that could be included in the GO FLUC (e.g. courts, electric sub-stations, health clinics, libraries, etc.) Since GO was adopted as an independent FLUC in 1992, the County has never adopted an Ordinance creating a zoning district that would enable rezoning of property in the unincorporated portions of Leon County to GO. Since that time, the County has only had the option of implementing the GO category through existing commercial, office or industrial zoning districts. These other zoning districts allow for a broad array of intense uses, which may have impacts that extend beyond the subject site.

The GO FLUC is intended to limit uses to capture government facilities and services, including those operated by private entities on public land. Typical facilities in GO include electrical substations, museums, government offices, libraries, stormwater management facilities, spray fields and pump stations. The proposed GO zoning district would provide certainty on the land uses, associated development standards and permitting requirements.

The recommendation to establish the GO zoning district resulted from a proposed project brought to Development Support and Environmental Management (DSEM) by the State of Florida's Fish and Wildlife Department. The State of Florida's Fish and Wildlife Department has an existing warehouse/office facility on the northeast corner of Capital Circle Southwest (CCSW) and Bradford Road which will be impacted from the future widening of CCSW. The property is currently designated Recreation/Open Space on the Future Land Use Map of the Comprehensive Plan. In addition, the site is zoned Open Space (OS), which implements the Recreation/Open Space FLUC. The OS zoning district does not allow for warehousing/office facilities; therefore, the existing state facility is a legally non-conforming use. In order for the State to accommodate the right-of-way taking as well as to facilitate future expansion of the facility, the site will need to be redesigned to reallocate parking and building facilities elsewhere on the property.

The nonconforming provisions of the Land Development Code (LDC) significantly limit the extent of renovations, remodeling and expansion of nonconforming uses and structures. The most appropriate option is to rezone the referenced site to a zoning district that allows the State's



Title: Authorization to Proceed with the Development of an Ordinance Amending the Leon County Land Development Code to Create a New Government Operational (GO) Zoning District

December 10, 2019

Page 3

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warehouse/office facility. The County's existing zoning districts, however, allow for a much broader number of uses than necessary to accommodate the State's facility. As a result of discussions with Planning and DSEM, the State submitted a proposed map amendment to change the property's FLUC to Government Operational. The proposed Comprehensive Plan map amendment will be considered during the current Comprehensive Plan amendment cycle. Therefore, staff requests authorization to proceed with the creation of a Government Operational zoning district that would implement the existing GO FLUC and allow for the site to be considered for a subsequent rezoning to a Government Operational zoning district. The rezoning process would occur subsequent to the adoption of the proposed Comprehensive Plan map amendment.

**Analysis:**

The City of Tallahassee added the Government Operational-1 (GO-1) and Government Operation-2 (GO-2) zoning districts to the City of Tallahassee Land Development Code by adoption of an Ordinance on October 28, 2009. The City's GO-1 zoning district allows mostly neighborhood-scale services and uses (e.g. health clinics, libraries, police/fire stations, courts, electric substations, etc.), whereas the GO-2 zoning district would allow for community or regional-scale facilities and services (e.g. water treatment plants, correctional facilities, airports, electric generating facilities, etc.)

While many of the uses in GO could be captured under broader Future Land Use Categories and implementing zoning districts, it wouldn't be without potential consequences. There are instances when it is not appropriate to introduce a broader FLUC into areas that could usher in other zoning districts and uses. The GO Future Land Use Category only allows implementation of GO zoning districts. It is expected that the County's GO zoning district(s) will include many of the same land uses as the City of Tallahassee's, but will include additional restrictions; meaning, they will only be allowed in areas where minimum requirements can be met such as acreage, location standards and compatibility with the surrounding area. The City's GO zoning districts only address minimum development standards (i.e. setbacks, building size restrictions and height), as well as buffering and screening requirements.

Currently, there are no GO Future Land Use Category designations outside the City of Tallahassee limits. Even if the County adopts an Ordinance creating the GO zoning district, before any rezoning to GO could occur, an amendment to the Future Land Use Map of the Tallahassee-Leon County Comprehensive Plan would be required. This would include consideration by the Tallahassee-Leon County Planning Commission, as well as two Public Hearings before the Board of County Commissioners.

This item seeks Board authorization to proceed with the development of a Government Operational Zoning District Ordinance to assist in implementing the Government Operational Future Land Use Category. The proposed Ordinance will require review and input by the Advisory Committee on Quality Growth as well as a consistency review by the Planning Commission at a Public Hearing. The proposed Ordinance would require consideration by the Board at two Public Hearings.

Title: Authorization to Proceed with the Development of an Ordinance Amending the Leon County Land Development Code to Create a New Government Operational (GO) Zoning District

December 10, 2019

Page 4

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**Options:**

1. Authorize staff to proceed with the development of an Ordinance amending the Leon County Land Development Code to create a new Government Operational (GO) zoning district.
2. Do not authorize staff to proceed with the development of an Ordinance amending the Leon County Land Development Code to create a new Government Operational (GO) zoning district.
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Government Operational Future Land Use Category, Policy 2.2.16, Land Use Element

I. Land Use

**Policy 2.2.14: [L]**

RECREATION/OPEN SPACE (EFF. 8/17/92; REV. EFF. 7/26/06;  
RENUMBERED 3/14/07)

This category contains:

- (1) Government owned lands which have active or passive recreational facilities, historic sites, forests, cemeteries, or wildlife management areas.
- (2) Privately owned lands which have golf courses, cemeteries, or wildlife management areas.

Permitted uses include passive recreation and silviculture. Active recreation facilities are included if the site is within the USA or a rural community.

**Policy 2.2.15: [L]**

RECREATION/OPEN SPACE - STORMWATER FACILITY  
(EFF. 7/2/99; REV. EFF. 7/26/06; RENUMBERED 3/14/07)

This is a sub-category of the Institutional Recreation/Open Space category. This category is intended for government owned stormwater facilities.

Included in this category are the following:

- (1) Government owned lands which serve as structural or non-structural stormwater facilities.
- (2) The primary function of land in this category is stormwater attenuation, stormwater treatment for water quality, or stormwater conveyance.
- (3) These areas may be used for passive parks that do not contain any permanent structure. Allowable open space uses include parks, nature preserves, cultivation, grazing, and unimproved pervious parking areas.

**Policy 2.2.16: [L]**

GOVERNMENT OPERATIONAL (EFF. 8/17/92; REV. EFF.  
7/26/06; RENUMBERED 3/14/07; REV. EFF. 12/24/10)

Contains facilities, which include those defined on the Land Use Development Matrix as Community Services, Light Infrastructure, Heavy Infrastructure, and Post-Secondary, that provide for the operation of and provision of services on property owned or operated by local, state and federal government. The government facilities may include services and uses provided by private entities operating on property owned by the local, state, or federal government. These facilities shall include, but are not limited to:

Airports\*  
Correctional Facilities  
Courts  
Electric Generating Facilities  
Electric Sub-Stations  
Health Clinics  
Libraries  
Incinerators  
Materials Recovery Facilities  
Museums  
Postal Facilities

Offices  
Outdoor Storage Facilities  
Police/Fire Stations  
Sanitary Sewer Percolation Ponds  
Sanitary Sewer Pump Stations  
Sanitary Sewer Sprayfields  
Vehicle Maintenance Facilities  
Waste to Energy  
Water Tanks  
Water Treatment Plants  
Water Wells

\*Includes services and uses provided by private entities that are commonly located at commercial service airports.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #11**

# Leon County Board of County Commissioners

## Agenda Item #11

December 10, 2019

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

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

**Title:** Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Amending the Land Development Code of the Leon County Code of Laws to Allow Urban Agriculture and Urban Equine as Permitted Uses, for February 11, 2020, and April 14, 2020, at 6:00 p.m.

<b>Review and Approval:</b>	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support and Environmental Management
<b>Lead Staff/ Project Team:</b>	Ryan Culpepper, Director, Development Services Division Shawna Martin, Principal Planner, Development Services Division

### **Statement of Issue:**

This agenda item requests Board approval to schedule two Public Hearings to consider a proposed Ordinance allowing urban agriculture and urban equine as permitted uses.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Schedule two Public Hearings to consider adoption of an Ordinance amending the Land Development Code of the Leon County Code of Laws to allow urban agriculture and urban equine as permitted uses (Attachment #1), for February 11, 2020, and April 14, 2020, at 6:00 p.m.

Title: Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Amending the Land Development Code of the Leon County Code of Laws to Allow Urban Agriculture and Urban Equine as Permitted Uses, for February 11, 2020, and April 14, 2020, at 6:00 p.m.

December 10, 2019

Page 2

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## **Report and Discussion**

### **Background:**

This agenda item requests Board approval to schedule two Public Hearings to consider a proposed Ordinance amending Sections 10-1.101 and 10-6.816, and creating a new Section 10-6.820 to allow urban agriculture and urban equine as permitted uses. Based on stakeholder feedback and to ensure community support, an Ordinance was prepared to eliminate barriers to the operation of small-scale commercial farming inside the Urban Service Area.

The proposed Ordinance seeks to build upon the County's efforts to support urban agriculture activities and would allow urban equine as a permitted use. In January 2009, the Board adopted a Community Garden Ordinance providing regulations allowing community gardens as a supplementary use in residentially zoned neighborhoods. The Ordinance was in response to a growing trend in many communities that saw both the rapid increase in food prices and the desire for individuals to become more connected to their source of food. The Community Garden Ordinance provided restrictions on size; prohibited wholesale and retail sales of produce from the community garden (retail sales was limited to those activities permissible under the Home Occupation Ordinance); limited the use of pesticides, fertilizers, and other gardening chemicals; and provided maintenance requirements for the owner of the community garden to prevent the site from becoming a nuisance to neighbors.

In June 2012, the Board adopted amendments to the Community Garden Ordinance, which allowed for the establishment of community gardens on County-owned properties. Leon County promotes gardens in schools, neighborhoods, and other community centers. Community gardens make important contributions to all facets of sustainability. By providing access to free produce, gardens save participants money, increase access to healthy food, and cut down the amount of fossil fuel used to transport food to the dinner table.

In June 2014, in response to the closing of a successful urban farm in the City, the Board requested a report regarding potential ways the County could further promote farming, including small-scale commercial farming inside the Urban Service Area (USA). On September 23, 2014, the Board accepted a status report on the barriers and opportunities for small-scale farms in Leon County and directed the development of a draft Ordinance and coordinate stakeholder engagement to elicit feedback and ensure community support.

On May 12, 2015, the Board was provided a status update on the urban agriculture project which outlined the issues and opportunities for promoting urban agriculture and increasing local food production and consumption while considering legal and compatibility issues that may arise. The status report set out a timeline for involving various County departments, as well as targeted stakeholder groups, in formulating recommended code changes to promote urban agriculture.

Title: Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Amending the Land Development Code of the Leon County Code of Laws to Allow Urban Agriculture and Urban Equine as Permitted Uses, for February 11, 2020, and April 14, 2020, at 6:00 p.m.

December 10, 2019

Page 3

---

In order to elicit feedback and ensure community support, an Urban Agriculture Focus Group (Focus Group) was established during the drafting of the Ordinance. The Focus Group included representatives from the Council of Neighborhood Associations (CONA), Capital Area Neighborhood Network (CANN), Leon County Institute of Food and Agricultural Standards (IFAS) Extension Office, FSU Department of Urban and Regional Planning, Tallahassee Food Network, Frenchtown Heritage Market and various urban farmers in the community. The Focus Group met several times over the last several years in order to garner valuable input regarding emerging trends in urban agriculture practices, while also working through community concerns with the allowance of urban agricultural animals. Also during this time, staff was asked to examine and draft provisions related to the keeping of horses as pets on residential properties which currently are not regulated in the County. This discussion required additional coordination with the Animal Control Division, the County Attorney's Office, and members of the community who represent interests of the horse community. More time was needed for analysis in order to ensure consensus on the proposed Ordinance. Ultimately, a new section was drafted entitled Urban Equine which sets forth regulations for horses on residential properties which was well received by stakeholders.

### **Analysis:**

An invigorated local food movement is fostering development of new forms of agriculture across the nation, state, and in our community. Leon County has a long agricultural history; however, the emerging types of farms cropping up are different than traditional farms, in both location and in the types of operations. Particularly, some organizations operate farms that combine commercial operations with educational and social missions.

While Leon County has undertaken many efforts to assist the local food sector, these efforts have not encompassed an analysis of the County's regulations and other barriers affecting small, commercial farm businesses. This issue came to the forefront, in part, because of a small local urban farm that raised and sold on-site crops on a leased vacant urban lot. The farm is considered a nonconforming land use since commercial farming is not allowed in the zoning district in which the use is occurring. While this property is within city limits, the question is relevant to Leon County as well, primarily in multiple residential-dominated zoning areas, and more generally, in terms of the County's advocacy for small and local farms, public health, and sustainability across the entire County.

Governmental regulations and policies are recognized to be a factor in either encouraging or discouraging success of small farm operations. Local governments are grappling with how to regulate small farm enterprises and must balance quality of life and compatibility issues with the encouragement of new forms of farming enterprises that may be located from urban to suburban to rural areas. In support of our local food movement and small farm businesses, the Board recognized a need to evaluate existing regulations, policies, and programs to assess whether current barriers exist for development and operation of small-scale commercial farms and to explore

Title: Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Amending the Land Development Code of the Leon County Code of Laws to Allow Urban Agriculture and Urban Equine as Permitted Uses, for February 11, 2020, and April 14, 2020, at 6:00 p.m.

December 10, 2019

Page 4

---

opportunities that would proactively support small local farmers consistent with maintaining quality of life and environmental quality for all Leon residents.

Land uses in Leon County are controlled by land use development standards, the Comprehensive Plan, and the schedules of permitted uses within various zoning districts. Nontraditional farming is a relatively new occurrence, and therefore, was not contemplated at the time of adoption of the Comprehensive Plan and implementing zoning districts. The Urban Services Area (USA) covers both Leon County and the City of Tallahassee jurisdictions. Land inside the USA that falls under the County's jurisdiction is predominately residentially zoned, with smaller pockets of commercial, office and industrially-zoned property on the edges of the USA boundary.

Leon County has five zoning districts, predominately outside the USA, that allow some form of farming (agriculture) by right. These districts are comprised of larger tracks of land which encompass approximately 531 square miles, or 339,974 +/- acres. These districts are:

- Rural (R): 298,550 +/- acres
- Urban Fringe (UF): 25,674 +/- acres
- Lake Talquin Recreational/Urban Fringe (LT/UF): 6,314 +/- acres
- Open Space (OS): 6,659 +/- acres
- Residential Acre (RA): 2,776 +/- acres

The Rural, UF and LT/UF districts have restrictions on the location of retail sales, while retail sales are not permitted in the OS and RA districts.

While the Land Development Code (LDC) does not expressly provide for urban farms, it does support some forms of urban agriculture. The County has already taken a proactive approach by codifying the right to establish community gardens that allow for off-site sales of produce, as long as the garden is not operated on County-owned property. The Leon County Office of Sustainability provides financial and technical support to help community gardens, and to date has supported 21 gardens.

The proposed Ordinance repeals the existing Section 10-6.816, Community Gardens, but maintains much of the same language in the new Section 10-6.816, Urban Agriculture. The intent behind the proposed Ordinance is to expand farming opportunities in the urban areas of the County and allow for the keeping of urban agriculture animals, such as hens, ducks, roosters, bees and animals related to aquaponics operations, that would not normally be allowed in these zoning districts.

The proposed Ordinance provides for three tiers of urban agriculture: home gardens, community gardens and urban farms. Each tier allows for an increase in size and intensity of the farming operation, as well as an increase in the number and types of urban agriculture animals allowed. General provisions apply to all urban agriculture activities, including requirements for the humane



Title: Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Amending the Land Development Code of the Leon County Code of Laws to Allow Urban Agriculture and Urban Equine as Permitted Uses, for February 11, 2020, and April 14, 2020, at 6:00 p.m.

December 10, 2019

Page 5

---

care of urban agriculture animals, noise limitations, public nuisances, and environmental compliance (fertilizer, pesticides, etc.) Additional provisions and restrictions, discussed in more detail below, have been tailored for each tier to address compatibility of the urban agriculture activity with the surrounding area.

It is important to note, once again, that the provisions outlined below do not apply to land that is zoned for agricultural use as a principal use or properties that have a bona fide farm operation on land classified as agricultural under Florida Statutes.

### ***Hens, Ducks and Roosters***

The County has historically determined that livestock animals, including poultry and fowl, are not permitted in zoning districts which do not list agriculture or livestock as a permitted use. An animal is considered a livestock animal if it is kept as a beast of burden and/or for the purposes of economic gain. As a result, chickens raised for the purpose of egg production are considered livestock and are not permitted in any zoning district that does not permit agriculture or livestock.

During the drafting of this Ordinance, staff was asked to consider allowing the raising of backyard chickens and ducks for their eggs in order to support local food production and consumption. Additionally, according to the Leon County Extension Office (UF/IFAS Extension), roosters provide a multitude of benefits, including but not limited to, egg fertilization, flock protection and flock social order. While many jurisdictions ban roosters outright due to nuisance concerns, staff wanted to consider their importance and weigh the benefits with potential conflicts to see where they may be allowed. The most important aspect of keeping hens, ducks or roosters, so as not to create a nuisance, is to ensure they are being kept humanely.

The land development codes of numerous jurisdictions of similar population size to Leon County were researched to determine how chickens were being regulated outside of areas allowing livestock and agricultural activities (Attachment #2). This analysis found that the average allowance for single-family residential uses was generally between four to eight laying hens. The City of Tallahassee allows for hens and one rooster on residential properties when securely enclosed in a yard or pen at all times and not closer than 20 feet to any neighboring dwellings. Two other jurisdictions, Seminole County and the City of Neptune Beach, established pilot programs that call for evaluation and reporting in order to determine if the program is successful and not generating any unintended consequences.

Leon County's Animal Control will prepare future revisions to Section 4-37 (humane care standards) and Section 1-36 (public nuisance prohibitions) of the Leon County Code of Laws to strengthen best management practices and enforcement actions as they relate to these animals.

It is therefore recommended, based on the analysis and stakeholder meetings noted above, that each tier of urban agriculture establish a specific limit on the number of hens, ducks, and roosters allowed based on the applicable zoning, as summarized below:

Title: Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Amending the Land Development Code of the Leon County Code of Laws to Allow Urban Agriculture and Urban Equine as Permitted Uses, for February 11, 2020, and April 14, 2020, at 6:00 p.m.

December 10, 2019

Page 6

---

- Home gardens – Ten hens or ducks; roosters prohibited
- Community gardens – Twenty hens or ducks; one rooster
- Urban farms – Hens and ducks unlimited; two roosters

### ***Home Gardens***

Home gardens have always been allowed in the County; however, the LDC only references home gardens through an exception under the Community Garden Ordinance that reads as follows:

*Exception. This section shall not be construed so as to apply to any garden established as an accessory use to a lawfully established principal residential use providing for the personal enjoyment and consumption for the property owner upon which the garden is located.*

The proposed Ordinance includes a new subsection that outlines allowances for home gardens and includes allowances for the keeping of urban agriculture animals. This subsection allows home gardens as a permitted accessory use to any lawfully established principal residence and permits ten hens or ducks to be kept per single-family, two-family or multi-family residence. Roosters are specifically prohibited due to the high potential of nuisance complaints in residential areas. Hens and ducks must be contained in a pen or coop that is located in the rear yard and the home garden must abide by the same general provisions as other urban agriculture uses including humane care standards, prohibitions, environmental compliance and more. Retail sales of produce or by-products of urban agriculture animals are not allowed at the site of a community garden; however, these products can be sold off-site at farmers' markets, through community sponsored agriculture (CSA) or the like.

### ***Community Gardens***

Community gardens were added to the LDC as a permitted use in 2009 and are allowed on private property as well as County-owned properties that have been identified as suitable for such uses. Community gardens are permitted within all zoning districts and allow up to twenty hens or ducks and one rooster. Further, bees are permitted to be kept consistent with the regulations set forth in the Florida Administrative Code. Just as with home gardens, on-site sales are prohibited while off-site sales are allowed. To encourage community gardens, the proposed Ordinance provides for an expedited review for community gardens over one-half (½) acre in size and requires no review for community gardens less than one-half (½) acre in size, if the community garden is not located on County-owned land.

### ***Urban Farms***

Urban farms are allowed in any zoning district inside the USA, except residential districts as defined in Section 10-1.101 of the LDC, and may be up to 3 acres in size. Up to two roosters and an unlimited number of hens and ducks are allowed on an urban farm, so long as they comply with the humane care standards and public nuisance prohibitions provided for in Section 4-37 and Section 1-36 of the Leon County Code of Laws, respectively. Hens, ducks and roosters are required to be kept in pens or coops and require a minimum setback of 50 feet from the nearest

Title: Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Amending the Land Development Code of the Leon County Code of Laws to Allow Urban Agriculture and Urban Equine as Permitted Uses, for February 11, 2020, and April 14, 2020, at 6:00 p.m.

December 10, 2019

Page 7

---

adjacent principal dwelling. Bees are also permitted to be kept consistent with the regulations set forth in the Florida Administrative Code. Aquaponics operations are permitted consistent with regulations set forth by the Florida Department of Agriculture and Consumer Services and the Florida Fish and Wildlife Conservation Commission. An urban farm may have on-site sales when approved through the site plan process and can operate sales, with deliveries, during the hours of 7:00 a.m. to 7:00 p.m. Food products, value-added products, or the sale of items not grown on-site are prohibited.

### ***Urban Equine***

During the drafting of this Ordinance, staff was also asked to examine and draft provisions related to the keeping of horses as pets on residential properties. The LDC is currently silent on the issue of keeping horses as pets, outside of those zoning districts that allow livestock or agriculture by right. The land development codes of numerous jurisdictions of similar population size to Leon County were examined to determine how horses were regulated outside of areas allowing livestock and agricultural activities (Attachment #2). This analysis concluded that many jurisdictions required at least one acre of land per horse, with some requiring up to five acres per horse. The Animal Control Division also provided data from code complaints received regarding horses from 2012 through 2017. From this small sampling of information (54 entries), it was determined that the smallest lot on which a horse was documented was 0.99 acres in size. In coordination with the Animal Control Division, the Urban Equine portion of the Ordinance was drafted based on this research, general best management practices for the keeping of horses and the requirements for humane care. Humane care provisions require that an owner provide sufficient and wholesome food, proper shelter and protection from the weather at all times, veterinary care when needed to prevent suffering, sufficient exercise space, and humane care and treatment, including clean, sanitary and safe conditions for living. The Animal Control Division would thereby be responsible for validating any complaints regarding the humane care of animals, including horses. This section would apply to all properties within unincorporated Leon County, excluding properties located in zoning districts allowing agriculture/livestock or properties that have a bona fide farm operation on land classified as agricultural under Florida Statutes.

Meetings were held with members of the community who represent interests of the horse community to review the Urban Equine section of the Ordinance in order to obtain their feedback. Representative members were supportive of the provisions that limit the keeping of horses to parcels of one acre in size or greater. This provision essentially creates a horse density that allows one horse for the first acre of land and one additional horse for each additional one-half (½) acre. Members expressed their support of these provisions and thought the one-acre requirement was feasible, as at least one-quarter (¼) to one-half (½) acre of land is developed with a single-family residence and the remaining land would be needed to support proper recreation and grazing needs for the horse. Each additional one-half (½) acre would then support an additional horse.

### ***Interactive GIS Map***

An interactive story map is currently being developed that would outline general provisions of home gardens, community gardens and urban farms and allow residents to search by property to

Title: Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Amending the Land Development Code of the Leon County Code of Laws to Allow Urban Agriculture and Urban Equine as Permitted Uses, for February 11, 2020, and April 14, 2020, at 6:00 p.m.

December 10, 2019

Page 8

---

determine what kind of urban agriculture would be allowed and detail the allowances for any urban agriculture animals (e.g., chickens, ducks, roosters, horses, etc.) The story map is anticipated to be complete and active on the County's website in advance of the Planning Commission meeting which is anticipated to be scheduled for March 3, 2020.

### ***Proposed Fee Schedule***

One of the top concerns of the Urban Agriculture Focus Group was the cost associated with permitting an urban farm, which would include land use and environmental reviews, as well as the potential connection to central water and sewer dependent on the type and scale of operation proposed. The Office of Sustainability is also researching ways that they may be able to provide small start-up grants to help cover permitting costs to support urban agriculture activities in the County.

As a result, a separate fee Resolution will be presented to the Board at the second Public Hearing to establish reduced application review fees for urban farms and community gardens that require permitting. A standard fee will be set that would cover the following permitting reviews: eligibility determination, site plan review, environmental permitting and concurrency, if applicable. Permitting would not be required to establish a home garden or a community garden less than one-half acre in size.

### ***Urban Agriculture Focus Group***

The Focus Group met on several occasions throughout the last few years to discuss drafts of the Ordinance. Site visits were also made to existing community gardens and urban farms within the City to best determine needs, resources and obstacles to the development of an urban farm. Early drafts of the Ordinance permitted urban farms to be located in any zoning district inside the USA, provided specific provisions were met. Urban farms proposed in a residential district were only permitted as a special exception use, which would require Board approval due to the potential for conflicts with commercial operations located within a residential district. Discussions with the Focus Group detailed current code complaints received from citizens regarding the keeping of agricultural animals including chickens, goats and horses in residential areas, as well as the operation of commercial home-based businesses outside of the principal structure. These are the most common forms of zoning complaints received from citizens that the County has to navigate and validate on a daily basis. The intent of allowing urban farms on residentially zoned properties only through a special exception process was to allow citizens to be notified of a proposed urban farm and be able to provide comments and concerns at a publicly-noticed meeting. The Focus Group, while supportive of allowing urban farms in residential areas, felt the special exception process would put an undue burden on small farm operations, in both time and finances. The group hopes to have future discussions with the County regarding start-up grants, and exemptions for urban farms, much like a homestead exemption or agricultural classification.

### ***DSEM Advisory Committee on Quality Growth Comments:***

The proposed Ordinance was presented to the DSEM Advisory Committee of Quality Growth for review and recommendations at their March 19, 2018 meeting. The draft Ordinance included the

Title: Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Amending the Land Development Code of the Leon County Code of Laws to Allow Urban Agriculture and Urban Equine as Permitted Uses, for February 11, 2020, and April 14, 2020, at 6:00 p.m.

December 10, 2019

Page 9

---

allowance of urban farms in residential areas. The Committee voiced their recommendations and requested clarification of the following:

- Are community gardens able to sell produce? *Not unless the zoning of the property allows for retail sales.*
- Can Homeowners Associations (HOA) reject the garden proposal? *Yes, but private covenants/restrictions are not enforceable by the County.*
- Why is this Ordinance including residential areas if the activities are commercial in nature? *The Ordinance would provide convenient access to locally grown produce. The sale of produce grown on-site would be mitigated through the special exception process outlined in the LDC and requires approval by the Board.*
- If the Ordinance continues to include residential areas, a minimum size requirement should be included. *Staff noted that initially urban farms will only be allowed on non-residentially zoned property inside the USA but would reevaluate in a few years to consider whether they could be allowed in residential areas by special exception.*
- Would an agricultural classification on your property have an impact on this Ordinance? *Yes, it would exempt a property owner from the proposed Ordinance and allow sales and other potential nuisances that the proposed Ordinance would either prohibit or mitigate.*

The Committee expressed caution in allowing commercial sales on residential properties. In addition, the Committee noted that the exemptions that an agricultural classification would provide a property owner would allow potential nuisances and nonresidential activities in residential areas that would not be regulated by local development laws. The Committee had considerable concerns that commercial sales in residential areas would have a negative impact on residential life and recommended that urban farms should not be allowed in residential zoning districts at this time. The committee recommended that the County initially only allow urban farms inside the USA in zoning districts that allow for non-residential uses. The County could reevaluate demand in a few years and consider a pilot program whereby urban farms could be permitted by special exception in residential zoning districts. The Committee's recommendations resulted in the proposed Ordinance being revised to remove residential areas inside the USA from allowing urban farming activities.

### ***Comprehensive Plan Consistency Determination***

The Tallahassee-Leon County Planning Department conducted a review of the proposed Ordinance and determined that it is consistent with the Tallahassee-Leon County Comprehensive Plan (Attachment #3).

Title: Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Amending the Land Development Code of the Leon County Code of Laws to Allow Urban Agriculture and Urban Equine as Permitted Uses, for February 11, 2020, and April 14, 2020, at 6:00 p.m.

December 10, 2019

Page 10

---

### ***Summary***

The proposed Ordinance establishes a clear path for allowing urban agricultural practices in the County within areas that would not normally be allowed to establish such uses. In summary, the Ordinance proposes the following:

- Establishes three different tiers of agricultural uses within the County: home gardens, community gardens and urban farms. These agricultural uses are in addition to traditional farming and agricultural activities that are already allowed by right in certain zoning districts outside the urban services area.
- Home gardens, while already permissible in Leon County in association with any residential use, will now allow for the keeping of 10 hens or ducks within secured enclosures. Produce can be personally consumed or sold off-site at farmer's markets or through CSAs.
- Community gardens, while already permissible in Leon County in all zoning districts, will now be allowed without review from the County if less than a ½ acre and not on County owned land. Additionally, a community garden will allow for the keeping of 20 hens or ducks and one rooster. Lastly, beekeeping will be permitted provided the operation meets the regulations set forth in the Florida Administrative Code. Produce can be personally consumed or sold off-site at farmer's markets or through CSAs.
- Urban farms, a new tier of farming activity in Leon County, will be allowed in any zoning district inside the USA, except residential districts, and may be up to 3 acres in size. Up to two roosters and an unlimited number of hens and ducks will be allowed when kept in compliance with humane care standards and in accordance with public nuisance prohibitions established under the County's Animal Control Division. Beekeeping and aquaponics operations will also be allowed on urban farms consistent with state best management practices. On-site sales will also be allowed on urban farms when approved through the County's site and development plan process to ensure compatibility with adjacent uses.
- Lastly, a new section entitled Urban Equine is established which sets forth reasonable property size allocations to allow for horses as pets in association with any residential use. It was determined through analysis and consultation with stakeholders that one horse can be sustained along with a single-family residence on one acre of land and an additional horse could be supported on each subsequent one-half (½) acre of land.

Title: Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Amending the Land Development Code of the Leon County Code of Laws to Allow Urban Agriculture and Urban Equine as Permitted Uses, for February 11, 2020, and April 14, 2020, at 6:00 p.m.

December 10, 2019

Page 11

---

**Options:**

1. Schedule two Public Hearings to consider adoption of an Ordinance amending the Land Development Code of the Code of Laws of Leon County to allow urban agriculture and urban equine as permitted uses (Attachment #1), for February 11, 2020, and April 14, 2020, at 6:00 p.m.
2. Do not schedule two Public Hearings to consider adoption of an Ordinance (Attachment #1) amending the Land Development Code of the Code of Laws of Leon County to allow urban agriculture and urban equine as permitted uses, for February 11, 2020, and April 14, 2020, at 6:00 p.m.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Proposed Ordinance
2. Analysis of horse and chicken allowances
3. Planning consistency memo

ORDINANCE NO. 2018- \_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY; AMENDING SECTION 10-1.101, DEFINITIONS; REPEALING SECTION 10-6.816, COMMUNITY GARDENS; CREATING A NEW SECTION 10-6.816 TO BE ENTITLED URBAN AGRICULTURE; CREATING A NEW SECTION 10-6.820 TO BE ENTITLED URBAN EQUINE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

**Section 1.** Section 10-1.101 of Chapter 10 of the Code of Laws of Leon County, Florida, entitled "Definitions," is hereby amended to read as follows:

**Sec. 10-1.101. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

\* \* \*

Chicken shall mean a type of domesticated fowl of the species *Gallus domesticus*. The term chicken shall not include a duck, goose, turkey, peafowl, guinea fowl, or other poultry or fowl.

\* \* \*

Community garden: See "urban agriculture." ~~shall mean any portion of a lot or parcel managed and maintained by a group of people to grow and harvest food crops and/or non-food ornamental crops for personal or group use, consumption or donation. Community gardens do not include portions of lots or parcels utilized to grow food crops and/or non-food ornamental crops for the purpose of commercial wholesaling.~~

\* \* \*



1        Coop shall mean a covered house, structure, or room that will provide chickens with  
2 shelter from weather and with a roosting area protected from predators. A coop typically  
3 includes an outside exercise area to allow chickens access to foraging and sunlight.  
4

5                                \* \* \*

6        Duck shall mean a domesticated web-footed swimming bird.  
7

8                                \*\*\*

9  
10       Hen shall mean a female chicken of any age, including a chick.  
11

12                                \* \* \*

13  
14       Home garden: See “urban agriculture.”  
15

16                                \* \* \*

17  
18       Horse shall mean all animals of the equine family, including but not limited to ponies,  
19 donkeys, and mules.  
20

21                                \* \* \*

22  
23       Livestock shall mean all animals of the equine, bovine, camelidae, bovidae, phasianidae  
24 or swine family, including but not limited to goats, sheep, mules, horses, hogs, cattle, ostriches,  
25 poultry, and other grazing animals. This term does not include pets.  
26

27                                \* \* \*

28  
29       Pet shall mean a domestic animal normally considered as a household pet and which can  
30 be maintained and cared for within the living space of a residence and is not kept primarily for  
31 economic gain. Such animals may include dogs, cats, ferrets, potbellied pigs (Vietnamese or  
32 Asian), rabbits, small rodents, small reptiles, fish, small birds, and other similar animals. This  
33 term does not include livestock.  
34

35                                \* \* \*

36  
37       Rooster shall mean a male chicken of any age and generally characterized by an ability to  
38 crow.  
39

40                                \* \* \*

41  
42       Service animal shall have the same meaning as ascribed to it in section 413.08, F.S.  
43

44                                \* \* \*

Urban agriculture is a broad category term that describes a number of agricultural activities that can help communities increase their food security by producing their own healthy food. Urban agriculture activities include home gardens, community gardens and urban farms and may also include aquaponics, hydroponics and the keeping of urban agriculture animals.

a. Home garden shall mean the property of a single-family, two-family or multifamily residence used for the cultivation of fruits, vegetables, plants, flowers or herbs and/or the keeping of urban agriculture animals, as permitted, by the residents and for the residents of the property as an accessory use and for personal enjoyment and consumption.

b. Community garden shall mean any portion of a lot or parcel managed and maintained by a group of people for the cultivation of fruits, vegetables, plants, flowers or herbs and/or the keeping of urban agriculture animals, as permitted, for personal or group use, consumption, donation or off-site sales. Community gardens may also be established on county-owned property provided a community garden application has been approved in coordination with the county.

c. Urban farm shall mean a more intensively farmed property inside the urban service area operated by an individual, organization, or business with the purpose of cultivating and selling fruits, vegetables, plants, flowers or herbs and/or the keeping of urban agriculture animals.

Urban agriculture animal shall mean hens, roosters, ducks, bees, or aquatic animals when used solely for an aquaponics operation.

Urban farm: See “urban agriculture.”

\* \* \*

**Section 2.** Section 10-6.816 of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Community gardens,” is hereby repealed in its entirety.

**Section 3.** Section 10-6.816 of Chapter 10 of the Code of Laws of Leon County, Florida, entitled “Urban agriculture” is hereby created to read as follows:

**Sec. 10-6.816. Urban agriculture.**

(1) Purpose and intent. To promote agricultural activities that can help communities increase their food security by producing their own healthy food. Urban agriculture activities include home gardens, community gardens and urban farms and may also include aquaponics, hydroponics and the keeping of urban agriculture animals, while also limiting adverse environmental impact and land use incompatibilities.

1       (2) Applicability. This section shall not apply to properties in zoning districts which  
2       allow agriculture uses as a principal use, or properties that have a bona-fide farm operation on  
3       land classified as agricultural land pursuant to section 193.461, F.S.

4  
5       (3) General provisions.

6  
7       a. Generally.

- 8  
9           1. The owner of any urban agriculture animal must comply with the public  
10          nuisance prohibitions provided in section 4-36, Leon County Code of Laws.  
11  
12          2. The owner of any urban agriculture animal must comply with the humane care  
13          standards provided in section 4-37, Leon County Code of Laws.  
14  
15          3. Hens, roosters, and ducks, where allowed, shall be contained within a pen or  
16          coop. The pen or coop shall be located in the rear yard if located on properties  
17          zoned for and/or used for residential purposes. Specific setback requirements  
18          are further outlined in this section.  
19

20       b. Prohibitions. The following are prohibited within home gardens, community  
21       gardens, and urban farms:

- 22  
23           1. The slaughtering of urban agriculture animals;  
24  
25           2. Allowing the property to contain rodents, offensive odors, excessive noise, or  
26           any other condition, which could cause a nuisance.  
27  
28           3. On-premise sales of urban agriculture animals or their byproducts, except as  
29           expressly permitted in this section;  
30  
31           4. The keeping of roosters or any other crowing chickens, except as expressly  
32           permitted in this section; and  
33  
34           5. Allowing hens, roosters, or ducks to run at large upon the streets, alleys, or  
35           other public places or upon the property of another person.  
36

37       c. Environmental compliance. The property owner, or any person or group  
38       managing a home garden, community garden, or urban farm, shall ensure that the  
39       farm operation complies with applicable environmental management standards set  
40       out in article IV of this chapter. Application of fertilizer, pesticide, insecticide,  
41       herbicide and/or agricultural-use chemicals shall be consistent with label  
42       instructions and article XIV of this chapter.

43  
44       d. Noise limitations. The use of hand tools, and domestic gardening tools and  
45       equipment is encouraged; the use of power equipment is also allowed, however,

1        such use shall be in compliance with the noise control ordinance, chapter 12,  
2        article II, Leon County Code of Laws.

3  
4        e.        *Waivers.* Setbacks, buffering and fencing standards may be waived for a  
5        community garden or urban farm if the adjacent properties are used for farming  
6        activities or agriculture and will not be inordinately impacted by the community  
7        garden or urban farm.

8  
9        f.        *State and federal regulations.* State and federal regulations regarding licensing,  
10       permitting, best management practices, sales, and food safety apply.

11  
12       g.        *Legal nonconformity status.* Any community garden or urban farm existing on the  
13       effective date of this section, and which no longer conforms to one or more of the  
14       development standards of this section may be continued in a legal nonconformity  
15       status. However, the continuation of such legal nonconformity status shall be  
16       subject to the regulations set forth in article VI, division 3 of this chapter  
17       pertaining to the continuation and elimination of preexisting uses.

18  
19       (4)       *Home gardens.* Home gardens are allowed by right as an accessory use to any  
20       lawfully established principal residential use. Accessory structures require permitting and are  
21       governed by section 10-6.802.

22  
23       h.        *Hens or ducks.* The keeping or raising of hens or ducks within home gardens is  
24       permitted, subject to the following standards:

25  
26       1.        No more than 10 hens or ducks may be permitted per single-family, two-  
27       family or multifamily residence;

28  
29       2.        Hens and ducks shall be kept or raised for personal use only and byproducts  
30       (eggs) for personal consumption only; and

31  
32       3.        Roosters are prohibited.

33  
34       (5)       *Community gardens.* Community gardens shall be a permitted use in all zoning  
35       districts. Community gardens on county-owned property must first submit an application to the  
36       county. All community gardens shall comply with the following specific standards:

37  
38       a.        *Size limitation.* Community gardens one-half acre or less in size shall not require  
39       approval by the county unless the community garden is on county-owned land and  
40       goes through the county community garden application process. A community  
41       garden greater than one-half acre must obtain approval from the county. The size  
42       of the community garden may be limited based on environmental constraints and  
43       avoidance of adverse impacts to any other established use of the property or  
44       adjacent properties.

45  
46       b.        *Permit review requirements:*

1  
2 1. Permitted use verification. A permitted use verification certificate shall be  
3 applied for and found eligible or conditional for the establishment of a  
4 community garden greater than one-half acre in size.

5  
6 2. Environmental permits. Environmental permitting may be required due to the  
7 existence of environmentally sensitive areas on the property or off-site  
8 environmental impacts, and shall be determined through the permitted use  
9 verification process.

10  
11 c. Urban agriculture animals. The keeping or raising of urban agriculture animals  
12 is permitted subject to the following standards:

13  
14 1. Hens, ducks and roosters. No more than 20 hens or ducks and 1 rooster may  
15 be kept on a community garden. Pens and coops shall be setback at least 50  
16 feet from the nearest adjacent principal dwelling.

17  
18 2. Bees. Colonies of honey bees may be kept on a community garden consistent  
19 with the regulations set forth in the Florida Administrative Code and the  
20 Florida Department of Agriculture and Consumer Services guidelines and best  
21 management practices for beekeeping on non-agricultural lands, which  
22 includes requirements such as but not limited to: setbacks, fencing, water  
23 sources, and limitations on colony size allowances based on the size of the  
24 property. All beekeepers with honey bee colonies must register with the state.

25  
26 d. Sale of produce and byproducts. The fruits, vegetables, plants, flowers, or herbs  
27 grown in a community garden, or the byproducts of urban agriculture animals,  
28 shall not be sold wholesale nor otherwise offered for sale on such community  
29 garden premises; however, this does not exclude community gardens from off-site  
30 sales at farmer's markets, community sponsored agriculture (CSA) or the like.

31  
32 e. Hours of operation. No gardening activities may occur before sunrise or after  
33 sunset.

34  
35 f. Maintenance responsibilities. The owner of the property(-ies) on which the  
36 community garden is located shall ultimately be responsible for maintaining the  
37 property in compliance with the Leon County Code.

38  
39 (6) Urban farms. Urban farms may be allowed in any zoning district inside the urban  
40 service area, except those defined as residential districts in section 10-101. Urban farms are  
41 subject to the following standards:

42  
43 a. Size limitation. Urban farms shall be no greater than 3 acres in size; however,  
44 concurrency, environmental constraints, or mitigation of off-site impacts may limit  
45 the maximum size allowed.  
46

1        b. Permit review requirements:  
2

- 3            1. Permitted use verification. A permitted use verification certificate shall be  
4            applied for and found eligible or conditional for the establishment of an urban  
5            farm.  
6  
7            2. Site plan review. An urban farm shall be reviewed in accordance with the site  
8            and development plan review thresholds established in section 10-7.402.  
9  
10          3. Environmental permits. The area of an urban farm may be limited due to the  
11          existence of environmentally sensitive areas on the property and  
12          environmental permitting may be required and shall be determined through  
13          the permitted use verification process.  
14

15        c. Submittal requirements. In addition to those requirements found in article VII,  
16        division 4 of this chapter, each site plan application shall include an urban farm plan  
17        that addresses the following:  
18

- 19            1. An inventory of animals that will be raised or kept on-site as part of the farm  
20            operation;  
21  
22            2. A lighting plan that shows the location, type, height and intensity of lighting  
23            on-site;  
24  
25            3. The hours of operation for the farm and any proposed hours for on-site sales  
26            and deliveries;  
27  
28            4. The on-site water source for the urban farm and the location, size and  
29            operating method of any proposed rain-capture systems;  
30  
31            5. A description of the type, size, and building materials of structures to be built  
32            or located on-site;  
33  
34            6. A description of any events and/or educational components directly related to  
35            the urban farm, which are being proposed on-site and how parking will be  
36            accommodated. Temporary uses and events are regulated by section 10-6.804;  
37  
38            7. A parking plan that shows adequate parking to accommodate farmers,  
39            customers, and/or visitors;  
40  
41            8. Disclosure of the intent to produce, spread, or sell compost materials, the  
42            location of these materials on the site, and the anticipated frequency of  
43            application; and  
44  
45            9. A management plan for maintenance responsibilities including who shall  
46            ultimately be responsible for maintaining and managing the property utilized

1           for the urban farm. This plan shall address the maintenance of all crops, urban  
2           agriculture animals, and supporting infrastructure to ensure that it does not  
3           become: overgrown with weeds; infested by invasive exotic plants or vermin;  
4           or, a source of erosion or stormwater runoff; or pollution by fertilizer or  
5           pesticide, insecticide, herbicide, or other agricultural-use chemicals.  
6

7           d. *Urban agriculture animals.* The keeping or raising of urban agriculture animals is  
8           permitted subject to the following standards:  
9

10           1. *Hens, ducks and roosters.* Hens and ducks may be kept on an urban farm and  
11           are not limited in number. No more than 2 roosters may be kept on an urban  
12           farm. Pens and coops are required and shall be set back at least 50 feet from  
13           the nearest adjacent principal dwelling.  
14

15           2. *Bees.* Colonies of honey bees may be kept on an urban farm consistent with  
16           the regulations set forth in the Florida Administrative Code and the Florida  
17           Department of Agriculture and Consumer Services guidelines and best  
18           management practices for beekeeping on non-agricultural lands, which  
19           includes requirements such as but not limited to: setbacks, fencing, water  
20           sources, and limitations on colony size allowances based on the size of the  
21           property. All beekeepers with honey bee colonies must register with the state.  
22

23           3. *Aquatic animals for aquaponics.* Aquaponics operations must be operated  
24           completely within an enclosed structure (including equipment) and shall be  
25           setback at least 50 feet from the nearest adjacent principal dwelling.  
26           Aquaponics operations must adhere to regulations regarding licensing,  
27           permitting, best management practices, sales, and food safety as outlined by  
28           the Florida Department of Agriculture and Consumer Services and the Florida  
29           Fish and Wildlife Conservation Commission.  
30

31           e. *Accessory structures.* Accessory structures shall be allowed without a principal  
32           structure on a permitted urban farm. Electrical service may be provided to  
33           accommodate accessory structures, for providing security lighting, for the utilization  
34           of power tools, and for other purposes determined to be urban farm related. Raised  
35           beds or structures supporting bed cover are not considered structures that require a  
36           building permit and shall not be subject to the size limitation noted below. Accessory  
37           structures shall not be allowed for residential occupancy and/or habitation.  
38

39           1. *Size.* For urban farms adjacent to a residential district or property used solely  
40           for residential purposes, no single structure shall be larger than 200 gross  
41           square feet in size. All urban farms shall be limited to the maximum building  
42           and maximum impervious surface area restrictions of the zoning district in  
43           which it is located.  
44

45           2. *Height.* Accessory structures shall not exceed 1 story (or greater than 24 feet)  
46           in height, when adjacent to a residential district or property used solely for

residential purposes. All other urban farms shall comply with the height limitations of the zoning district in which they are located.

3. Setbacks.

- a. Modular buildings, or any structure used as an office or to accommodate guests, will be required to meet the principal structure setbacks for the zoning district in which it is located.
- b. Urban agriculture animal Pens and coops shall meet the setback requirements outlined in subsection (d), with no setback being less than 7 ½ feet.
- c. Other types of accessory structures shall be setback a minimum of 7½ feet from the property line but no less than any required buffer.
- d. Sites that cannot feasibly meet the required setbacks due to environmental features or site layout constraints may request a deviation from development standards, provided the criteria outlined in section 10-1.106 is met or a waiver is obtained as provided in subsection (4).

f. Buffers and fencing. Type ‘A’ 10 foot landscape buffer with a 6 foot wooden, opaque fence is required when adjacent to a residential district or property used solely for residential purposes, unless a waiver is granted as provided in subsection (4). Plantings shall be placed on the side of the residential development. Existing (non-invasive) vegetation may be used to satisfy this requirement. The use of fruit trees and/or bushes to serve as the required buffer may be permissible and shall be reviewed and approved as part of the site plan review process.

g. Lighting. Any proposed lighting shall adhere to dark-sky friendly principles, be no greater than 15 feet in height from grade, and shall be situated on-site to minimize light spill from the property line.

h. Parking. Due to the uniqueness of each urban farm, and the potential to have a large variability in parking demand, it is impossible to specify a single parking requirement. Each site plan application shall submit a parking study that provides justification for the requirement proposed. The parking standards committee will review this study along with any traffic engineering and planning data that are appropriate to the establishment of a parking requirement for the use proposed. On-street parking may be used to meet parking requirements so long as it does not obstruct streets, rights-of-way, driveways or easements. Shared parking agreements with neighboring properties may be used to satisfy parking requirements.

i. Water Source. If a water source is needed outside of rain capture systems, an urban farm may be required to connect to central water if service is available within the current Water and Sewer Franchise Agreement area and the utility service provider has determined that a connection is feasible.



- 1       j. Restrooms. A minimum of one restroom will be required for each urban farm  
2       location. Onsite sewage disposal shall comply with the provisions of Chapters  
3       381.0065, Florida Statutes and 64E-6, Florida Administrative Code. If a portable  
4       restroom facility is approved for the site, it shall be screened on at least three sides  
5       from public view by fencing, structures, or plantings of sufficient height.  
6  
7       k. Sale of produce and byproducts. An urban farm may have on-site sales only when  
8       approved through the site plan review process. Food products, value-added products,  
9       or the sale of items not grown or harvested on-site shall be prohibited. On-site sales  
10      and deliveries shall only occur during the hours of 7 a.m. and 7 p.m.  
11  
12      l. Maintenance responsibilities. The owner of the property(-ies) on which the urban  
13      farm is located shall ultimately be responsible for maintaining the property in  
14      compliance with the Leon County Code.  
15

16      **Section 4.** Section 10-6.820 of Chapter 10 of the Code of Laws of Leon County, Florida,  
17      entitled “Urban equine,” is hereby created to read as follows:  
18

19      **Sec. 10-6.820. Urban equine.**  
20

21      (1) Purpose and intent. To allow individuals to keep horses on residential property  
22      while limiting adverse environmental impact and land use incompatibilities.  
23

24      (2) Applicability. This section shall not apply to properties in zoning districts which  
25      allow agriculture uses as a principal use or properties that have a bona-fide farm operation on  
26      land classified as agricultural land pursuant to section 193.461, F.S. Further, this section shall not  
27      be construed to limit the use of service animals.  
28

29      (3) General provisions. Horses may be kept on residential property as an accessory  
30      use subject to the following restrictions:  
31

- 32      a. No horses may be kept on residential property less than one acre in size. One horse is  
33      permitted on residential properties one acre or greater in size. One additional horse is  
34      permitted for each one-half acre greater than one acre. Foals up to one year old do not  
35      count towards this limit.  
36  
37      b. All horses must be occupant-owned. Commercial stables and riding academies are  
38      prohibited except in zoning districts which allow agriculture uses as a principal use.  
39  
40      c. Horses shall not have access to any wetland areas on the parcel.  
41  
42      d. The owner must comply with the humane care standards provided in section 4-37,  
43      Leon County Code of Laws.  
44  
45      e. The owner must comply with the public nuisance prohibitions provided in section 4-  
46      36, Leon County Code of Laws.

**Section 5. Conflicts.** All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict, as of the effective date of this Ordinance, except to the extent of any conflicts with the Tallahassee-Leon County Comprehensive Plan, as amended, which provisions shall prevail over any parts of this Ordinance which are inconsistent, either in whole or in part, with the Comprehensive Plan.

**Section 6. Severability.** If any section, subsection, sentence, clause, phrase or portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

**Section 7. Effective date.** This ordinance shall be effective upon becoming law.

DULY PASSED AND ADOPTED BY the Board of County Commissioners of Leon County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

LEON COUNTY, FLORIDA

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

Brian Desloge, Chairman  
Board of County Commissioners

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

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

APPROVED AS TO FORM:  
LEON COUNTY ATTORNEY'S OFFICE

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

A18-0324

### Analysis of Horse / Chicken Allowances

County / City	Code Section	Horses	Chickens	Notes
City of Tallahassee	4-5	Horses permitted on 5 or more acres	Fowl permitted on 5 or more acres; Hens and one rooster are allowed on less than 5 acres, so long as confined in a securely enclosed yard or pen at all times and kept no closer than 20 feet to neighboring dwellings	
Alachua County	404.13	1 horse per acre in certain districts (single family estate residential and single family low density)	6 laying hens as accessory to any single family residence regardless of zoning (on parcels less than 5 acres)  40 chickens per acre in certain districts (single family estate residential and single family low density) (1 acre minimum)	
Escambia County	3-2.7, 3-2.8, 3-2.9, 3-2.3; 4-7.3	Minimum lot area of 2 acres and maximum of 1 horse per acre in certain districts (medium density residential, high density residential, high density mixed-use, rural residential)	Up to 8 chickens per ¼ acre in single-family residential dwellings	
Marion County	4.2.6	No more than 4 per acre in rural residential and residential estate districts	No more than 6 chickens in residential zoning classifications	
City of Neptune Beach	Ch. 6, Art. V		Up to 5 hens in residential zoning districts, 5000 sq. ft. min. lot size	Backyard Hen Pilot Program, calls for evaluation and report after 1 yr. and sunseting on Jan. 5, 2019
Orange County	38-79(36) & 38-79(41)	One per acre for grazing, no more than 4 if kept in barns (country estate, rural residential, and rural country estate residential districts)	No more than 12 chickens in country estate, rural residential, and rural country estate residential districts	
Tampa	27-282.27 27-282.28	1 acre per horse	1 chicken per 1000 square feet of land; 5 fowl per 5000 square feet of land	
Brevard County	62-1935 62-1927	5 acres minimum; one per 20,000 sq. ft. of land area, max. of 6 in suburban estate residential district	4 chickens per ½ acre in residential zones; fowl is permitted on 2-1/2 acre lots in certain districts (rural residential, etc.)	
Miami-Dade County	33-226; 33-230	2 allowed in single-family one acre estate district (larger estates may have more)	Allowed in single-family one acre and 2-1/2 acre estate districts (not to exceed 25)	Not allowed in single family residential districts (§ 33-200)

County / City	Code Section	Horses	Chickens	Notes
City of South Miami	5-3.1 5-2.2	1 horse per acre in estate residential district	4 adult hens plus 5 chicks allowed in single-family zoning districts	
Jacksonville	656.401 656.422	Allowed if minimum lot area is not less than 1-1/2 acres	Allowed in conjunction with single family dwellings; 5 chickens allowed per residential lot; if lot is larger than one acre, more chickens are allowed	
Seminole County	30.163 Ch. 20, Part 4	Allowed in country homes district	Up to 4 chickens per occupied single-family residential lot	Backyard Chicken Pilot Program (adopted 6/12/2018)
Osceola County	4-30	1 horse allowed for every one contiguous acre in non-agriculturally zoned districts	No more than 6 chickens per single family home (non-agriculturally zoned districts)	
Manatee County	2-4-28		4 chickens maximum on residential property	
Lee County	34-1292 34-1294	Allowed in certain residential districts (RS-4 with lot area of 40,000 sq. ft. and RS-5 with minimum lot area of 2 acres)	Allowed in RS-4 & RS-5 districts	

A18-0324



# MEMORANDUM

**TO:** Shawna Martin, Principal Planner, Leon County Development Support and Environmental Management Department

**FROM:** Russell Snyder, Tallahassee-Leon County Planning Department

**DATE:** November 22, 2019

**SUBJECT:** Comprehensive Plan Consistency Review – Urban Agriculture Ordinance

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## **Summary of Proposed Ordinance**

At its October 14, 2014 regular meeting, the Leon County Board of County Commissioners was provided a status report on “Barriers and Opportunities for Small-Scale Farms in Leon County.” At the same meeting, staff was directed by the Board to develop draft ordinances to eliminate barriers to operation of agriculture enterprises and coordinate stakeholder engagement to elicit feedback and ensure community support. Staff from the Leon County Department of Development Support and Environmental Management, Planning Department, Office of Sustainability, community stakeholders and citizen advisory groups contributed to the development of the ordinance. The proposed ordinance amends the following sections of Chapter 10 in the Leon County Land Development Code (LDC):

- Amending Section 10-1.101, Definitions
- Repealing Section 10-6.816, Community Gardens
- Creating Section 10-6.816 to be entitled Urban Agriculture
- Creating Section 10-6.820 to be entitled Urban Equine

## **Consistency Determination**

Planning Department staff has reviewed the proposed changes in relation to the Tallahassee-Leon County Comprehensive Plan goals, objectives, and policies and finds that the proposed ordinance supports and furthers Goal 1 of the Economic Development Element [ED]. Urban agriculture, in its various forms, benefits communities in many ways, including promoting good health, environmental sustainability, and economic development. Specifically, Goal 1 [ED] establishes that, through coordination and cooperation between private sector businesses, nonprofit organizations, higher educational institutions, local government, and the State of Florida, the economic development efforts of the City of Tallahassee and Leon County will increase entrepreneurialism, advance local businesses and grow targeted industry sectors, and attract innovative individuals and companies to the Capital region. The proposed ordinance is consistent

with Objective 1.1 [ED] which charges local government to increase new business formations using existing and new resources, assets, and coordinated strategies.

While the land development codes do account for some urban agriculture uses in the form of farmer and vegetable markets, garden nurseries, and fisheries, currently development and zoning standards do not exist for commercial urban farms and several other urban agriculture land uses. The lack of regulations has resulted in uncertainty concerning how urban agriculture operations should function. Urban agriculture has the potential to create jobs and skills training, expand farmers markets and promote food savings costs. The proposed ordinance supports Goal 1 [ED] and Objective 1.1 [ED] by alleviating barriers to the operation of urban agriculture enterprises by providing a regulatory framework and facilitating a more diversified and sustainable economy.

According to Sect.10-2.323(5) of the Leon County Land Development Code, the Planning Commission is responsible for the “Review of proposed development codes and regulations and amendments and make recommendations to the governing bodies as to the consistency of the proposals with the adopted Comprehensive Plan.”

If you have any questions about the review, please contact Planning Department staff at 850-891-6400.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #12**

# Leon County Board of County Commissioners

## Agenda Item #12

December 10, 2019

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

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

**Title:** Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Creating a New Section 10-6.657 of the Land Development Code, Entitled "Mining Zoning District," for February 11 and March 10, 2020 at 6:00 p.m.

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support and Environmental Management
<b>Lead Staff/ Project Team:</b>	Ryan Culpepper, Director, Development Services Scott Brockmeier, Development Services Administrator Barry Wilcox, Chief Development Resources Officer

### **Statement of Issue:**

This item requests Board approval to schedule two Public Hearings to consider an Ordinance which implements the provisions of the Industry and Mining Future Land Use Category of the Comprehensive Plan by establishing a Mining zoning district. The County currently does not have an existing zoning district dedicated to implementing the mining provisions of the referenced Future Land Use Category. The new zoning district will provide certainty on the allowed land use, development standards, permitting requirements and reclamation standards for mining uses within the Urban Service Area (USA).

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Schedule two Public Hearings to consider adoption of an Ordinance creating a new Section 10-6.657 of the Land Development Code, entitled "Mining District" (Attachment #1), for February 11 and March 10, 2020 at 6:00 p.m.



Title: Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Creating a New Section 10-6.657 of the Land Development Code, Entitled "Mining Zoning District," for February 11 and March 10, 2020 at 6:00 p.m.

December 10, 2019

Page 2

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## **Report and Discussion**

### **Background:**

At the October 15, 2019 meeting, the Board authorized the development of a Mining Zoning District Ordinance. This item requests Board approval to schedule two Public Hearings for February 11 and March 10, 2020 at 6:00 p.m., to consider the adoption of an Ordinance which implements the provisions of the Industry and Mining Future Land Use Category of the Comprehensive Plan by establishing a new Mining zoning district. A future land use category provides a general outline of intended land uses and provisions for development within the specified future land use category. The County's Land Development Code (LDC) implements the future land use category through the zoning district by providing more specificity in the allowable land use types, along with the associated development standards for those types of uses.

The County currently does not have a mining zoning district. Mining activities are currently permitted and implemented through other existing, industrial zoning districts. However, these industrial zoning districts provide typical development standards for a broader array of permitted uses and do not provide specific development standards for mining activities. In addition, these industrial districts also allow for more intense uses, many of which have impacts that extend beyond the subject site. The new zoning district will limit the allowed uses to mining activities only and will provide certainty on the associated development standards, permitting requirements, and reclamation standards for mining uses within the Urban Service Area (USA).

On April 10, 2018, the Board adopted amendments to the Comprehensive Plan to include a new land use category, Industry and Mining (Policy 2.2.28, Land Use Element). The Industry and Mining Land Use Category addresses light industrial, mining, and heavy industrial uses, and sets guidelines for the development of implementing zoning districts (Attachment #2). Development Support and Environmental Management (DSEM) has encountered land use issues with regard to a number of existing, nonconforming mines permitted in the unincorporated area. The first step in addressing the issue was the consideration of revisions to the Land Use Element of the Comprehensive Plan. The Industry and Mining Future Land Use Category was adopted by the Board to provide the basic policy for industrial and mining uses in the County. The Industry and Mining land use category allows for the creation of a zoning district intended to address mining uses, both existing and proposed.

### **Analysis:**

Mining is an important part of the economy in Leon County and when located in the appropriate location, provides necessary jobs and the raw materials needed to support growth and development in the community. Mining uses are currently allowed inside the USA in the Light Industrial (M-1) and Heavy Industrial zoning districts as principal permitted uses. However, the Urban Fringe and Rural zoning districts are located outside the USA; therefore, mining is listed as a restricted use in those zoning districts.

Title: Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Creating a New Section 10-6.657 of the Land Development Code, Entitled "Mining Zoning District," for February 11 and March 10, 2020 at 6:00 p.m.

December 10, 2019

Page 3

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The establishment of a zoning district for mining activities within the USA will implement the mining provision of the Industry and Mining land use category. This will provide an opportunity for mine operations to be established where the raw materials are located, while ensuring the land use category and zoning district allow the use. The location of raw materials to be mined is determined by geological factors, not by geographical boundaries. Therefore, many existing mines are located inside the USA in districts that do not allow mining. As a result, these existing mines are considered nonconforming.

Nonconforming uses are extremely limited in expansion or redevelopment opportunities and the nonconforming provisions of the LDC do not provide guidelines on reclamation requirements for the termination of a mining activity. Many existing, nonconforming mines continue to operate primarily through environmental permits, but these permits are limited to the protection of natural features and do not address typical development standards, such as offsite impacts and locational criteria.

Historically, the only option to address these nonconforming uses was to rezone the property to Heavy Industrial or M-1; however, rezoning to Heavy Industrial or M-1 would allow for a much broader array of uses that may not be appropriate for the area. For example, many of these sites have become construction and demolition sites for materials sorting and processing and recycling. These other principal uses may, in fact, have more impact to adjoining properties than mining activity. Further, a mine site contains unstable soils which are typically unsuitable for redevelopment. A Mining zoning district will identify and allow for subsequent uses that are more suitable for a reclaimed site.

The proposed Mining zoning district would enable existing, nonconforming mines to be rezoned to a zoning district that allows mines or mining related activity. As a result, an existing mine could become conforming with regard to the use and the associated development standards. A Mining zoning district will provide guidelines to address offsite impacts and locational criteria. The district will also require the establishment of a reclamation plan demonstrating how the land will be returned to a condition that will allow an effective reuse compatible with surrounding properties. In addition, the Mining zoning district would have standards that would prevent or mitigate noise, vibrations, smoke, dust and particulate matter to avoid negative impacts on neighboring properties.

The proposed Ordinance was reviewed by the Advisory Committee on Quality Growth (ACQG) on October 21, 2019. The ACQG's comments focused on allowed uses within the proposed district and other zoning districts that could implement the Industry and Mining Future Land Use Category. It was noted that the Light Industrial (M-1) and Heavy Industrial (I) zoning districts can also implement the Industry and Mining Future Land Use Category.

The proposed Ordinance will require consistency review by the Planning Commission at a Public Hearing. Staff has tentatively scheduled the proposed Ordinance for the Planning Commission's Public Hearing on January 7, 2020 at 6:00 p.m. The outcome of the Planning Commission's Public Hearing will be included in the agenda item for the Board's Public Hearing on February 11, 2020.

Title: Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Creating a New Section 10-6.657 of the Land Development Code, Entitled "Mining Zoning District," for February 11 and March 10, 2020 at 6:00 p.m.

December 10, 2019

Page 4

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Staff is requesting the Board schedule two public hearings for February 11 and March 10, 2020 at 6:00 p.m., to consider the adoption of the proposed Ordinance (Attachment #1).

**Options:**

1. Schedule two Public Hearings to consider adoption of an Ordinance creating a new Section 10-6.657 of the Land Development Code, entitled "Mining District" (Attachment #1), for February 11 and March 10, 2020 at 6:00 p.m.
2. Do not schedule two Public Hearings to consider adoption of an Ordinance creating a new Section 10-6.657 of the Land Development Code, entitled "Mining District" (Attachment #1), for February 11 and March 10, 2020 at 6:00 p.m.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Proposed Mining District Ordinance
2. Industry and Mining Land Use Category, Policy 2.2.28, Land Use Element

**LEON COUNTY ORDINANCE NO. 2020-**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; CREATING A NEW SECTION 10-6.657 ENTITLED “MINING DISTRICT”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

WHEREAS, the Board of County Commissioners desires to establish a new zoning district to implement the Industry and Mining Future Land Use Category of the Comprehensive Plan;

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

**Section 1. Creating Section 10-6.657, Mining District.**

Section 10-6.657 of Article VI of Chapter 10, the Land Development Code, of the Code of Laws of Leon County, Florida, entitled “Mining District”, is hereby created to read as follows:

1 **Section 10-6.657 (M) Mining District**

1. District Intent		2. Allowable District Location
The Mining district is intended to be located in areas designated Industry and Mining on the Future Land Use Map. Mining uses shall be permitted subject to applicable landscaping and natural area requirements and the dimensional standards included in land development regulations. A land reclamation plan shall be submitted demonstrating that upon termination of the activity, the land shall be returned to a condition that will allow an effective reuse compatible with surrounding properties.		The Mining district is intended to be located in areas designated Industry and Mining on the Future Land Use Map
PERMITTED, ACCESSORY, AND PROHIBITED USES		
3. Principal Uses	4. Accessory Uses	5. Prohibited Uses
<ol style="list-style-type: none"> <li>1. Extraction of Nonmetallic Minerals</li> <li>2. Light Infrastructure</li> <li>3. Passive Recreation*</li> <li>4. Other uses, which in the opinion of the County Administrator or designee, are of a similar and compatible nature to those uses described in this district.</li> </ol>	<ol style="list-style-type: none"> <li>1. Administrative Offices that Support and are functionally related to onsite activities</li> </ol>	<ol style="list-style-type: none"> <li>1. Residential – any type</li> <li>2. Office, other than as accessory to permitted principal use</li> <li>3. Landfilling</li> <li>4. Permanent hazardous or toxic waste storage</li> <li>5. Deep well injection or waste products</li> <li>6. Biohazards, hazardous, or toxic waste incineration</li> <li>7. “Wholesale outlets” that sell to the general public are not permissible except for materials mined on site</li> <li>8. Recycling or processing of off-site materials (including Construction and demolition)</li> <li>9. Hydraulic fracturing, proppant fracturing, acid fracturing, matrix acidizing, or other similar activities.</li> <li>10. Extraction and bottling of mineral or spring water – Wholesale</li> </ol>

2

6. Development Standards			
Use	Maximum Intensity	Lot area (acres)	Maximum Building Height
Permitted Principal Uses	All structures associated with permitted principal uses shall be limited to no more than 10,000 sq. ft in total per site	10 acres minimum	3 stories
<b>7. Setbacks:</b> All Mining and Excavation activities and structures shall be set back 100 feet from all property lines. This setback standard may be reduced if less of a setback is approved in writing by the adjacent property owner prior to site plan approval or if the adjacent property is also used as a mine.			
<b>8. Fencing Requirements:</b> All mining uses are subject to fencing requirements as identified in the land development regulations. All areas proposed for use in open-pit mining operations and/or construction and demolition debris disposal must be secured by a fence, unless the area is determined by the County Administrator or designee to be a reclaimed open-pit mine. The fence must be at least four feet in height with openings that will reject the passage of a seven-inch diameter sphere. The fence must be equipped with a gate which shall remain locked when workers or employees of the land owner or mining company are not present at the site. At every gate or access point, at least one sign must be posted which states, in at least four-inch tall letters, "Danger," "Keep Out," "No Trespassing," or similar language indicate that there may be hazardous conditions on the premises.			
<b>9. Environmental Resource permitting:</b> Mining uses may be subject to an Environmental Resource Permit (ERP) pursuant to Chapter 373, F.S., and Rule 62-330, Florida Administrative Code (F.A.C.) and mandatory reclamation requirements pursuant to Chapter 378, F.S., and Rule 62C-39, F.A.C.			
<b>10. Buffers:</b> All mining uses shall be subject to a minimum of a Type-D Buffer as illustrated in section 10-7.522 of this chapter. This buffer requirement may be reduced if less of a buffer is approved in writing by the adjacent property owner prior to site plan approval or if the adjacent property is also used as a mine.			
<b>11. Roadway access:</b> A plan of vehicular access to and from the site demonstrating that heavy trucks and equipment will not travel on that portion of a local street with frontage containing residential land use, zoned for residential land use, or containing subdivision lots intended primarily for residential land use. For purposes of this requirement, local streets shall be those identified in the local government Comprehensive Plan and the Tallahassee-Leon County Long Range Transportation Plan			
<b>12. Land Reclamation:</b> A land reclamation plan shall be submitted demonstrating that upon termination of the activity the land shall be returned to a condition that will allow an effective reuse comparable to surrounding properties.			

1

2 \*Principal use to be implemented after the sand mine has closed and fulfilled reclamation conditions.

1 **Section 2. Conflicts.**

2  
3 All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby  
4 repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon  
5 County 2030 Comprehensive Plan as amended, which provisions shall prevail over any parts of this  
6 ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.  
7

8  
9 **Section 3. Severability.**

10  
11 If any word, phrase, clause, section, or portion of this Ordinance is declared by any court of  
12 competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and  
13 portions of this Ordinance shall remain in full force and effect.  
14

15  
16 **Section 4. Effective Date.**

17  
18 This ordinance shall have effect upon becoming law.  
19

20  
21 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,  
22 Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
23

24 LEON COUNTY, FLORIDA

25  
26  
27 By: \_\_\_\_\_  
28 Bryan Desloge, Chairman  
29 Board of County Commissioners  
30

31 ATTESTED BY:  
32 Gwendolyn Marshall, Clerk of Court  
33 & Comptroller, Leon County, Florida  
34

35  
36 By: \_\_\_\_\_  
37

38 APPROVED AS TO FORM:  
39 Leon County Attorney's Office  
40

41  
42 By: \_\_\_\_\_  
43 Herbert W. A. Thiele, Esq.  
44 County Attorney  
45

## I. Land Use

residential uses. These ancillary uses may not exceed 40% of the total gross square footage of a Research and Development project.

2. Innovation District – Innovation Districts may include up to 45,000 square feet of gross building floor area per acre. The mixture of uses shall emphasize the technological and collaborative nature of these districts by including in the buildable square footage up to 80% in Innovation District, Research and Development, or compatible Light Industrial uses, up to 40% residential uses, and up to 40% in other non-residential support uses. Design standards detailed in the land development code shall provide for the protection of adjacent non-research and innovation properties by arranging the residential uses and non-research and innovation uses as a buffer or transition to adjacent properties.

### SPECIAL CONDITIONS

The following special conditions shall apply to the Research and Innovation Future Land Use category:

1. Administrative offices that support and are functionally related to onsite activities are allowed in any of the implementing zoning districts for the Research and Innovation Land Use.
2. Site plans must demonstrate the protection of adjacent non-research and innovation properties through development standards outlined in the land development codes.
3. A plan for vehicular access to and from the site addressing delivery trucks and specialized equipment must be submitted with site plans and must demonstrate compatibility with adjacent land uses.

### ***Policy 2.2.28: [L]***

(EFF. 5/31/18)

## INDUSTRY AND MINING LAND USE

### INTENT

Advanced manufacturing, industrial uses, and mining are important parts of the economy in the City of Tallahassee and Leon County. Dramatic shifts in the technologies used by these sectors are resulting in operations that are often cleaner, quieter, and less noxious to neighboring uses than traditional industrial uses. Industry and mining uses in appropriate locations provide necessary jobs and the raw materials needed to support growth and development in the community.

Industry and mining uses intended for the distribution of manufactured goods should be encouraged in areas with access to the Tallahassee International Airport or the Florida Department of Transportation's (FDOT) Strategic Intermodal System (SIS) facilities. Because of the need for infrastructure and public services, the Industry and Mining Land Use shall only apply to areas located within the Urban Services Area.

Because industrial uses vary in their operations and potential for offsite impacts, performance and locational criteria shall be established in the City and County land development codes for the implementing zoning districts. Whenever possible, noise, vibrations, smoke, dust and particulate matter, odor, and lighting resulting from industry and mining uses shall be prevented. In cases where the impacts cannot be prevented, they shall be mitigated to avoid negative impacts on properties in the vicinity of these uses.

### ALLOWABLE LAND USES, DENSITIES, AND INTENSITIES

The Industry and Mining Land Use category accommodates a variety of uses that may have similar demands on public



## I. Land Use

infrastructure. Light industrial, mining, and heavy industrial uses are allowable in the Industry and Mining Land Use.

1. Light Industrial – Light Industrial uses shall be permitted at a maximum intensity of 30,000 square feet of gross building floor area per acre. Ancillary residential uses (intended for caretaking, maintenance, the temporary lodging of employees, or security) may not exceed two units per acre.
2. Mining – Mining uses shall be permitted subject to applicable landscaping and natural area requirements and the dimensional standards included in land development regulations. A land reclamation plan shall be submitted demonstrating that upon termination of the activity, the land shall be returned to a condition that will allow an effective reuse compatible with surrounding properties. All mining uses are subject to fencing requirements as identified in the land development regulations. Mining uses may be subject to an Environmental Resource Permit (ERP) pursuant to Chapter 373, F.S., and Rule 62-330, Florida Administrative Code (F.A.C.) and mandatory reclamation requirements pursuant to Chapter 378, F.S., and Rule 62C-39, F.A.C.
3. Heavy Industrial – Heavy Industrial uses shall be permitted at a maximum intensity of 30,000 square feet of gross building floor area per acre. All applicable development must comply with Title 14 Code of Federal Regulations Part 77.9 Construction or alteration requiring notice. Those industries that have the potential to result in any other pollution of the air or ground shall adhere to existing local, state and federal

operational or industry standards, and avoid or mitigate these potential impacts. These areas shall have stringent locational criteria and require extensive buffering and/or relative distance from other land uses. These uses may require employment of techniques to prevent substantial impacts off-site or require mitigation and/or minimization techniques for impacts. Ancillary commercial uses designed to serve adjacent workers may be permitted.

### SPECIAL CONDITIONS

The following special conditions shall apply to the Industry and Mining Land Use category:

1. Administrative offices that support and are functionally related to onsite activities are allowed in any of the implementing zoning districts for the Industry and Mining Land Use.
2. Site plans must demonstrate the protection of adjacent non-industry and mining properties through development standards outlined in the land development codes.
3. A plan for vehicular access to and from the site addressing heavy trucks and equipment must be submitted with site plans and must demonstrate compatibility with adjacent land uses.
4. Hydraulic fracturing, commonly referred to as fracking, is not a permitted use in the Industry and Mining Land Use.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #13**

# Leon County Board of County Commissioners

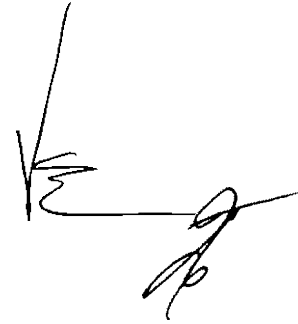
## Agenda Item #13

December 10, 2019

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

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

Herbert W.A. Thiele, County Attorney



**Title:** Request to Schedule the First and Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 7, Article II, Section 7-25 of the Leon County Code of Laws Entitled, "Additional Civil Traffic Penalty" for January 28, 2020, at 6:00 p.m.

<b>Review and Approval:</b>	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Teresa Broxton, Director, Office of Intervention and Detention Alternatives

### **Statement of Issue:**

This agenda item seeks the Board's approval to schedule the first and only public hearing to consider an Ordinance increasing the Additional Civil Traffic Penalty from \$3 to \$5 which will provide increased funding for Leon County School's high school driver education programs.

### **Fiscal Impact:**

This item has a fiscal impact. An estimated \$37,000 in additional revenue would be generated annually for driver education programs in high schools by increasing the civil traffic penalty fee from \$3 to \$5.

### **Staff Recommendation:**

Option #1: Schedule the first and only public hearing to consider adoption of an Ordinance amending Chapter 7, Article II, Section 7-25 of the Leon County Code of Laws entitled, "Additional Civil Traffic Penalty" (Attachment #1), for January 28, 2020.

Title: Request to Schedule the First and Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 7, Article II, Section 7-25 of the Leon County Code of Laws Entitled, "Additional Civil Traffic Penalty" for January 28, 2020, at 6:00 p.m.

December 10, 2019

Page 2

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## **Report and Discussion**

### **Background:**

During the November 12, 2019 meeting, the Board directed staff to prepare an agenda item to consider an amendment to Chapter 7, Article II of the Leon County Code of Laws entitled, "Additional Civil Traffic Penalty" to increase the penalty from \$3 to \$5. This item requests Board approval to schedule the first and only public hearing for January 28, 2020 at 6:00 p.m. to consider adopting the proposed Ordinance (Attachment #1). The additional funding would be provided to Leon County Schools in support of their high school driver education programs.

In 2002, the Florida Legislature enacted the "Dori Slosberg Driver Education Safety Act" which authorized counties to collect an additional \$3 with each civil traffic penalty to fund traffic education programs in public and non-public high schools. On September 24, 2002, the Board adopted Ordinance No. 02-20 authorizing the Clerk of Court to collect the additional \$3 fee, to be used to fund traffic educational programs in public and non-public schools. The County entered into an Agreement with the Leon County Schools (LCS) to provide expanded driver's education services at each of its five high schools: Chiles, Godby, Leon, Lincoln, and Rickards.

Subsequently, in 2006 the Legislature increased the fee amount counties could collect for each civil traffic penalty from \$3 to \$5. Section 318.1215, Florida Statutes, provides counties the discretion to increase the civil traffic penalty fee to the \$5 maximum, via Ordinance.

### **Analysis:**

Annually, staff prepares an agenda item for Board approval to allocate the revenues collected from traffic penalties to the LCS for driver's education services. The \$3 fee generates on average \$87,000 annually. Increasing the fee to \$5 would generate approximately \$37,000 in additional revenue for driver's education services. The LCS has indicated that the additional revenue would be used to purchase new vehicles for the driver's education program.

The LCS Driver's Education Program administrator reported that the 16 vehicle fleet ranges in age from 2001 to 2010 and has a recorded average of 67,000 miles per vehicle. The most notable deterioration of the vehicles is to the driver's door handles and seats due to the frequency with which students enter and exit the vehicles.

The Driver's Education Program is available to qualified students (those 15 years or older who have a learner's permit) at each local high-school, as well as to home-schooled students at a high school of their choice. Upon successful completion of the Driver's Education Program, the instructor may issue the student a Department of Motor Vehicles (DMV) Operator's License Waiver. Since FY 2007, more than 9,600 students have participated in driver's education. Of those, 8,132 have qualified for and received a DMV Operator's License Waiver.

Title: Request to Schedule the First and Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 7, Article II, Section 7-25 of the Leon County Code of Laws Entitled, “Additional Civil Traffic Penalty” for January 28, 2020, at 6:00 p.m.

December 10, 2019

Page 3

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As with the current Ordinance, the proposed Ordinance amending Chapter 7, Article II, Section 7-25 of the Leon County Code of Laws (Attachment #1) requires the Clerk of Court to collect the civil traffic penalty fee. The Ordinance further provides that the funds collected be used for direct traffic education expenses and cannot be used for administration expenses. The Ordinance will also be streamlined to comport with the newer provisions of Section 318.1215, Florida Statutes, which require the funds to be used for enhancement, and not replacement of driver education program funds, and that each program receiving funds provide for a minimum of 30% of a student’s time in the program to be behind-the-wheel training.

**Options:**

1. Schedule the first and only public hearing to consider adoption of an Ordinance amending Chapter 7, Article II, Section 7-25 of the Leon County Code of Laws entitled, “Additional Civil Traffic Penalty” (Attachment #1), for January 28, 2020 at 6:00 p.m.
2. Do not schedule the first and only public hearing to consider adoption of an Ordinance amending Chapter 7, Article II, Section 7-25 of the Leon County Code of Laws entitled, “Additional Civil Traffic Penalty.”
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Proposed Ordinance

**LEON COUNTY ORDINANCE NO.**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 7, ARTICLE II, SECTION 7-25 OF THE LEON COUNTY CODE OF LAWS ENTITLED “ADDITIONAL CIVIL TRAFFIC PENALTY”; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

WHEREAS, as provided by Section 318.1215, Florida Statutes, the “Dori Slosberg Driver Education Safety Act”, the Board of County Commissioners adopted Ordinance 2002-20 which authorized the collection of an additional \$3.00 with each civil traffic penalty to fund traffic education programs in public and non-public schools; and

WHEREAS, Ordinance 2002-20 was codified at Chapter 7, Article II, Section 7-25 of the Leon County Code of Laws, entitled “Additional Civil Traffic Penalty”; and

WHEREAS, in 2006 the Florida Legislature amended Section 318.1215, Florida Statutes, to increase the amount that counties could collect per civil traffic penalty from \$3.00 to \$5.00; and

WHEREAS, the Florida Legislature also amended Section 318.1215, Florida Statutes, to require that the funds shall be used for enhancement, and not replacement, of driver education programs, and to require that 30% of a student’s time in the program be behind-the-wheel training; and

WHEREAS, the Board of County Commissioners desires to enact an ordinance amending Section 7-25 of the Leon County Code of Laws, to provide for the collection of \$5.00 with each traffic penalty to fund traffic education programs in the high schools, and to further streamline Section 7-25 to comport with the provisions set forth in Section 318.1215, Florida Statutes;

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

**Section 1. Amendments to Code.**

Chapter 7, Article II, Section 7-25 of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

**Sec. 7-25. Additional civil traffic penalty.**

Pursuant to the authority granted in the Dori Slosberg Driver Education Safety Act, F.S. § 318.1215, the clerk of the court shall collect an additional \$5.00 with each civil traffic penalty, which shall be used to fund driver education programs in public and nonpublic schools. The Board of County Commissioners shall administer the funds, which shall be used for enhancement, and not replacement,

1 of driver education program funds. The funds shall be used for direct educational expenses and shall  
2 not be used for administration expenses. Each driver education program receiving funds pursuant to  
3 this section shall require that a minimum of 30% of a student's time in the program be behind-the-  
4 wheel training.

5  
6 ~~Pursuant to the authority granted in the Dori Slosberg Driver Education Safety Act, F.S. §~~  
7 ~~318.1215, the clerk of the court shall collect an additional \$3.00 with each civil traffic penalty, not~~  
8 ~~including parking tickets. The Board of County Commissioners shall administer the funds collected~~  
9 ~~hereunder, which shall be used to fund traffic education programs in public and nonpublic schools. The~~  
10 ~~proceeds shall be used for direct traffic education expenses and shall not be used for administration~~  
11 ~~expenses.~~

## 12 13 **Section 2. Conflicts.**

14  
15 All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby  
16 repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon  
17 County 2030 Comprehensive Plan as amended, which provisions shall prevail over any parts of this  
18 ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

## 19 20 **Section 3. Severability.**

21  
22 If any word, phrase, clause, section, or portion of this Ordinance is declared by any court of  
23 competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and  
24 portions of this Ordinance shall remain in full force and effect.

## 25 26 **Section 4. Effective Date.**

27  
28 This ordinance shall have effect upon becoming law.

29  
30 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,  
31 Florida, this 28<sup>th</sup> day of January, 2020.

32  
33  
34 LEON COUNTY, FLORIDA

35  
36  
37 By: \_\_\_\_\_  
38 Bryan Desloge, Chairman  
39 Board of County Commissioners  
40  
41

1 ATTESTED BY:

2 Gwendolyn Marshall, Clerk of Court  
3 & Comptroller, Leon County, Florida  
4

5  
6 By: \_\_\_\_\_  
7

8 APPROVED AS TO FORM:

9 Leon County Attorney's Office  
10

11  
12 By: \_\_\_\_\_  
13

14 Herbert W. A. Thiele, Esq.  
15 County Attorney  
16

F03-00113



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #14**

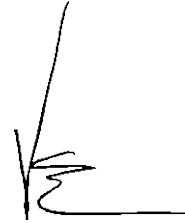
# Leon County Board of County Commissioners

## Agenda Item #14

December 10, 2019

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

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



**Title:** Renewal of Agreement with CareerSource Capital Region on the Summer Youth Training Program

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Shington Lamy, Director, Office of Human Services and Community Partnerships

### **Statement of Issue:**

This item seeks Board renewal of an Agreement with CareerSource Capital Region to fund eligible participants in the County's Summer Youth Training Program and provide training for all participants.

### **Fiscal Impact:**

This item has a fiscal impact. The renewal agreement requires CareerSource Capital Region to pay salaries for certain Summer Youth Training participants which, on average, saves the County \$40,000 annually.

### **Staff Recommendation:**

Option # 1: Approve renewing the Agreement with CareerSource Capital Region to fund eligible participants in the Summer Youth Training Program (Attachment #1) and authorize the County Administrator to execute.

## **Report and Discussion**

### **Background:**

This item seeks Board renewal of an Agreement with CareerSource Capital Region (CSCR) to provide training for all Leon County Summer Youth Training Program (SYTP) participants and to pay the wages and program costs for SYTP participants who meet CSCR's Dynamic Futures Program criteria.

Each summer since FY 2000, Leon County's SYTP has provided young adults with valuable employment skills training and exposure to citizenship and public service for a four- to six-week period by providing job opportunities in County departments and divisions. Young adults ages 14-24 who reside in Leon County are eligible to participate in the SYTP. The County previously budgeted \$80,000 annually to support the SYTP; however, with the CSCR agreement, the County's annual costs are now approximately \$40,000.

On February 13, 2018, the Board approved an Agreement with CSCR to align the SYTP with CSCR's Dynamic Futures Program, to enhance job readiness training and support for SYTP participants. The Dynamic Futures Program is a year-round job readiness program targeting young adults ages 16 to 24 with little to no work experience. The Dynamic Futures Program is funded by the Workforce Innovation and Opportunity Act (WIOA) Youth Federal grant which targets at-risk, out-of-school young adults. As required by the Agreement, CSCR manages all administrative human resource functions, including payroll and funding wages and program costs for participants meeting the eligibility requirements of WIOA. As result, the County experienced a savings of approximately \$40,000 annually through its partnership with CSCR. The initial agreement was for two years and expired on September 30, 2019.

### **Analysis:**

The proposed Agreement continues the County's partnership with CSCR for the SYTP. In FY 2019, 664 Leon County youth applied for 53 available positions with Leon County Government. Approximately 19 SYTP participants met the WIOA eligibility requirements. Their wages and program costs were paid by CSCR. A total of 34 participants' wages and costs were paid with County funds.

Like the FY 2019 Agreement, in the FY 2020 Agreement CSCR will manage all administrative human resource functions, including paying the wages and program costs for youth that meet the eligibility requirements of the WIOA federal grant. Youth selected to participate in the SYTP who do not meet the WIOA eligibility requirements will be compensated with County funds. Additionally, CSCR will continue to assist the County with promoting and marketing the SYTP to the community. The CSCR will also continue to provide a six-hour essential skills training curriculum as part of the orientation to all SYTP participants. However, Participants in the Dynamic Futures Program Training who receive WIOA funding will receive skills training once a week for the duration of the SYTP. CSCR will also recruit at least 150 potential WIOA eligible youth and identify at least 60 WIOA eligible applicants for potential interviews and placement, to increase the number of low-income, at-risk youth that participate in the SYTP.

As outlined in the Agreement, the County will continue to interview, select and provide day-to-day supervision of the SYTP participants, as well as execute WIOA Work Experience Activity Worksite Agreements as required by the Dynamic Futures Program (Attachment #2).

The one-year Agreement includes an option for one additional year. Upon the Board's approval, the Agreement will be executed by the County Administrator and the Chief Executive Officer of CSCR. Additionally, the County Administrator will execute the WIOA Work Experience Activity Worksite Agreements as required by the Dynamic Futures Program.

**Options:**

1. Approve renewing of the Agreement with CareerSource Capital Region to fund eligible participants in the Summer Youth Training Program (Attachment #1) and authorize the County Administrator to execute.
2. Do not approve renewing the Agreement with CareerSource Capital Region for the Summer Youth Training Program.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Agreement with CareerSource Capital Region on the Summer Youth Training Program
2. Workforce Innovation and Opportunity Act Work Experience Activity Worksite Agreement

## **AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of, December 2019 between LEON COUNTY, FLORIDA, a Charter County and Political subdivision of the State of Florida (hereinafter the “County”), and CareerSource Capital Region (hereinafter the “Contractor”), collectively, the “Parties”.

### **RECITALS**

WHEREAS, since 2000, the Summer Youth Training Program (SYTP) has provided Leon County youths valuable employment skills with County departments and exposure to citizenship and public service; and

WHEREAS, the Contractor’s Dynamic Futures Program is a work readiness educational program that provides up to 320 hours of work experience to youths ages 16-24 years old to prepare for careers with human resources basic training, leadership training, and teamwork training; and

WHEREAS, since 2015 the County and Contractor have collaborated to offer SYTP participants with an abbreviated version of the Dynamic Futures Program with a one-day curriculum that provides leadership training, teamwork training, dress for success, customer service training, diversity in the workplace as well as soft skills training and professionalism training; and

WHEREAS, on June 2017, the Leon County Board of County Commissioners approved the arrangement with Contractor to realign the SYTP with Contractor’s Dynamic Futures Program to provide SYTP participants an enhanced level of career skills and training while working at the County.

NOW, THEREFORE, the Parties do hereby covenant and agree as follows:

1. **EFFECTIVE DATE; TERM; RENEWAL**

- a. This Agreement shall be effective commencing nunc pro tunc to October 1, 2019 and shall continue until September 30, 2020, hereinafter “Initial Term”.
- b. After the Initial Term, this Agreement will automatically be extended for an additional one (1) year upon the same terms and conditions as herein set forth, unless either party gives the other written notice of termination at least 30 days prior to the end of the Initial Term.

2. SCOPE OF SERVICES

a. The Parties agree:

- 1) The SYTP will commence each summer following the conclusion of Leon County Schools regular school year, but no earlier than the week after the Memorial Day holiday.
- 2) The SYTP work period will be for no less than four weeks and no more than eight weeks each summer.
- 3) Leon County residents ages 14 through 24 are eligible to participate in the SYTP.
- 4) Eligible participants that meet certain at-risk criteria such as youth not enrolled in high school or college will have their wages paid by the Contractor with funding made available from a source other than the County. Wages paid by the Contractor will only be paid for participants who meet eligibility criteria determined by the Contractor.
- 5) Eligible participants that do not meet the at-risk criteria will have their wages paid by Contractor with funding made available by the County.

b. The County agrees to:

- 1) Execute Worksite Agreements and complete worksite applications for each County work location that will place a SYTP participant.
- 2) Provide onsite, day-to-day supervision of SYTP participants including coaching, counseling, training, and performance feedback.
- 3) Compensate the wages and program costs for SYTP participants that are not eligible for the Contractor's grant funding. Program costs does not include Dynamic Futures trainings and materials expenses associated with delivering Dynamic Futures trainings.
- 4) Conduct one or more workshop(s) for County supervisors to discuss the SYTP and the Dynamic Futures Program.
- 5) Develop worksites and positions descriptions and information regarding the skill sets that will be learned from the work experience for approved Summer Youth Participants.
- 6) In cooperation with the Contractor, promote and provide marketing and media support for the SYTP.

- 7) Create a testimonial video that features the partnership with the Contractor.
- 8) Receive and screen all applications for SYTP eligibility.
- 9) Select eligible candidates for SYTP positions.
- 10) Conduct criminal background checks on SYTP participants prior to the start date of the Program.
- 11) Provide participants with all necessary materials and equipment for positions as well as safety training for all positions.
- 12) Develop work schedules for SYTP participants.
- 13) Host and fund the SYTP Luncheon held at the conclusion of each summer.

c. The Contractor agrees to:

- 1) Manage all administrative Human Resources functions for all SYTP positions including payroll, I-9 documentation, and workers' compensation insurance.
- 2) Target recruit at least 150 potential applicants working with organizations that serve populations that could be eligible for the Contractor's grant funding.
- 3) Review applications provided by the County for Contractor's grant funding eligibility prior to the County's final selection of participants.
- 4) Provide the County a list of at least 60 eligible applicants for potential interviews and placement.
- 5) Conduct SYTP orientation for all enrolled participants the week prior to the start of the program.
- 6) Conduct Dynamic Futures Training for WIOA-eligible participants.
- 7) Support the promotional efforts coordinated by the County by creating marketing materials for distribution.
- 8) Complete supervisor onsite orientation for all County worksite supervisors that includes training on the use of timesheet software.
- 9) Provide workers' compensation coverage for all SYTP Participants.
- 10) Provide information on employment, career and skill training opportunities to applicants not selected to participate in the SYTP.

3. CONTRACT SUM

- a. The County shall provide up to \$40,000 for the wages and program costs of STYP participants that are ineligible for Contractor's grant funding. Program costs includes the SYTP orientation and associated payroll costs; however, it does not include the cost for Dynamic Futures trainings and materials expenses associated with delivering Dynamic Futures trainings.
- b. County funding shall be contingent upon approval of the County's annual budget by the Leon Board of County Commissioners.
- c. Funding will be provided by the County upon the receipt of an invoice from the Contractor.

4. TERMINATION

- a. The County may terminate this Agreement without cause, by giving the Contractor not less than thirty (30) days prior written notice of its intent to terminate. Either Party may terminate this Agreement for cause by giving the other Party hereto not less than thirty (30) days prior written notice of its intent to terminate. The County shall not be required to give Contractor such thirty (30) days written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the opinion of the County, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by providing a notice of termination to the Contractor.
- b. Termination of this Agreement for any reason under this Section will not affect (i) any liabilities or obligations of either Party arising before such termination or as a result of the events causing such termination, or (ii) any damages or other remedies to which a Party may be entitled to under this Agreement, at law or in equity, arising out of a breach of this Agreement.

5. INDEMNIFICATION

- a. The Contractor shall indemnify and hold harmless the County, its officials, officers and employees, from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.
- b. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.



- c. The Contractor shall be liable to the County for any and all reasonable costs incurred by the County to correct, modify or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentionally wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

6. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds reflected herein.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph b above. The County may reproduce any written materials generated as a result of the Contractor's work.
- d. To assure that all records required to be maintained by the Contractor hereby shall be subject at all reasonable times to inspection, review, or audit by County, Federal, state, or other personnel duly authorized by the County.
- e. To permit persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), to have full access to and the right to examine any of the Contractor's records and documents related to this Agreement, regardless of the form in which kept, at all reasonable times for as long as those records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

- g. Comply with public records access requirements set forth in section 119.0701(2), Florida Statutes, including the obligation to:
- 1) Keep and maintain public records required by the County to perform the Services required under this Agreement.
  - 2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following termination of the Agreement if the Contractor does not transfer the records to the County.
  - 4) Upon termination of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services required hereunder. If the Contractor transfers all public records to the County upon termination of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon termination of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
  - 5) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-606-1900, [LamyS@LeonCountyFL.gov](mailto:LamyS@LeonCountyFL.gov), Human Services and Community Partnerships, 918 Railroad Avenue, Tallahassee, FL 32310.**

7. NOTICE

- a. Upon execution of the Agreement, the Contractor shall provide in writing, the name of the Contractor's staff member who will be responsible for the submission of all Contractor's records, reports, invoices or documents to the County necessary for the administration of this Agreement.
- b. All invoices must be submitted electronically to Shington Lamy, Director, Leon County Office of Human Services and Community Partnerships; LamyS@leoncountyfl.gov All other related correspondence, documents, records or reports shall be submitted to:

Name: Shington Lamy  
Address: 918 Railroad Avenue,  
Tallahassee, FL 32310

if not otherwise provided electronically.

- c. All notices required hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to Contractor:      Name: Jim McShane  
   Address: 2601 Blaire Stone Road  
   Tallahassee, FL 32301

Notice to the County:      Name: Shington Lamy  
   Address: 918 Railroad Avenue  
   Tallahassee, FL 32310

8. CONTRACT MANAGEMENT:

- a. The Office of Human Services and Community Partnerships, shall be and is hereby authorized as the representative of the County, responsible for the day to day operational management of the provisions of the Agreement, including all matters related to the payment for professional services rendered by the Contractor hereunder, unless or until a written notice is provided to the Contractor stating otherwise.

9. INSURANCE

- a. The Contractor shall provide workers' compensation insurance for all SYTP participants. The cost of such insurance shall be the sole responsibility of the Contractor.

10. MISCELLANEOUS PROVISIONS

- a. Status

The Contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or subcontractors under it be considered to be employees of the County.

b. Conflicting Employment

For the duration of this Agreement, the Contractor shall not enter into any other agreements that would ethically conflict with its obligations under this Agreement.

c. Licenses

The Contractor shall be responsible for obtaining and maintaining its city occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain its license to operate, the Contractor shall be in default of this Agreement as of the date such license is lost.

d. Assignments

This Agreement shall not be assigned as a whole or in part without the prior written consent of the County nor shall the Contractor assign any monies due or to become due to him hereunder without the prior written consent of the County.

e. Monitoring

The Contractor shall permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the Contractor which are relevant to this Agreement and interview any clients and employees of the Contractor to assure the County of the Contractor's satisfactory performance of the terms and conditions of this Agreement.

f. Public Entity Crimes Statement

In accordance with section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor its affiliates have been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be cause for termination of this Agreement by the County.

g. Unauthorized Alien(s) And E-Verify

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for termination of this Agreement by the County.

h. Non-Waiver

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts but the same shall be and remain at all times, in full force and effect.

i. Modifications

This Agreement constitutes the entire understanding of the Parties. Any modifications to this Agreement must be in writing.

j. Venue

Venue for all actions arising out of this Agreement shall lie in Leon County, Florida.

k. Construction

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

l. Compliance With Anti-Discrimination Legislation

In providing, or contracting to provide services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, the Contractor shall comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law or County ordinance that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, disability, sexual orientation or gender identity.

m. Headings In This Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either Party, and do not alter any terms of this Agreement.

n. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

o. Force Majeure

If either Party is prevented from or delayed from performing any obligations under this Agreement (except payment or financial obligations) by circumstances beyond

its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of disability. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events relating to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the obligations hereunder.

p. Survival of Obligations

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

q. Counterparts

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

r. Sovereign Immunity

Nothing herein shall be construed as a waiver of any rights and privileges afforded the County, as a political subdivision of the State of Florida, under section 768.28, Florida Statutes, as amended.

s. Attorneys' Fees and Costs.

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing Party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

WHERETO, the Parties have set their hands and seals and executed this Agreement the date set forth below.

**LEON COUNTY, FLORIDA**

**CONTRACTOR**

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

BY: \_\_\_\_\_  
Jim McShane  
Chief Executive Officer

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, Esq.  
County Attorney

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) WORK EXPERIENCE ACTIVITY  
WORKSITE AGREEMENT**

This agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ hereafter referred to as the Worksite/Agency, and Dynamic Workforce Solutions/Kaiser Group, Inc. hereafter referred to as the Service Provider/Employer. It is understood by all parties that this Agreement relates to Job Shadowing, Training and Services to be provided relative to the Work Experience Activity, which is authorized under the Workforce Innovation and Opportunity Act, Public Law 113-128 (Section 129 for Youth Activities).

It is further understood by all parties that this Agreement is entered into pursuant to the Service Provider's program contract with CareerSource Capital Region and shall be effective for a period of one (1) year following the signature date or until the termination of the program (whichever comes first).

The Worksite/Agency will adhere to the following provisions:

- (1) Conditions of work experience and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the participant.
- (2) Health and Safety standards established under the State and Federal Law, otherwise applicable to working conditions of employees shall be equally applicable to working conditions of participants.
- (3) No currently employed worker (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits) shall be displaced by any participant.
- (4) The work experience shall not be used to directly or indirectly aid in filling a job opening that is vacant because the former occupant is on strike or involved in a labor dispute that may lead to a strike.
- (5) No program shall impair existing contracts for services or collective bargaining agreements, except that no program under this Act which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned.
- (6) The parties of this Agreement understand that volunteers being funded with program funds may not participate in lobbying, union, political, religious, or anti-religious activities on the local, state or national level during scheduled work hours.
- (7) Participants cannot be assigned to any of the following worksites: casinos, aquariums, zoos, golf courses, swimming pools.
- (8) Participants cannot be required to run offsite worksite errands.
- (9) To adhere to the requirements that Youth participants who are under the age of 18 are prohibited from using power tools and that ALL participants are prohibited from working in hazardous conditions, such as impending weather danger.

Note: Funds cannot be used for the construction, alteration, maintenance or repair of a public building or public work *unless* all the iron, steel and manufactured goods used in the project are produced in the United States.

Participants will not be used for the advantage of any private individual or private-for-profit agency, but will be provided useful job shadowing experience which will be consistent with each participant's capabilities and interests and which will assist these participants to obtain future unsubsidized employment. It is agreed that such work experience will be conducted in a safe and sanitary working environment.

**NEPOTISM**

Due to potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship, the Work Experience program will place career seekers or consider other employment actions concerning relatives of persons currently employed only if: a) candidates for employment will not be working directly for the employer of record; b) candidates for employment are not directly supervised by a relative (as defined under definitions below), and c) candidates for employment will not occupy a position in the same line of authority in which employees can initiate or participate in decisions involving a direct benefit to the relative. Such decisions include hiring, retention, transfer, promotion, wages and leave requests (i.e. business owners). Worksites are responsible for immediately reporting any such relationships to CSCR staff prior to the placement of a career seeker in a work experience slot.

"Family member" is defined as one of the following: relationships by blood—parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece and first cousin; and relationships by marriage—husband, wife (as defined by state law), step-parent, step-child, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, half-brother,



**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) WORK EXPERIENCE ACTIVITY  
WORKSITE AGREEMENT**

half-sister, uncle, aunt, nephew, niece, spouse/partner of any of the above and co-habiting couples or significant others.

Participants will not be paid by the Worksite/Agency for the time worked. Through an agreement, the Service Provider/Employer issues payments to the participants. Participants will be paid at least the state's minimum wage and will ensure the Fair Labor Standards Act requirements are met. The Provider/Employer will maintain payroll records for each participant for a period no less than 5 years, in accordance with CareerSource Capital Region's record retention requirements.

The Worksite/Agency agrees:

- (1) To provide meaningful and productive work for participant(s) on a scheduled work plan with the understanding that the supervisor/participant ratio will be at least one (1) supervisor to every twelve (12) participants who are enrolled in the Program. Participants are to be supervised at all times.
- (2) To provide a work experience worksite supervisor to the participant(s) without compensation from the program. To designate a secondary worksite supervisor who will be authorized to sign Work Experience documents in the absence of the primary supervisor.
- (3) To ensure that all supervisors for the participant(s) attend the Worksite Supervisor's Training Orientation, which will be scheduled and conducted by the Service Provider/Employer.
- (4) To provide a description of duties assigned for each position that will be filled by participants.
- (5) To furnish the equipment, tools materials and supplies which are necessary for the work to be performed.
- (6) Subject to the limitations set forth in Sec. 768.28, Florida Statutes, to incur the liability should a program participant be injured while being transported in a company and/or personal vehicle by a worksite employee or worksite representative. However, workers compensation coverage is provided by the State of Florida and general liability insurance coverage is provided by Dynamic Workforce Solutions.
- (7) To ensure that participants who are 16 and 17 years of age will participate only in accordance with the applicable provisions of the Fair Labor Standards Act (Section 570.31 and 570.35 of Subpart C of Part 570 of Title 20).
- (8) To ensure, pursuant to the Fair Labor Standards Act, that no participant under 18 years of age will be assigned duties in any occupation which has been determined by the Secretary of the United States Department of Labor to be particularly hazardous for individuals between 16 and 18 years of age (Subpart E of Part 570 of Title 29).
- (9) To ensure that no participant will participate in work experience more than 40 hours per week with the understanding that flexibility will be allowed in determining the days and hours participants are scheduled.
- (10) To ensure that sufficient work is available to occupy each participant during all scheduled hours.
- (11) To develop adequate coordination with the Service Provider/Employer to ensure that appropriate contingency activities are implemented in the event of inclement weather.
- (12) To ensure that evaluations are completed for each participant and provided to the Service Provider/Employer.
- (13) To ensure that Time and Attendance sheets are utilized by each participant and maintained at the worksite for the duration of the activity. Time and Attendance records should reflect the time actually involved in work experience by each participant. These records will be signed at the end of each time period by the participant and the supervisor as certification to their accuracy. The Time and Attendance sheets will be provided by the Service Provider/Employer and should be provided to the Worksite/Agency at a regularly scheduled time as agreed upon by the Worksite/Agency and the Service Provider/Employer.
- (14) To contact the Service Provider/Employer prior to the release of a participant from the worksite or immediately after a participant gives notice of intent to release. This will allow for the agreement to be modified.
- (15) To maintain the following records for the duration of the program: Worksite Agreement, Description of assigned duties, Time and Attendance Records, and Contact Form on each participant (provided by the Service Provider/Employer).
- (16) To cooperate and allow representatives of CareerSource Capital Region Service Provider/Employer staff and other representatives to conduct: counseling for participants, in-person monitoring of worksites, or other work/program activities. The monitoring consists of an observation of operations and progress towards objectives and evaluation and compliance with child labor laws (as applicable). Recommendations for corrective actions will be provided in order to ensure compliance with the worksite agreement. Follow-up regarding corrective actions will be provided as needed.
- (17) To adhere to the rules and regulations governing the Work Experience Activity.

Either party may cancel this agreement, prior to the date of expiration, provided the cancelling party gives at least five (5) days advance notice. The parties hereto cause this agreement to be executed by their undersigned officials as duly

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) WORK EXPERIENCE ACTIVITY  
WORKSITE AGREEMENT**

authorized.

\_\_\_\_\_  
Worksite/Agency

\_\_\_\_\_  
Service Provider/Employer

\_\_\_\_\_  
Authorized Representative Signature/Title

\_\_\_\_\_  
Authorized Representative Signature/Title

\_\_\_\_\_  
Secondary Authorized Representative Signature/Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #15**

# Leon County Board of County Commissioners

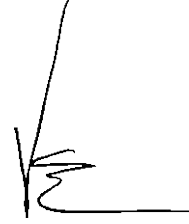
## Agenda Item #15

December 10, 2019

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

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

**Title:** Second Amendment to the Agreement with WageWorks, Inc. for Cafeteria Plan Administration Services



<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>	Amy Cox, Human Resources Manager Danielle Woods, Benefits Specialist

### **Statement of Issue:**

This agenda item seeks Board approval of the Second Amendment to the Agreement with WageWorks, Inc. for Cafeteria Plan Administration Services. The proposed amendment will extend services through December 31, 2020.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Approve the Second Amendment to the Agreement with WageWorks, Inc. to continue Cafeteria Plan Administration Services and authorize the County Administrator to execute in a form approved by the County Attorney.

## **Report and Discussion**

### **Background:**

This agenda item seeks Board approval to amend the Agreement with WageWorks, Inc. for Cafeteria Plan Administration services through December 31, 2020. WageWorks, Inc. provides all elements of Cafeteria Plan Administration including Flexible Spending Account (FSA) Administration, technical updates, claims processing, and updates of the Cafeteria Plan. This allows the County to offer employees' FSA contributions for dependent care and allowed out-of-pocket medical expenses, medical, dental, and vision insurance premium deductions, on a pre-tax basis.

Additionally, WageWorks, Inc. subcontracts with Brown and Brown of Florida, Inc. to provide voluntary insurance products and payment of the fees associated with the administration of the plan at no direct cost to Leon County. This includes and is not limited to: Guarantee Issue Whole Life or Universal Life; Short Term Disability; Critical Care Insurance; Pre-paid Legal; Long-Term Care Insurance; Dental Care; Vision Care; Accident/Disability; Cancer/Specified Disease; Hospital Indemnity; and Personal Sickness Indemnity.

### **Analysis:**

Staff recommends approval of the Second Amendment to the Agreement with WageWorks, Inc. The provisions of the amendment would allow for continuous services to Leon County through December 31, 2020. In addition, staff will initiate a Requests for Proposals for Cafeteria Plan Administration Services in early 2020 to hire a cafeteria plan administrator for services beginning January 1, 2021.

### **Options:**

1. Approve the Second Amendment to the Agreement with WageWorks, Inc. to continue Cafeteria Plan Administration Services and authorize the County Administrator to execute in a form approved by the County Attorney.
2. Do not approve the Second Amendment to the Agreement with WageWorks, Inc. to continue Cafeteria Plan Administration Services.
3. Board direction.

### **Recommendation:**

Option #1

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #16**

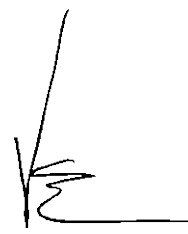
# Leon County Board of County Commissioners

## Agenda Item #16

December 10, 2019

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

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



**Title:** Status Report on the County's Sponsorship of the Tallahassee Downtown Improvement Authority's Sundown Concert Series

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Kerri L. Post, Director, Division of Tourism Dionte F. Gavin, Senior Operations Manager Nicki Paden, Management Analyst

### **Statement of Issue:**

This item provides a status report on the County's sponsorship Agreement with the Tallahassee Downtown Improvement Authority (DIA) to extend its free and family-oriented concerts at the Capital City Amphitheater through Fall 2019 and seeks authorization to support the DIA's Sundown Concert Series events in future years through the County's Concert Series budget.

### **Fiscal Impact:**

This item has a fiscal impact. The County sponsored the DIA concerts in FY 2019 in the amount of \$30,000.

### **Staff Recommendation:**

Option #1: Accept the report on the County's sponsorship of additional free and family-oriented concerts at the Capital City Amphitheater and authorize the County's ongoing support of the Tallahassee Downtown Improvement Authority's Sundown Concert Series in future years through the County's Concert Series budget (Attachment #1).

## **Report and Discussion**

### **Background:**

The County's support of the Tallahassee Downtown Improvement Authority's Sundown Concert Series and sponsorship of additional free and family-oriented concerts at the Capital City Amphitheater advances the following FY2017-FY2021 Strategic Plan Economy 5-Year Target:

- *Host 100,000 residents and visitors as part of the Amphitheater Concert Series (T4)*

This particular 5-Year Target aligns with the Board's Economy Strategic Priority:

- *(EC4) Grow our tourism economy, its diversity, competitiveness, and economic impact.*

This item provides a status report on the County's sponsorship Agreement with the Tallahassee Downtown Improvement Authority (DIA) to extend its free and family-oriented concerts at the Capital City Amphitheater through fall 2019, and seeks authorization to support these events in future years through the County's Concert Series budget. During the May 14, 2019 meeting, the Board authorized the County Administrator to execute a sponsorship Agreement with the DIA to extend their Sundown Concert Series at the Capital City Amphitheater through fall 2019 (Attachment #2).

Since its official dedication in April 2014, the Capital City Amphitheater (Amphitheater) at Cascades Park has become an important asset to the Tallahassee-Leon County community serving as a unique venue for high quality performances across the entertainment industry. Beyond the County's Concert Series events, the Amphitheater has also served as a community venue utilized throughout the year by a wide range of organizations for cultural and civic events. Among these events are the DIA Sundown Concert Series performances hosted on the third Saturday of the month from May to August each year. The four summer concerts have been free to the public and featured a diverse range of music from local and regional performers.

As part of the effort to continuously provide high quality entertainment to Leon County residents and regional visitors, while generating greater visibility for the Amphitheater as a performance venue, staff identified the opportunity to partner with the DIA to support the expansion of free and family-oriented concerts through fall 2019. The Board authorized the execution of a sponsorship Agreement with the DIA and utilization of the Division of Tourism's Concert Series funds, in the amount of \$30,000, to provide three additional concerts on nonpeak visitor weekends from September through November 2019. This item seeks Board authorization to support these DIA concerts in future years through the County's Concert Series budget.

### **Analysis:**

Supported through sponsorships, the Sundown Concert Series is free to the public and open to all ages with no advance registration or ticketing required. In addition to the benefit of free admittance, these sponsorships have also ensured consistency and a level of quality that has continued to attract both residents and visitors. Despite their occurrence during the nonpeak season for visitors to the market and the hot climate associated with an outdoor venue, these free concerts



Title: Status Report on the County's Sponsorship of the Tallahassee Downtown Improvement Authority's Sundown Concert Series

December 10, 2019

Page 3

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draw families of all ages to the downtown area during the hot summer months in support of local businesses. To build on the existing success of the existing DIA Sundown Concert Series, the County's \$30,000 sponsorship supported the extension of the DIA's free and family-friendly concerts through the fall of 2019, providing a total of seven concerts as follows:

- Saturday, May 18<sup>th</sup>: JB's Zydeco Zoo (Opener); The Futurebirds (Headliner)
- Saturday, June 15<sup>th</sup>: Lil' Grizzly Boogie Band (Opener); Blue Begonias (Headliner)
- Saturday, July 27<sup>th</sup>: John Bellamy & the Rebels (Opener); The Lee Boys (Headliner)
- Saturday, August 17<sup>th</sup>: Revival (Opener); Drivin' n Cryin' (Headliner)
- Saturday, September 14<sup>th</sup>: Common 'Taters Funk (Opener); Royce Lovett (Headliner)
- Saturday, October 12<sup>th</sup>: Revival (Opener); Emily Wolfe (Headliner)
- Saturday, November 9<sup>th</sup>: Pat Puckett (Opener); Black Joe Lewis and the Honeybears (Headliner)

Each year, the Sundown Concert Series has proven to be successful, with a continuous growth in attendees each year. The 2019 Sundown Concert Series welcomed over 12,000 attendees, 4,000 of which attended the three new fall concerts. Through this sponsorship, the County benefited from increased marketing visibility in the destination (Attachment #1). As part of the sponsorship Agreement with the DIA, the County received recognition as a major sponsor for all seven concerts hosted from May to November 2019.

In addition to featuring local entertainers alongside performers from Atlanta, Miami, and Austin, the first concert of the newly expanded 2019 series featured local celebrity Royce Lovett. During the fall 2019 Mr. Lovett was also featured on *The Voice*, a highly rated television singing competition on NBC, and continues to bring visibility to the County through his various social media platforms and active engagement with fans from around the country.

Given the success of this sponsorship in generating a strong turnout of attendees and activating the Amphitheater, this item seeks authorization to continue the County's support of these DIA concerts through the Concert Series budget. Specifically, the Division of Tourism will continue to sponsor the extension of the DIA's free and family-friendly concerts in future years. The sponsorship amount would be negotiated by the Division of Tourism each year and approved by the County Administrator. The County's sponsorship for the next season is anticipated to remain at the FY 2019 funding level (\$30,000). If in the future, the Sundown Concert Series is not continuing to provide a positive impact on tourism, an agenda item will be brought back to the Board for consideration of any future funding.

#### *New Year's Eve Concert*

The May 14, 2019 agenda item regarding the County's sponsorship of additional free and family-oriented concerts also provided an overview of the DIA's interest in hosting a New Year's Eve concert to further activate the Capital City Amphitheater, and offer entertainment that will generate an economic impact to the community. Since that time, the Division of Tourism and the DIA

continued exploring a collaboration with the DIA to expand the community's New Year's Eve offerings by putting on a concert performance at the Amphitheater at no charge to attendees. Through this collaboration, the DIA applied and was awarded a Special Event Grant through the Division of Tourism's grant program for FY 2020 to support the New Year's Eve Concert and Celebration to be held at Cascades Park. The New Year's Eve Celebration will center around celebratory family-friendly outdoor activities, food trucks, a resolution wall, and musical acts. Entertainment for attendees will include a fireworks celebration and live performances featuring two local bands, the Fried Turkeys and Tallahassee Nights Live. No County Concert Series funds will be used for this event.

**Options:**

1. Accept the report on the County's sponsorship of additional free and family-oriented concerts at the Capital City Amphitheater and authorize the County's ongoing support of the Tallahassee Downtown Improvement Authority's Sundown Concert Series in future years through the County's Concert Series budget (Attachment #1).
2. Accept the report on the County's sponsorship of additional free and family-oriented concerts at the Capital City Amphitheater and take no further action.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Tallahassee Downtown Improvement Authority Sponsorship Fulfillment Report
2. May 14, 2019 agenda item regarding the County's sponsorship of additional free and family-oriented concerts at the Capital City Amphitheater



Photo by Bob O'Lary

*Jth.*  
DOWNTOWN  
EST. 1966

# FULFILLMENT REPORT

## PREPARED BY

*Elizabeth Emmanuel  
Tallahassee Downtown*

## WITH GRATITUDE FOR

*Visit Tallahassee, A Division of Leon  
County*



# Tallahassee Downtown



## *Our Work is to Make Downtown Work Better*

Downtown Tallahassee is a growing destination for development, business, entrepreneurship, ongoing education, resources and entertainment for any individual.

Downtown Tallahassee is a place of enterprise and of leisure; a place where a short walk brings you to your next meeting- and allows you to surround yourself with beauty and hidden treasures. Among our streets you can spend days learning our rich history, enjoying live entertainment and savoring a wide selection of culinary delights. You'll find something for all ages in the heart of our community.

630

Downtown  
Businesses

20K

Employees  
Downtown

726

Hotel  
Rooms

500

Residential  
Units

75

Free Events  
Hosted by the  
TDIA annually

55,000

People attend  
the TDIA  
events

16 Bars and  
Restaurants  
9 Museums  
8 Retail Stores

Find out more by visiting us at:



@tlhdowntown



@TLHdowntown



f TallahasseeDowntown





Our Sundown Concert Series is now extended into the Fall! The Fifth year of this event has now expanded from four to seven concerts thanks to the sponsorship from Visit Tallahassee.

The series features a fantastic lineup of local and regional performers covering a diverse range of music. Each event draws an average of 2,500 attendees.

Sponsorships support this staple event. In addition to covering the cost for admittance, it ensures a level of quality that attracts regional interest. Our sponsorship levels cover a range that allows each entity maximum benefit, enhanced marketing, and exclusive opportunities to interact with a targeted group of customers.

**May 18** [The Futurebirds](#) w/ [JB's Zydeco Zoo](#)

**June 15** [Blue Begonias](#) w/ [Lil' Grizzly Boogie Band](#)

**July 27** [The Lee Boys](#) w/ [John Bellamy and The Rebels](#)

**August 17** [Drivin' n Cryin'\\*](#) w/ [Revival](#)

**September 14** TBA

**October 12** TBA

**November 9** TBA

#### **Presenting Sponsor - \$30,000**

- Top listing on all marketing materials a presenting sponsor.
- Appearance on local new stations to announce series
- Enhanced presence on social media sites for both organizations
- Sponsor name on all marketing materials
- Stage Break time for business promotion at all Tallahassee Downtown Sundown Concerts
- Complementary Sponsor Tent
- Opportunity to provide banner for display at events
- Access to attendee information
- Highlights in press coverage
- promotion in videos, photos, and across social media.

The Presenting Sponsor would work in partnership with the DIA to enhance marketing, quality and experience for concert attendees. Partnership would ensure both organizations are promoting the events through their media channels while working together to ensure the event accomplishes the return on vision for more consistent concerts at Cascades.

#### **Presenting Sponsor Agreement**

Leon County Division of Tourism/Visit Tallahassee, the Presenting Sponsor in partnership with the Downtown Improvement Authority, agrees to provide a \$30,000 cash donation to the Tallahassee Downtown Improvement Authority. In exchange for their donation, Sponsor will receive all of the Sponsor benefits listed above. The event coordinator, Elias Mathes, can provide specific details regarding sponsorship tent and timing. Sponsorship will be in partnership to extend the Summer Concert Series through the fall with an additional three events and additional funding.



I, \_\_\_\_\_, Leon County Division of Tourism/Visit Tallahassee, agree to pay a total of \$30,000 to the Tallahassee Downtown Improvement Authority in exchange for the Presenting Sponsor benefits listed within this document. Payment is due by the end of the current fiscal year. Sponsorship is contingent upon approval from the governing board of both organizations.

Emmanuel  
Signature

8/5/19  
Date

Elizabeth Emmanuel / CEO Tallahassee Downtown Improvement Authority

\_\_\_\_\_  
Print Name and Title

Shelly Kelley  
Signature of Representative

7/9/19  
Date

Shelly Kelley, Purchasing Director  
Print Name and Title



Sundown Series Presenting Sponsor Contract Page 2



# Event Numbers

While the numbers provided are our best estimates at the total number of attendees, there's a few points to keep in mind:

These events saw an influx of people throughout the evening- every time you looked at the entrances more people were coming into the park.

These numbers are a an impressive statement to the impact of these events.

Data was not required in previous years to track attendance, yet we heard from multiple sources this year brought an increase in foot traffic. It wasn't just because there were more events- Each event was well attended and there were no cancellations due to weather.

The fifth year of this event brought more people into downtown than ever before- we could not have accomplished this without your support.

Event	Date	Attendance	Total	
Sundown Concert Series	5/18	1,500		
Sundown Concert Series	6/15	2,000		
Sundown Concert Series	7/27	2,700		
Sundown Concert Series	8/17	2,000		
			8,200	
Sundown Concert Series	9/12	1,300		
Sundown Concert Series	10/14	1,700		
Sundown Concert Series	11/9	1000		
			4,000	
				<b>Total: 12,200</b>



# Presents the event on all marketing materials

## Examples of Ads



## Examples of Print Materials



Awesome examples  
provided by Visit TLH



# Logo and name on ads via local newstation

- Press Release sent to over 40 media contacts three times
- WTXL ads that ran for 6 events over multiple days
- Radio ads through iHeartMedia for 5 events over multiple days and stations
- information included in COCA newsletters for 6 events
- information included in the Tallahassee Democrat's Limelight for 4 events
- Following articles including sponsors:

WTXL AD Downtown, Sundown Concert Series

<https://youtu.be/FzisOnbUcdY>

6/28/2019 Tally Wire Abby Cloud Downtown, Sundown Concert, Cascades

<https://thetallywire.com/2019/06/28/celebrate-summer-with-cascade-parks-sundown-concert-series/?fbclid=IwARIXfHI3pRJC6HrIY0nIH65jy8236cs4U5bB6-Z02AGEfA92f9TOPosGKts>

5/16/19 Democrat Tamaryn Waters Leon County, DIA partner for concerts at Cascades Park Amphitheater Downtown, Visit Tallahassee, Concert Series, Funding

<https://www.tallahassee.com/story/news/money/2019/05/16/leon-county-dia-partner-concerts-cascades-park-amphitheater/3679986002/>

5/16/19 WTXL Jada Williams Officials looking to attract top musical acts to Capital City

<https://www.wtxl.com/news/local-news/officials-looking-to-attract-top-musical-acts-to-capital-city>

## Written examples:

FOR IMMEDIATE RELEASE  
Date: September 13, 2019  
Tallahassee Downtown Improvement Authority  
Contact: Elizabeth Enmanuel CEO | 904-631-9993 | [Elizabeth.enmanuel@tdia.com](mailto:Elizabeth.enmanuel@tdia.com)  
Elise Mathes, Event Coordinator | 229-225-8231 | [Elise.Coordinator@tdia.com](mailto:Elise.Coordinator@tdia.com)

**Tallahassee Downtown announces 2019 Sundown Series partnership and expansion of free concerts at Cascades Park.**

Tallahassee Downtown announces 2019 Sundown Series partnership and expansion of free concerts at Cascades Park.

Tallahassee Downtown is pleased to announce the expansion of the 2019 Sundown Concert Series at Cascades Park. This is our fifth year and we are making it bigger and better than before with a Presenting Sponsorship from Visit Tallahassee, A Division of Leon County to extend the series into the Fall. The Sundown Series consists of an additional three FREE public concerts held from September, October and November and will take place on Saturday evenings from 7pm-10pm. The lineup of local and regional performers covers a diverse range of music from Jazz, Motown, Folk, Americana and Rock.

The 2019 Fall series features up and coming national headliners paired with local opening bands to start the night off. Headliners include Royce Lovett, Emily Wolfe, and Black Joe Lewis and The Honeybees.

In addition to the live musical entertainment, there will be family friendly activities and local food trucks, as well as all the amazing amenities that Cascades Park has to offer including miles of trails, Discovery playground, and the Imagination Fountain. Attendees are welcome to bring their own food and drinks. Local nonprofits and food trucks will also be on site with food and beer available for purchase. 100% of alcohol sales at the event go to support local nonprofits. Big Bend Homeless Coalition, Connecting Everyone with Second Chances, Inc. The events are open to all ages, no tickets or advance registration are required. Registering through Eventbrite will give additional value- as downtown restaurants are offering 15% off your meal on the concert day with your registration. There is ample parking at and around Cascades Park; parking details available HERE. Patrons who do not want to drive can take advantage of the free Downtown Trolley.

CEO, Elizabeth Enmanuel stated: "These concerts are an incredible reflection of what makes Tallahassee unique. Thousands attended our summer series in the heat- to enjoy a family friendly live music from bands that are rising to the top of the national music scene. You'll be able to see you heard it in Tallahassee First. Partnering with Visit Tallahassee, a Division of Leon County, and the City of Tallahassee to extend the series allows us to further activate Capital City Amphitheatre and offer entertainment that will have a positive economic impact on the community. We look forward to three additional free fall concerts filling our park with friends and families!"

Event Coordinator, Elise Mathes: "Cascades Park is the perfect setting for an outdoor concert, and because the events are free and you can bring your own food and beverages or purchase them when you arrive, it is a stress-free and hassle-free experience." Thank you to our sponsors, Visit Tallahassee, A Division of Leon County, Grove Consulting, City of Tallahassee, North American Properties, Tri-Eagle Sales, Word of South Festival, Doubletree Hotel, and WTXL. Additional sponsorships are available to civic minded businesses that want to enhance experiences for our community.

Anyone interested in being a sponsor for the series should contact Tallahassee Downtown CEO, Elizabeth Enmanuel: [elizabeth.enmanuel@tdia.com](mailto:elizabeth.enmanuel@tdia.com)

**Series Lineup:**  
September 14: Royce Lovett with The Common Taters & The Turn-Up  
October 12: Word of South Presents Emily Wolfe with Revival  
November 9: Black Joe Lewis and The Honeybees with Pat Pickett Music

**Event Pages:** <http://thetallywire.com/downtown/>  
<https://www.facebook.com/TDowntown/>

###

Good day,

I'm working on producing the last spot for the series.

Here's the script.

If there are any changes needed let me know.

Thanks,  
[START]

**Mark your summer calendars for the FREE Sundown Concert Series at cascades park, hosted by Tallahassee Downtown Improvement Authority, with presenting sponsor Visit Tallahassee- A Division of Leon County.**

**The family friendly Series offers a free concert each month from 7-10pm and is open to all.**

**Join us Saturday August 17th for a concert featuring Drivin' n Cryin' with Revival.**

**Bring your own food and beverages- or choose from local food trucks and grab a beer- proceeds go to nonprofits.**

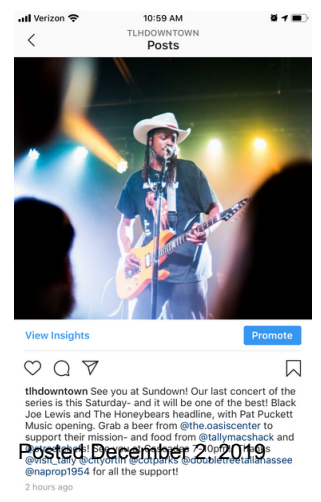
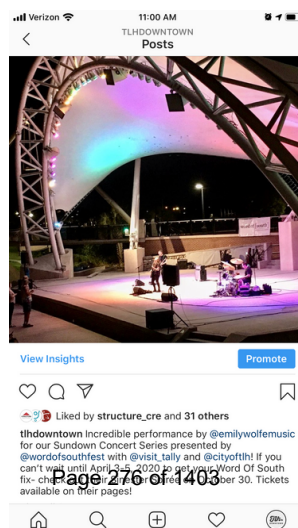
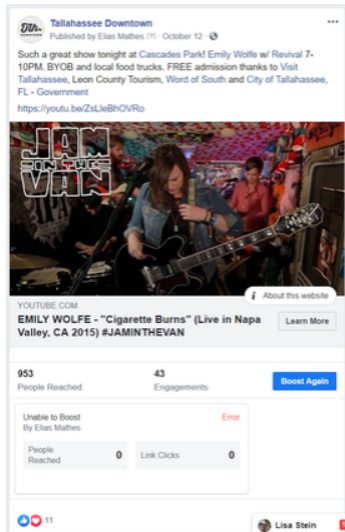
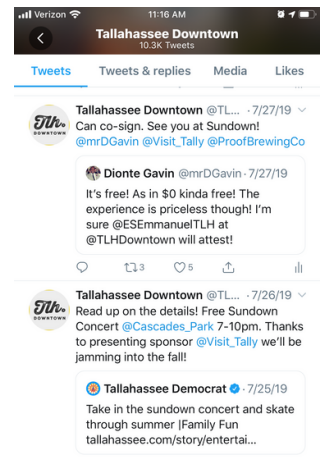
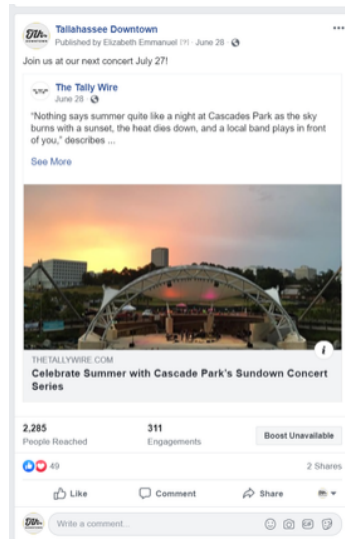
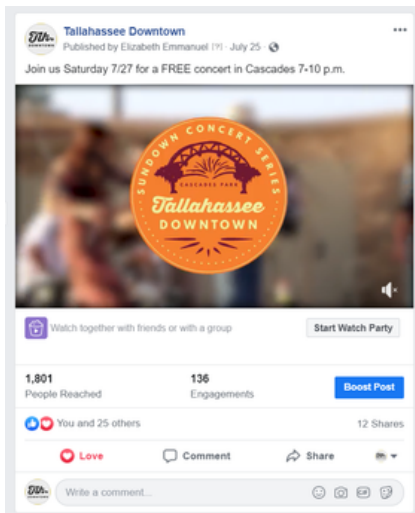
**Bring your Friends and Family and we will see you at sundown.**  
[END]

Mark Giles- Creative Services Producer  
Direct: 850-743-0998  
Newsroom: 850-894-6997  
[WTXL-TV ABC 7](#)

# presence on social media

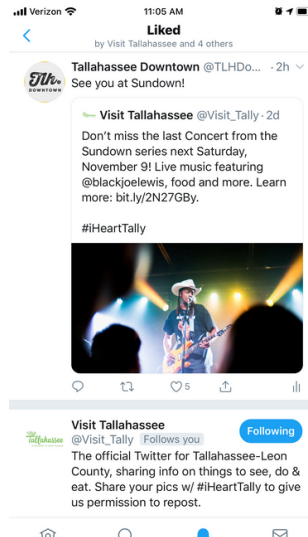
With a reach totaling nearly 40,000- just for posts regarding these events, 1,724 engagements with the posts, and twitter impressions totaling more than 10,000 and over 204 "likes" on instagram- your brand was put across A LOT of screens.

Published Examples:



# presence on social media

Also, we're really grateful when you share the love too-



And we talk about other great things you do for the community:





# Introductory and break time for announcements at concerts

We always ensured we thanked you from the Stage- especially since Dionte taught us a GREAT trick to write on the back of the fans!



But it was always the best when we had Visit TLH on stage to talk about all the good work you and Leon County accomplish!



Double bonus to have our Leon County Commissioner rep AND Visit TLH on stage at once! It doesn't get any better!



# Complimentary sponsor booth at events



We had your swag an information on display at all times!

And, to fully admit we actually didn't capture everything- we only have a cherished mental image of your table at the first concert. But here's the lasting impression it left on concert attendees- they are all in your glasses!



And this has to make you smile:





# Banner at events





# Access to sponsor lounge at events



# Access to sponsor parking at events

See Next Page for details



# Concert Series Sitemap



- |   |                                   |
|---|-----------------------------------|
| <b>1</b> INSTAGRAM ART WITH CITY OF TLH                   | <b>5</b> BEER TENT/ NP TABLE      |
| <b>2</b> SPONSOR TABLES                                   | <b>6</b> FOOD TRUCKS/ WATER WAGON |
| <b>3</b> PAVILION FOR LIVE PAINTER/ VISIT TLH TABLE/GAMES | <b>7</b> VENDOR/TABLE PARKING     |
| <b>4</b> SPONSOR LOUNGE                                   | <b>8</b> SPONSOR PARKING          |



# Highlights in press coverage- and talks



This slide and discussion of sponsors appeared at every talk we gave, check out the stats:




Date	Organization	Topic	Estimated Attendance
5/22/19	Greater Tallahassee Chamber of Commerce	Community Leadership Tour of Downtown	75
6/11/2019	Greater Tallahassee Chamber of Commerce	Professional Womens Forum: Where do we grow from here	250
7/25	Access Presentation	Developing Downtown	115
8/18	Chamber of Commerce Conference	Up and Coming Developments	350
8/28	Tallahassee Rotary Club	Downtown Tallahassee	150
			940

That's an extra 940 attendees that heard about the support you gave us- and how wonderful and appreciated it was.

# Promotion in videos, across social media

**Tallahassee Downtown**  
Published by Elizabeth Emmanuel [?] · July 25 ·

Join us Saturday 7/27 for a FREE concert in Cascades 7-10 p.m.



Watch together with friends or with a group Start Watch Party

1,808 People Reached 136 Engagements Boost Post


You and 25 others 12 Shares

Love Comment Share

Write a comment...

**Tallahassee Downtown**  
Published by Elizabeth Emmanuel [?] · November 9 at 11:00 AM ·

Join us tonight at Cascades Park for a FREE evening of live music performances by Black Joe Lewis and the Honeybears and Pat Puckett / Music. 7-10 PM. Big thanks to Visit Tallahassee, City of Tallahassee, FL - Government, North American Properties, DoubleTree by Hilton, and TriEagle Sales! See you at Sundown!



1,390 People Reached 112 Engagements Boost Post

38 1 Comment 4 Shares

Like Comment Share

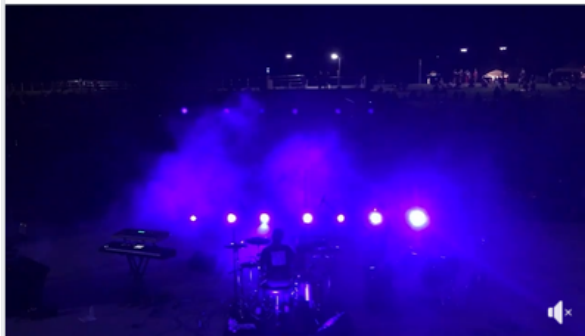
Most Relevant

Comment as Tallahassee Downtown

Mike Goldstein See you there! Like Reply Message · 1w · 1

**Tallahassee Downtown** is attending Sundown Concert Series: Royce Lovett w/ Common 'Taters Funk at Cascades Park. Published by Elias Mathes [?] · September 14 · Tallahassee ·

Royce Lovett taking the stage now until 10PM at Cascades Park! City of Tallahassee, FL - Government, Visit Tallahassee



Watch together with friends or with a group Start Watch Party

639 People Reached 53 Engagements Boost Post

12 1 Comment 2 Shares

Like Comment Share


Most Relevant

Write a comment...

Mimi Hearn Royce Johntel Lovett at Cascades in September. Watch "The Voice" and VOTE! Like Reply Message · 1w · 1

**Tallahassee Downtown**  
Published by thdowntown [?] · October 15 at 2:06 PM ·

Incredible performance by @emilywolfmusic for our Sundown Concert Series presented by @wordofsouthfest with @visit\_tally and @cityoftlh! If you can't wait until April 3-5, 2020 to get your Word Of South fix- check out their Sinister Soirée on October 30. Tickets available on their pages!



1,008 People Reached 36 Engagements Boost Post

19 3 Comments



# Oh What Fun!

Thank you for an incredible concert series season! This was a year of many firsts- and it wouldn't have been possible, as smooth or nearly as fun without your support.

On behalf of our board, and the community, your sponsorship made a difference in accomplishing the mission of our organization.

Based on the success- we're pretty confident we helped check some boxes on your mission too.

It was a pleasure working with you- and we look forward to the next opportunity!

Can't wait to see you Downtown!

*Emmanuel*

Elizabeth Emmanuel, CEO

Downtown Improvement Authority



# Leon County Board of County Commissioners

## Agenda Item #12

May 14, 2019

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

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

**Title:** Consideration of Funding for Additional Free and Family-Oriented Concerts at the Capital City Amphitheater

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Kerri L. Post, Director, Division of Tourism Dionte F. Gavin, Senior Operations Manager Nicki Paden, Management Analyst

### **Statement of Issue:**

This item seeks Board consideration of a proposal to provide additional free and family-oriented concerts at the Capital City Amphitheater, through an agreement with the Tallahassee Downtown Improvement Authority to extend its Sundown Summer Concert Series through the Fall of 2019.

### **Fiscal Impact:**

This item has a fiscal impact of \$30,000. Funding to support the extension of the 2019 Sundown Summer Concert Series is available in the Division of Tourism's existing budget for concerts at the Capital City Amphitheater.

### **Staff Recommendation:**

Option # 1: Authorize the County Administrator to execute a sponsorship agreement with the Tallahassee Downtown Improvement Authority in the amount of \$30,000 to extend its free and family-oriented concerts at the Capital City Amphitheater through Fall 2019, in a form to be approved by the County Attorney.

Title: Consideration of Funding for Additional Free and Family-Oriented Concerts at the Capital City Amphitheater  
May 14, 2019  
Page 2

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## Report and Discussion

### **Background:**

The extension of the Tallahassee Downtown Improvement Authority's (DIA) Sundown Summer Concert Series and provision of free and family-oriented concerts at the Capital City Amphitheater proposed in this item supports the following Economic 5-Year Target in the FY2017-FY2021 Strategic Plan:

- *Host 100,000 residents and visitors as part of the Amphitheater Concert Series (T4)*

This particular 5-Year Target aligns with the Board's Economy Strategic Priority:

- *(EC4) Grow our tourism economy, its diversity, competitiveness, and economic impact.*

This item seeks Board authorization to utilize the Division of Tourism's Concert Series funds in support of the Downtown Improvement Authority's efforts to provide additional free and family-oriented concerts at the Capital City Amphitheater. This item also seeks authorization for the County Administrator to execute a sponsorship agreement with the Downtown Improvement Authority to extend its free and family-oriented concerts at the Capital City Amphitheater specifically for Fall 2019.

In August 2012, the Board entered into an Interlocal Agreement with the City of Tallahassee authorizing the County, through the Division of Tourism, to facilitate the booking and promotion of up to 10 regional, ticketed concerts per year at the Capital City Amphitheater (Amphitheater) at Cascades Park. The County's Amphitheater Concert Series (Concert Series) was designed to enhance tourism-related economic development by attracting regional visitors and increasing subsequent overnight accommodations. As a part of this effort, the County has maintained a contract with Scott Carswell Presents LLC to serve as the Program Manager for the County's Concert Series to attract, promote, and produce the highest quality of performances at the Amphitheater. Since its official dedication in April 2014, the Amphitheater has become an important asset to the Tallahassee-Leon County community serving as a unique venue for high quality performances across the entertainment industry. Beyond the County's Concert Series events, the Amphitheater has also served as a community venue utilized throughout the year by a wide range of organizations for cultural and civic events.

In 2014, the DIA began hosting the Sundown Summer Concert Series on the third Saturday of the month from May to August. The four summer concerts are free to the public and have featured a diverse range of music from local and regional performers. In addition, entertainment has also been provided for children including face-painting, balloon animals, and other games. As part of the effort to continuously provide high quality entertainment to Leon County residents and regional visitors, while generating greater visibility for the Amphitheater as a performance venue, staff has identified the opportunity to partner with the DIA to support the expansion of the free and family-oriented concerts through the fall as recommended in this item.

Title: Consideration of Funding for Additional Free and Family-Oriented Concerts at the Capital City Amphitheater

May 14, 2019

Page 3

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**Analysis:**

Supported through sponsorships, the Sundown Summer Concert Series is free to the public and open to all ages with no advance registration or ticketing required. In addition to the benefit of free admittance, these sponsorships have also ensured consistency and a level of quality that has continued to attract both residents and visitors. Each year, the Sundown Summer Concert Series has proven to be successful, with a continuous growth in attendees each year. Last year, the DIA reported that the 2018 Sundown Summer Concert Series attracted approximately 2,500-3,000 attendees at each event. These summer concerts attract a large audience despite their occurrence during the non-peak season for visitors to the market and the hot climate associated with an outdoor venue.

The County's Concert Series, which is managed by Scott Carswell Presents LLC, is specifically tailored to feature national and international artists, charge attendees for the price of admission, and is provided certain allowances regarding sound levels and curfews under the County's Interlocal Agreement with the City to utilize the Amphitheater. This item seeks to build upon the DIA's success of activating the Amphitheater and Cascades Park venues by seeking the Board's approval to utilize the Division of Tourism's Concert Series funds to provide additional free and family-oriented concerts at the Capital City Amphitheater. These free concerts draw families of all ages to the downtown area during the hot summer months in support of local businesses. As described later in this analysis, this item also seeks authorization for the County Administrator to execute a sponsorship agreement with the DIA to extend its free and family-oriented concerts at the Capital City Amphitheater through November 2019.

*Three Additional Concerts through November 2019*

The County's sponsorship in the amount of \$30,000 would support the extension of the DIA's free and family-friendly concerts through the fall of 2019. The extension includes three additional concerts to be hosted during non-peak visitor weekends from September through November, to provide a total of seven concerts as proposed below:

- Saturday, May 18<sup>th</sup>
- Saturday, June 15<sup>th</sup>
- Saturday, July 27<sup>th</sup>
- Saturday, August 17<sup>th</sup>
- **Saturday, September 14<sup>th</sup>**
- **Saturday, October 12<sup>th</sup>**
- **Saturday, November 9<sup>th</sup>**

Building on the success of the existing DIA Sundown Summer Concert Series, the three additional concerts will not be considered part of the County's 10 regional, ticketed concerts hosted through the County's Concert Series. The DIA concerts are non-ticketed performances that feature more local and regional based performers at lower sound levels. Furthermore, the DIA will remain responsible for the booking, management, and operations for each of these free concerts. As part of the sponsorship agreement with the DIA, however, the County will receive recognition as a sponsor for all seven concerts hosted from May to November 2019. Upon the conclusion this sponsorship, staff will bring back an agenda item and analysis evaluating the turnout and success of these events, for consideration of future support through the County's Concert Series budget.

Title: Consideration of Funding for Additional Free and Family-Oriented Concerts at the Capital City Amphitheater  
May 14, 2019  
Page 4

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Should this sponsorship be successful in generating a strong turnout of attendees, the Division of Tourism will continue its support of these efforts through the Concert Series budget.

#### *Potential New Year's Eve Concert Event in December 2019*

To further activate the Capital City Amphitheater and offer entertainment that will generate an economic impact to the community, the Division of Tourism and DIA have also had preliminary conversations about hosting a concert at the Amphitheater on New Year's Eve. In recent years, the DIA has hosted fireworks shows at Cascades Park for New Year's Eve; however, historically these shows have ended relatively early and were unable to sustain attendance given the brief duration of the fireworks show. At this time, staff is exploring a collaboration with the DIA to expand the community's New Year's Eve offerings by putting on a concert performance at the Amphitheater at no charge to attendees. Similar to the Sundown Summer Concert Series, the December 31<sup>st</sup> concert would be part of a larger family-friendly event, managed and operated by the DIA, to include a fireworks show(s) to celebrate the New Year.

However, based on the performers booked for the evening and the required sound levels, the New Year's Eve concert may require the services of Scott Carswell Presents under the County's existing contract and may also count as one of the County's ten concerts allowed at the Amphitheater by the City. This arrangement would be very similar to the larger performances associated with the Word of South Festival in recent years. Given the nature of New Year's Eve as an annual celebratory event, staff has encouraged the DIA to apply for a County Tourism grant in support of this initiative.

#### *Conclusion*

Should the Board authorize the utilization the Division of Tourism's Concert Series funds in support of these free and family-oriented concerts at the Capital City Amphitheater, staff will coordinate with the DIA to execute a sponsorship agreement in the amount of \$30,000 for the additional three concerts through November 2019, in a form approved by the County Attorney. Staff will bring back an agenda item and analysis evaluating the County's sponsorship of these events. Should this sponsorship demonstrate success in generating a strong turnout of attendees, the Board may wish to provide ongoing support through the Concert Series budget. Recognition of the County's sponsorship will be for all seven of the family-oriented concerts planned for May through November. The DIA is expected to formally consider expanded free concert series at its meeting on May 13, 2019.

In addition to the initiatives presented in this agenda item to further activate the Amphitheater, a budget discussion item is being prepared for the Board's June 18<sup>th</sup> Budget Workshop regarding additional strategies and opportunities to attract world renowned performers to the Amphitheater as part of the County's Concert Series based on feedback from the County's contract Program Manager.

Title: Consideration of Funding for Additional Free and Family-Oriented Concerts at the Capital City Amphitheater

May 14, 2019

Page 5

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**Options:**

1. Authorize the County Administrator to execute a sponsorship agreement with the Tallahassee Downtown Improvement Authority in the amount of \$30,000 to extend its free and family-oriented concerts at the Capital City Amphitheater through Fall 2019, in a form to be approved by the County Attorney.
2. Do not authorize the County Administrator to execute a sponsorship agreement with the Tallahassee Downtown Improvement Authority in the amount of \$30,000 to extend its free and family-oriented concerts at the Capital City Amphitheater through Fall 2019.
3. Board direction.

**Recommendation:**

Option #1



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #17**

# Leon County Board of County Commissioners

## Agenda Item #17

December 10, 2019

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

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

**Title:** Annual Status Report on the Sidewalk Program Implementation

<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
<b>Lead Staff/ Project Team:</b>	Charles Wu, P.E., Director, Engineering Services Roshaunda Bradley, Administrative Services Manager

### **Statement of Issue:**

Pursuant to Board Policy No. 13-1, "Sidewalk Eligibility and Criteria for Implementation," this item provides the Board an annual status report on the County's sidewalk activities and seeks Board direction on the addition of new sidewalk segments.

### **Fiscal Impact:**

This item has a fiscal impact. Leon County currently funds sidewalk construction from half of the County's share of the additional five-cent gas tax and the Blueprint 2020 sales tax. As approved in the multiyear (FY 2019 – FY 2021) fiscal plan, \$4.8 million is included in the Capital Improvement Program.

### **Staff Recommendation:**

Option #1: Accept the FY 2019 annual status report on the Sidewalk Program implementation.

Option #2: Direct staff to include the following sidewalks in the Approved Sidewalk List for community enhancements:

- a. Tier 2: Buck Lake Road – Walden Road to Alameda Drive; Whirlaway Trail – Pimlico Drive to the eastern end of Whirlaway Trail; and Thornton Road – Mahan Drive to Miccosukee Road
- b. Tier 3: Alameda Drive – Buck Lake Road to Walden Road
- c. Tier 4: Miccosukee Road – Meridian Street to Georgia Street

## Report and Discussion

### **Background:**

This status report provides an update on the County's Sidewalk Program activities during FY 2019, which advances the following FY2017-FY2021 Strategic Initiative and 5-Year Target:

- *Continue to work with the Florida Department of Transportation for safety improvements on State and County roadways to include accessibility enhancements, street lighting installations, sidewalk additions, safety audits, and intersection improvements. (2017-9)*
- *Construct 30 miles of sidewalks, greenways, and trails. (T8)*

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

- *(Q5) Support strong neighborhoods.*
- *(Q6) Promote livability, health and sense of community by enhancing mobility, encouraging human scale development, and creating public spaces for people.*

Pursuant to Policy No. 13-1, staff annually provides the Board an update on sidewalk activities (Attachment #1) and seeks Board direction on the addition of any new sidewalk segments.

Prior to implementation of the Sidewalk Program in FY 2016, the only local roads eligible for sidewalks were Safe Routes to Schools (SRTS). The County did not have a program to fund other important sidewalk projects. SRTS is a federal initiative aimed primarily at removing impediments to elementary and middle school children being able to walk or ride their bike to school. The current SRTS project list was adopted by the Board based on a 2014 countywide SRTS study conducted by CRTPA. In developing this list of SRTS projects, the CRTPA worked with each school and Parent Teacher Organizations to identify improvements needed to enable children to walk or bike to school. The study area was two miles for all schools, but for elementary schools the practical walking area is really closer to a mile or less. This study produced a list of new sidewalks, with an associated cost of approximately \$11 million for those sidewalk segments located in the unincorporated area of Leon County.

While the Board acknowledged that SRTS sidewalks were of the highest priority, the Board also recognized that other sidewalks throughout the County provided a significant benefit which warranted funding consideration. As a result, during the April 28, 2015 Budget Workshop, and ratified at the May 12, 2015 meeting, the Board adopted the revised Policy No. 13-1, "Sidewalk Eligibility and Criteria for Implementation" (Attachment #2) and approved the SRTS and Community Sidewalk Enhancements Tier Prioritization List. Policy No. 13-1 provided for the new, community sidewalk enhancement category; prioritization of projects into four tiers within the SRTS and Community Sidewalk Enhancement categories; and allocated funding for SRTS and Community Sidewalk Enhancements at 60% and 40%, respectively.

The County's Sidewalk Program includes the two categories and funding allocations for several reasons:

- The revised SRTS list adopted by the Board in May 2015 added approximately \$11 million of sidewalk segments serving local students which otherwise would consume all the sidewalk funding.
- The SRTS Program provides federal funding through the state for sidewalk segments closest to schools and does not support the need associated with other community assets (parks, libraries, shopping districts).
- Growing public interest at the time called for constructing sidewalks to support these community assets which is being achieved through the 40% funding share for Community Sidewalk Enhancement projects.

Following the April 2015 workshop, staff proceeded to complete the sidewalk projects that were in progress prior to the new policy adoption. The following reflects the status of these projects to date:

*Completed Projects:*

- Timberlane Road – Deer Lane Drive to Meridian Road
- North Monroe Street – Clara Kee Boulevard to Harriet Drive
- Fred George Road - Mission Road to the Fred George Park

*Projects in progress:*

- Chaires Cross Road – Chaires Elementary School to Parkhill Road
- Gearhart Road – Mission Road to Capital Circle Northwest
- Woodville Highway – Natural Bridge Road to Hickory Lane

**Analysis:**

Beginning FY 2016, staff began implementing the SRTS and Community Sidewalk Enhancement projects consistent with the methodology identified in Policy No. 13-1. To date, 56% of the funding (\$2.2 million) has been spent towards SRTS and the other 44% (\$1.8 million) to the Community Sidewalk Enhancements. Staff anticipates completing all SRTS projects (Tiers 1-3) within the next five years, at which time 100% of funding will shift to the Community Sidewalk Enhancement category (unless the CRTPA and School Board develop a new SRTS list based on population increases, new schools, etc.). It is worth noting that the majority of SRTS projects are much shorter in length than the Community Sidewalk Enhancements projects, thus requiring less funding to construct. Since the Community Sidewalk Enhancement projects have longer distances, they require more rights-of-way acquisitions resulting in increased costs. Based on anticipated funding levels, it could take fifteen or more years to complete the current list of Community Sidewalk Enhancement projects.

The order by which construction occurs on specific projects is dictated by physical, design/permitting, and funding constraints while also adhering to the 60/40 funding allocation for SRTS and Community Enhancement projects. The following reflects the current status of sidewalk projects. Additional information on each project can be found in the Status Report provided in Attachment #1.

#### Safe Route to Schools Projects

Staff anticipates completing all SRTS projects within the next five years. At this time, all SRTS Tier 1 projects have been programmed through construction by FY 2022. Pursuant to Policy No. 13-1, staff has also begun work on Tier 2 projects. The following reflects the status of these projects to date:

##### *Tier 1 Completed Projects:*

- Chadwick Way – Bull Headley Road to Deer Lake
- Natural Bridge Road – Woodville Highway to Taff Road
- Beech Ridge Trail – Kinhega Drive to Lawton Chiles Drive
- Lonnie Road – Torchmark Lane to Dempsey May Road
- Old Bainbridge Road – Seventh Avenue to Volusia Street

##### *Tier 1 Projects in progress:*

- Tram Road – Gaile Avenue to Crossing Rocks Road
- Perkins Road – Point View Drive to Roweling Oaks Court
- Timberlane Road – Martin Hurst Road to Market Square
- Killlearn Lakes Greenway Trail – Deerlake West at the Middle School Crosswalk to Copperfield Circle
- Blountstown Highway – Williams Landing Road to existing sidewalk east of Campus

##### *Tier 2 Projects in progress:*

- Chaires Cross Road – Green Oaks Drive to Boykin Road
- Westway Road – Crawfordville Road to Capital Circle SW
- Lakeshore Drive – Mays Road to Litchfield Road
- Blountstown Highway – Merry Robin Road to Sir Richard Road.

#### Community Sidewalk Enhancements Projects

The following Community Sidewalk Enhancement Tier 1 projects are currently in progress:

- Old St. Augustine Road – Indian Head to Blair Stone Road
- Old St. Augustine Road – Blair Stone Road to Paul Russell Road
- Old St. Augustine Road – Paul Russell to Midyette
- Old St. Augustine – Midyette to Capital Circle
- Gadsden Street – Ingleside Avenue to Seventh Avenue

- Gadsden Street – Seventh Avenue to Eighth Avenue
- Tram Road – Crossing Rocks Road to Capital Circle
- Crowder Road – US 27 to Lake Jackson Landing and Indian Mound Road
- Maclay Road – Meridian Road to the east of Bobbin Brook East.

#### Partner Agency Coordination

Staff works closely with partner agencies, including the City of Tallahassee, Blueprint, and Florida Department of Transportation for coordination and joint funding opportunities for sidewalk projects. For example, the Gearhart Road sidewalk from Mission Road to Capital Circle Northwest will be jointly funded with the City for the segment inside the City limits from CSX Railroad to Capital Circle Northwest.

Staff has had preliminary discussions with Blueprint for project coordination and joint funding on the following sidewalk projects: Tram Road from Gaile Avenue to Crossing Rocks Road and Crossing Rocks Road to Capital Circle. Blueprint is managing the Tram Road Greenway Trail project, from Cornelia Street to Capital Circle Southeast, as identified in the Greenways Master Plan. The County has two sidewalk projects on Tram Road: Gaile Avenue to Crossing Rocks Road (SRTS) and Crossing Rocks Road to Capital Circle Southeast (Community Sidewalk Enhancement). Blueprint has requested the County's consideration to extend the SRTS project from Gaile Avenue to Cornelia Street with funding provided by Blueprint.

Any joint project agreements with partner agencies would be brought back to the Board for consideration. Based on the information provided to date, staff is supportive of the request by Blueprint and will prepare an agenda item for the Board's consideration.

#### Projects on FDOT Right-of-Way

With respect to sidewalk segments on FDOT roadways, the Sidewalk Policy provides that staff will prepare plans and acquire permits in order to be able to better position/leverage other funds for the sidewalk construction such as FDOT or Federal Highway Administration (FHWA) grants, as the County's leveraging efforts are more likely to be successful with "shovel ready" construction plans. However, once all the necessary permits have been obtained, the Board may choose to direct staff to proceed with the construction of the sidewalk on FDOT right-of-way.

Three SRTS projects on FDOT roadways are nearing the completion of design and permitting:

- Woodville Highway (Natural Bridge Road to Hickory Lane) – This sidewalk will provide a safe pedestrian walk path to Woodville Pre~K - 8<sup>th</sup> School. The total length of the sidewalk is approximately 1,800 feet with an estimated project cost of \$135,860 (very few physical or environmental constraints along this segment resulting in a lower cost per linear foot than the other projects)
- Blountstown Highway (Williams Landing Road to the existing sidewalk east of Fort Braden School) – This sidewalk will provide a safe walk path to Fort Braden School on the

north side of Blountstown Highway. The total length is approximately 2,200 feet with an estimated project cost of \$502,000.

- Blountstown Highway (Merry Robin Road to Sir Richard Road) – This sidewalk project will provide a safe walk path on the south side of Blountstown Highway to Fort Braden School. The total length is 1,300 feet with an estimated project cost of \$455,000.

FDOT has indicated to staff that State funding for these segments is currently not available for FY 2020, however the projects can be submitted for a SRTS grant application for consideration for future funding.

#### SRTS Grant Funding

The current SRTS project list was developed based on a 2014 countywide SRTS study conducted by CRTPA. This was a one-time study, and CRTPA has indicated there are no plans for any updates. Thus, any future studies will be the responsibility of the County. In past years, the data collected in the 2014 study was used to apply for SRTS grants. Recently, FDOT notified staff of changes to the process for applying for grants, now requiring a new labor-intensive study be conducted as part of the SRTS grant application for each school. The new study must include the following for each school:

- a. A school-based SRTS Committee to be formed
- b. Minimum one Committee meeting
- c. Public Notification of the SRTS meeting
- d. Student in-class travel tally
- e. Parent survey
- f. Proof of public support
- g. Number of students walking or bicycling to the school
- h. Number of students living near the school
- i. Traffic data and evaluation

The data collected for each school is valid for two years. If the grant is not awarded during that period, a new study must be conducted before submitting the application again. Each SRTS study is time consuming and requires coordination with multiple agencies. Generally, the SRTS grant applications can be submitted in September through December each year.

Considering the new lengthy process of data collection for each school and the emphasis to prioritize SRTS projects, staff proposes pursuing state grant funds for the three “shovel ready” projects on FDOT right-of-way totaling nearly \$1.1 million. Considering these projects are nearing completion of design, the County is in a favorable position for grant leveraging. In order to have all data collected in time for the next SRTS grant application cycle, staff will begin the data gathering process in January 2020 and anticipates combining the two sidewalk projects in proximity to Fort Braden School into a single grant application.

The undertaking and outcome associated with this new grant application process for SRTS funding will inform how the County will pursue these grants in future years. The data collected through a staff intensive process may be ineffectual if FDOT does not award the grant funds within the prescribed two-year window.

### Consideration of Additions to the Approved List

Policy No. 13-1 requires that additions to the approved sidewalk list are to be presented to the Board for its consideration. The proposed new sidewalk segments must meet at least one of the required policy criteria. Five segments have been submitted by the public, evaluated based on the criteria, and recommended to be included in the approved Community Sidewalk Enhancement Project List:

- Tier 2 (meets 3 of the policy criteria)
  - Buck Lake Road – from Walden Road to Alameda Drive
  - Whirlaway Trail – from Pimlico Drive to the eastern end of Whirlaway Trail
  - Thornton Road – Mahan Drive to Miccosukee Road
- Tier 3 (meets 1-2 of the policy criteria)
  - Alameda Dr - Buck Lake Road to Walden Road
- Tier 4 (meets more than one criterion and one side of the street has an existing sidewalk)
  - Miccosukee Road - Meridian Street to Georgia Street.

In consideration of this status report, the Board may also wish to propose segments to be evaluated based on the establish evaluation criteria.

### **Options:**

1. Accept the FY 2019 annual status report on the Sidewalk Program implementation.
2. Direct staff to include the following sidewalks in the Approved Sidewalk List for community enhancements:
  - a. Tier 2: Buck Lake Road – Walden Road to Alameda Drive; Whirlaway Trail – Pimlico Drive to the eastern end of Whirlaway Trail; and Thornton Road – Mahan Drive to Miccosukee Road
  - b. Tier 3: Alameda Drive – Buck Lake Road to Walden Road
  - c. Tier 4: Miccosukee Road – Meridian Street to Georgia Street
3. Do not accept the FY 2019 annual status report on the Sidewalk Program implementation.
4. Board direction.

### **Recommendation:**

Options #1 and #2

### Attachments:

1. FY 2019 Sidewalk Status Report
2. Policy No. 13-1 “Sidewalk Eligibility Criteria and Implementation Policy”



# Leon County Board of County Commissioners

## Status Report: Sidewalk Program

### **Background:**

Pursuant to Board Policy No. 13-1, “Sidewalk Eligibility and Criteria for Implementation”, this status report provides the Board an annual update on sidewalk activities and seeks Board direction on the addition of new sidewalk segments.

Prior to implementation of the Sidewalk Program, the only local roads eligible for sidewalks were Safe Routes to Schools (SRTS). The County did not have a program to fund other important sidewalk projects. SRTS is a federal initiative aimed at removing impediments to primarily elementary and middle school children being able to walk or ride their bike to school. The current SRTS project list was developed based on a 2014 countywide SRTS study conducted by CRTPA. In developing this updated SRTS list, the CRTPA worked with each school and Parent Teacher Organizations to identify improvements needed to enable children to walk or bike to school. The study area was two miles for all schools, but for elementary schools the practical walking area is really closer to a mile or less. This study produced a list of new sidewalks, with an associated cost of approximately \$11 million for those sidewalk segments located in the unincorporated area of Leon County.

While the Board acknowledged that SRTS sidewalks were of the highest priority, the Board also recognized that other sidewalks throughout the County provided a significant benefit which warranted funding consideration. As a result, during the April 28, 2015 Budget Workshop, and ratified at the May 12, 2015 meeting, the Board adopted, revised Policy 13-1, “Sidewalk Eligibility and Criteria for Implementation” and approved the SRTS and Community Sidewalk Enhancements Tier Prioritization List. Policy 13-1 provided for the new, community sidewalk enhancement category; prioritization of projects into four tiers within the SRTS and Community Sidewalk Enhancement categories; and allocated funding for SRTS and Community Sidewalk Enhancements at 60% and 40%, respectively.

*Table #1: Sidewalk Policy Prioritization and Funding Allocation*

<b>Tier<sup>1</sup></b>	<b>Safe Routes to School (60% Funding Allocation)</b>	<b>Community Sidewalk Enhancements (40% Funding Allocation)</b>
1	Meets no less than 4 of the criteria	Meets no less than 4 of the criteria
2	Meets 3 of the criteria	Meets 3 of the criteria
3	Meets 1 to 2 of the criteria	Meets 1 to 2 of the criteria
4 <sup>2</sup>	Meets no less than one of the criteria, however one side of the street has an existing sidewalk	Meets no less than one of the criteria, one side of the street has an existing sidewalk

<sup>1</sup> Prioritization tiers, with Tier 1 being the highest priority level and Tier 4 the lowest priority level.

<sup>2</sup> Unless the Board specifically directs otherwise, once a roadway has a sidewalk on one side of the street, the priority for placing a sidewalk on the opposite side of the street for the same segment shall automatically be reclassified as a Tier 4 project, if it remains on the Approved Sidewalk List.

The County's Sidewalk Program includes the two categories and funding allocations for several reasons: (a) the revised SRTS list adopted by the Board in May 2015 added approximately \$11 million of sidewalk segments serving local students which otherwise would could consume all the sidewalk funding; (b) the SRTS program focuses on roads closest to the schools and does not support the needs associated with other community assets (parks, libraries, shopping districts); and (c) growing public interest at the time called for constructing sidewalks to support these community assets which is being achieved through the 40% funding share for Community Sidewalk Enhancement projects.

With respect to project implementation, the Sidewalk policy provides:

1. All projects within a given tier have equal priority. Therefore, (1) staff will program and facilitate the design, construction, and permitting of all sidewalk segments within a given priority tier, and (2) all projects within a given priority tier will be programmed through construction prior to beginning work on projects in a lower tier. The order by which construction occurs will be dictated by physical, design/permitting, and funding constraints.
2. With respect to segments on Florida Department of Transportation (FDOT) roadways, staff will prepare plans and acquire permits in order to be able to better position/leverage other funds for the sidewalk construction such as FDOT or Federal Highway Administration (FHWA) grants. Once all the necessary permits have been obtained, the Board may direct staff to proceed with the construction of a sidewalk on FDOT right-of-way.

Projects may be considered for addition to the sidewalk list as follows:

1. Staff will evaluate new sidewalk segments proposed for construction within the unincorporated area of Leon County through the use of County funds. Those proposed new sidewalk segments that meet no less than one of the criteria will be presented to the Board for its consideration. Only those sidewalk segments approved by the Board will be added to the approved sidewalk list.
2. New sidewalk segments located outside the Urban Service Area (USA), and not on the SRTS list, are not eligible for addition to the list unless the Board makes an exception.

#### **Analysis:**

Following the April 2015 workshop, staff proceeded to complete the sidewalk projects that were in progress prior to the new policy adoption. Construction of these projects would complete the prior list of SRTS. The following includes a summary of the status of these projects to date:

1. Timberlane Road from Deer Lane Drive to Meridian Road: Construction has been completed.
2. Chaires Cross Road from Chaires Elementary School to Parkhill Road: Right-of-way needs have been identified and staff is currently in the process of acquiring easements for permits and construction.
3. Gearhart Road from Mission Road to Capital Circle Northwest: The sidewalk inside CSX Railroad property has been constructed on the south side of Gearhart Road. The drainage system under the railroad and to the north side is complete. The segment from CSX Railroad to Capital Circle Northwest is under design and permitting. This construction will be jointly funded with the City for the segment inside the City limits. In lieu of paying the County for the segment inside the City limits, the City has agreed to build a 10-foot

Title: Status Report on the Sidewalk Program  
December 10, 2019  
Page 3

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trail along Tram Road from Capital Circle SE to Four Oaks Boulevard as part of the new City Park project.

4. Magnolia Drive Multi-Use Trail was removed from the sidewalk list as all future funding for design, permitting, and construction is being provided by Blueprint. Phase 1 construction has been completed. Through a Joint Project Agreement with Blueprint and the developer, the Magnolia Drive Shared Use Trail from Adams Street to South Monroe Street has been completed as part of the Big Bend Cares Site construction. With citizens' input, the Blueprint Intergovernmental Agency Board directed staff to provide a vegetative buffer between the curb and the trail in addition to underground electric for the remaining Magnolia Drive Shared Use Trail. The remaining trail segments from South Monroe Street to Apalachee Parkway are being redesigned. The right-of-way acquisition process began Summer 2018.
5. Woodville Highway from Natural Bridge Road to Hickory Lane: Design for this segment is complete. The FDOT connection permit application is currently under review and is anticipated for approval in FY 2020.
6. North Monroe Street from Clara Kee Boulevard to Harriet Drive: This project was awarded a SRTS federal grant for construction. Because this project is inside the FDOT rights-of-way, FDOT decided to manage this project directly. Staff turned over the 90% design plans to FDOT to continue the work. Construction for this segment was completed in September 2019.

Beginning FY 2016, staff began implementing the SRTS and Community Sidewalk Enhancement projects consistent with the methodology identified in Policy No. 13-1. Table 2 provides a general range of timelines when construction will begin on sidewalk projects; the table was developed with the following assumptions and understandings:

- The schedule is based on projected funding and does not address the constructability/right-of-way issues that many of the segments will need to overcome.
- Cost estimates are generalized based on expected level of difficulty to implement. However, right-of-way acquisition is always unpredictable, and costs can be elevated by the level of difficulty during the acquisition process.
- To be conservative, staff included the cost of FDOT roads in the timeline. If FDOT funds can be leveraged, projects can be advanced. The years are a range for construction to start. Once the program gets started with consistent funding, project delivery will smooth out.
- Staff assumed that after the completion of the current SRTS sidewalk list (Tiers 1-3), all revenue would be shifted towards implementation of the Community Sidewalk Enhancements list. If in this period the CRTPA and School Board develop a new SRTS list, the implementation schedule would be revised based on Board direction at that time.

Title: Status Report on the Sidewalk Program  
December 10, 2019  
Page 4

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*Table #2: Projected Future Sidewalk Funding Allocation and Implementation Schedule*

Tier	Safe Routes to School		Community Sidewalk Enhancements	
	Est. Cost*	Timeframe to Begin Construction**	Est. Cost*	Timeframe to Begin Construction**
1	\$3.4 million	FY16 – FY20	\$8.6 million	FY16 - FY23
2	\$3.9 million	FY21 - FY23	\$17.5 million	FY24 - FY29
3	\$3.0 million	FY23 - FY25	\$7.7 million	FY30 - FY31
4	n/a	n/a	\$11.6 million	FY32 - FY36

\* Sales Tax and Gas Tax revenues are projected to be enough to support these projects.

\*\*Cost estimates and timeframes will be refined annually as projects move through design, permitting and right-of-way acquisition.

### **Safe Route to Schools Projects: Current Status**

Staff anticipates all SRTS sidewalk segments to be under construction within the next five years. The following reflects the status of the Safe Routes to Schools Tier 1 projects that are in process to date:

- Tram Road, Zillah Street to Crossing Rocks Road: Design was changed due to stormwater issues and utility conflicts, resulting in the sidewalk being moved to the south side. In order to further improve the safe access with continuity, the sidewalk is extended westward to Gaile Avenue from Crossing Rocks Road. Construction is planned for summer 2020.
- Chadwick Way, Bull Headley Road to Deer Lake: Construction is completed.
- Natural Bridge Road, Woodville Highway to Taff Road: Construction is completed.
- Beech Ridge Trail, Kinhega Drive to Lawton Chiles Drive: Construction is completed.
- Lonnie Road, Torchmark Lane to Dempsey May Road: Construction is completed.
- Perkins Road, Point View Drive to Roweling Oaks Court: The safety improvements to the existing sidewalk on Perkins Road approaching Point View Drive including existing curb ramps and crosswalk design modifications are in construction.
- Blountstown Highway from Williams Landing Road to existing sidewalk east of Campus: 90% design has been completed and under review by FDOT. Staff anticipates design to be completed early in FY 2020.
- Timberlane Road from Martin Hurst Road to Market Square: Staff is developing options to address the pedestrian safety enhancement with the Market Square Sense of Place project. The design work continues with anticipated construction in FY 2020.
- Old Bainbridge Road from 7<sup>th</sup> Avenue to Volusia Street: Construction is completed.
- Killlearn Lakes Greenway Trail from Deerlake West at the Middle School Crosswalk to Copperfield Circle: Design is completed. Because of the project location's proximity to the school, the construction will be scheduled during the spring or summer break in 2020.

Title: Status Report on the Sidewalk Program  
December 10, 2019  
Page 5

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At this time, all SRTS Tier 1 projects have been programmed through construction; therefore, per Policy No. 13-1, staff may begin work on Tier 2 projects. The following reflects the status of the Safe Routes to Schools Tier 2 projects that are in process to date:

- As noted in the FY 2017 Status Report, the following SRTS Tier 2 projects were submitted for the SRTS Grant:
  - Chaires Cross Road - Green Oaks Drive to Boykin Road
  - Westway Road - Crawfordville Road to Capital Circle SW
  - Lakeshore Drive - Mays Road to Litchfield RoadGrants were not awarded for these three projects; however, staff will continue to explore opportunities to leverage Federal and/or State funds to build these projects.
- Blountstown Highway from Merry Robin Road to Sir Richard Road: For a more holistic approach, this Tier 2 project on the south side of Blountstown Highway was combined with the Tier 1 SRTS project on the north side of Blountstown Highway from Williams Landing Road to the existing Crosswalk east of the School Campus. Due to the close proximity of the two segments, it was more cost efficient to design both projects concurrently. This project is approaching 90% design completion.

### **SRTS Projects on FDOT Right-of-Way**

With respect to sidewalk segments on FDOT roadways, the Sidewalk Policy provides that staff will prepare plans and acquire permits in order to be able to better position/leverage other funds for the sidewalk construction such as FDOT or Federal Highway Administration (FHWA) grants, as the County's leveraging efforts are more likely to be successful with "shovel ready" construction plans. However, once all the necessary permits have been obtained, the Board may choose to direct staff to proceed with the construction of the sidewalk on FDOT right-of-way.

Three SRTS projects on FDOT roadways are nearing the completion of design and permitting:

- Woodville Highway (Natural Bridge Road to Hickory Lane) – This sidewalk will provide a safe pedestrian walk path to Woodville Pre~K - 8<sup>th</sup> School. The total length of the sidewalk is approximately 1,800 feet with an estimated project cost of \$135,860.
- Blountstown Highway (Williams Landing Road to the existing sidewalk east of Fort Braden School) – This sidewalk will provide a safe walk path to Fort Braden School on the north side of Blountstown Highway. The total length is approximately 2,200 feet with an estimated project cost of \$502,000.
- Blountstown Highway (Merry Robin Road to Sir Richard Road) – This sidewalk project will provide a safe walk path on the south side of Blountstown Highway to Fort Braden School. The total length is 1,300 feet with an estimated project cost of \$455,000.

FDOT has indicated to staff that State funding for these segments is currently not available for FY 2020, however the projects can be submitted for a SRTS grant application for consideration for future funding.

Title: Status Report on the Sidewalk Program  
December 10, 2019  
Page 6

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### **SRTS Grant Funding**

As noted, the SRTS project list was developed based on a 2014 countywide SRTS study conducted by CRTPA. This was a one-time study, and CRTPA has indicated there are no plans for any updates. Thus, any future studies will be the responsibility of the County. In past years, the data collected in this study was used to apply for SRTS grants. Recently, FDOT notified staff of changes to the process for applying for grants, now requiring a new study be conducted as part of the SRTS grant application for each school. The new study must include the following for each school:

- a. A school-based SRTS Committee to be formed
- b. Minimum one Committee meeting
- c. Public Notification of the SRTS meeting
- d. Student in-class travel tally
- e. Parent survey
- f. Proof of public support
- g. Number of students walking or bicycling to the school
- h. Number of students living near the school
- i. Traffic data and evaluation

The data collected for each school is valid for two years. If the grant is not awarded during that period, a new study must be conducted before submitting the application again. Each SRTS study is time consuming and requires coordination with multiple agencies. Generally, the SRTS grant applications can be submitted in September through December each year.

Considering the new lengthy process of data collection for each school and the emphasis to prioritize SRTS projects, staff proposes pursuing state grant funds for the three “shovel ready” projects on FDOT right-of-way totaling nearly \$1.1 million. Considering these projects are nearing completion of design, the County is in a favorable position for grant leveraging. In order to have all data collected in time for the SRTS grant applications, staff will begin the data gathering process in January 2020.

### **Community Sidewalk Enhancements Projects: Current Status**

The following reflects the status of the Community Sidewalk Enhancement Tier 1 projects that are in process to date:

- Old St. Augustine Road, Indian Head to Blair Stone Road: Currently working on design; right-of-way acquisition is slated for FY 2020, with construction anticipated to start in FY 2021.
- Old St. Augustine Road, Blair Stone Road to Paul Russell Road: Currently working on design; right-of-way acquisition is slated for FY 2020, with construction anticipated to start in FY 2021.
- Gadsden Street – Ingleside Avenue to Seventh Avenue: The segment from Ingleside Avenue to Sixth Avenue has been completed as part of a City of Tallahassee Local Agency Program (LAP) project. The remaining portion from Sixth Avenue to Seventh Avenue is under design and additional rights-of-way may be needed. With the Midtown Area Transportation Plan under development, the traffic circulation and pattern in this area will

Title: Status Report on the Sidewalk Program  
December 10, 2019  
Page 7

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change. Staff is working closely with our partners to incorporate any potential changes into the sidewalk design consideration. After a feasibility study to use the existing right-of-way without additional property acquisitions, staff recommends the northbound outside through lane to be eliminated and use the space for sidewalk construction

- Gadsden Street from Seventh Avenue to Eighth Avenue: Based on the preliminary engineering analysis, including traffic study to explore the feasibility of using existing right-of-way without additional property acquisitions, it is concluded that elimination of the northbound outside through lane can provide enough space for the sidewalk construction without additional rights-of-way. With the Midtown Area Transportation Plan under development, the traffic circulation and pattern in this area will change. Staff is working closely with our partners to incorporate any potential changes into the sidewalk design consideration.
- Tram Road from Crossing Rocks Road to Capital Circle: Currently under design.
- Crowder Road from US 27 to Lake Jackson Landing and Indian Mound Road: The sidewalk along Indian Mound Road is under construction and the sidewalk construction along Crowder Road is anticipated to be completed in spring 2020.
- Maclay Road from Meridian Road to City Limits: Preliminary engineering study has been completed and is under final design.

### **Remaining Tier 1 Community Sidewalk Enhancement Projects**

Policy No. 13.1 provides that all projects within a given tier be programmed through construction prior to beginning work in another tier. Projects will continue to be reviewed annually based on issues related to design/permitting, right-of-way acquisition, and available funding. The remaining Tier 1 Community Sidewalk Enhancements projects include:

- Old Saint Augustine Road, Paul Russell to Midyette: Concept Study (FY 2020); Design and Permitting (FY 2021)
- Old St. Augustine - Midyette to Capital Circle: Concept Study (FY 2020); Design and Permitting (FY 2021)

### **Funding Allocations**

To date, 56% of the funding (\$2.2 million) has been spent towards SRTS and the other 44% (\$1.8 million) to the Community Sidewalk Enhancements. Staff anticipates completing all SRTS projects (Tiers 1 – 3) within the next five years, at which time 100% of funding will shift to the Community Sidewalk Enhancement category (unless the CRTPA and School Board develop a new SRTS list based on population increases, new schools, etc). It is worth noting that the majority of SRTS projects are much shorter in length than the Community Sidewalk Enhancements projects, thus requiring less funding to construct. Since the Community Sidewalk Enhancement projects have longer distances, they require more rights of way acquisitions resulting in increased costs. Based on current funding levels, it could take fifteen or more years to complete the current list of Community Sidewalk Enhancement projects.

The order by which construction occurs on specific projects is dictated by physical, design/permitting, and funding constraints while also adhering to the 60/40 funding allocation for SRTS and Community Sidewalk Enhancement projects.

Title: Status Report on the Sidewalk Program  
December 10, 2019  
Page 8

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**Consideration of Additions to the Approved List**

Policy No. 13.1 requires that additions to the approved sidewalk list are to be presented to the Board for its consideration. The proposed new sidewalk segments must meet not less than one of the required policy criteria. Five segments have been submitted by the public, evaluated based on the criteria, and recommended to be included in the approved Community Sidewalk Enhancement Project List:

- Tier 2 (meets 3 of policy criteria)
  - Buck Lake Road – from Walden Road to Alameda Drive
  - Whirlaway Trail – from Pimlico Drive to the eastern end of Whirlaway Trail
  - Thornton Road – Mahan Drive to Miccosukee Road
- Tier 3 (meets 1-2 of policy criteria)
  - Alameda Dr - Buck Lake Road to Walden Road
- Tier 4 (meet more than one criterion and one side of the street has an existing sidewalk)
  - Miccosukee Road - Meridian Street to Georgia Street



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

### **Policy No. 13-1**

Title: Sidewalk Eligibility Criteria and Implementation

Date Adopted: April 28, 2015

Effective Date: April 28, 2015

Reference: N/A

Policy Superseded: Policy No. 13-1 "Sidewalk/Bikeway Provision Selection Criteria" adopted July 9, 2013

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It shall be the policy of the Board of County Commissioners of Leon County, that Policy No. 13-1, "Sidewalk/Bikeway Provision Selection Criteria", adopted by the Leon County Board of County Commissioners on July 9, 2013, is hereby amended and retitled "Sidewalk Eligibility Criteria and Implementation" and a revised policy is hereby adopted in its place, to wit:

- A. Criteria: The following Criteria shall be utilized to evaluate the proposed sidewalks/bikeways, subject to the availability of funds:
1. Included in the Safe Routes to School list adopted by the Capital Region Transportation Planning Agency (CRTPA) Board (SRTS)
  2. Routes to parks
  3. Connectivity of a neighborhood to an existing bike route or trail; connections need to be within ¼ mile
  4. Completing a gap (less than ¼ mile in length) between existing pedestrian/bike facilities
  5. Addresses a bike or pedestrian safety issue in an area with documented demand
  6. On an arterial or collector roadway
  7. Located inside the Urban Service Area (USA)
  8. Donation of right of way
- B. Project Categories: Sidewalk projects approved by the Board for construction utilizing County funding (Approved Sidewalk List) shall be classified as either SRTS or Community Sidewalk Enhancements. SRTS projects shall be those included in the SRTS list adopted by the CRTPA Board. Community Sidewalk Enhancements shall be all non-SRTS projects.
- C. Funding: Through the annual budget process and five-year capital improvement plan, 60% of total County sidewalk funds shall be allocated to SRTS projects and 40% shall be allocated to Community Sidewalk Enhancement projects. Staff is authorized to adjust this allocation during the year as projects and funding needs progress toward and through construction. However the 60%/40% distribution shall be maintained over the five-year period, unless otherwise approved by the Board.

**Sidewalk Eligibility Criteria and Implementation  
Policy No. 13-1**

- D. Prioritization Tiers – SRTS and Community Sidewalk Enhancements projects included on the Approved Sidewalk List shall be separately categorized as a Tier 1, Tier 2, Tier 3 or Tier 4 project (Priority Tier), in accordance with the definitions set forth in Table #1 below, for the purposes of prioritizing Leon County funding, program design, permitting and construction.

<b>Table #1: Sidewalk Priority Tiers</b>		
<b>Tier<sup>1</sup></b>	<b>Safe Routes to School – Priority Tier Definitions</b>	<b>Community Sidewalk Enhancements – Priority Tier Definitions</b>
1	Meets no less than 4 of the criteria	Meets no less than 4 of the criteria
2	Meets 3 of the criteria	Meets 3 of the criteria
3	Meets 1 to 2 of the criteria	Meets 1 to 2 of the criteria
4 <sup>2</sup>	Meets no less than one of the criteria, however one side of the street has an existing sidewalk	Meets no less than one of the criteria, one side of the street has an existing sidewalk
<sup>1</sup> Priority Tiers, with Tier 1 being the highest priority level and Tier 4 the lowest priority level.		
<sup>2</sup> Unless the Board specifically directs otherwise, once a roadway has a sidewalk on one side of the street, the priority for placing a sidewalk on the opposite side of the street for the same segment shall automatically be reclassified as a Tier 4 project, if it remains on the Approved Sidewalk List.		

- E. Additions to the Approved Sidewalk List - Staff shall evaluate new sidewalk segments proposed for construction within the unincorporated area of Leon County through the use of County funds. Those proposed new sidewalk segments that meet no less than one of the Criteria, as set forth in Section A above, shall be presented to the Board for its consideration. Only those sidewalk segments approved by the Board shall be included in the Approved Sidewalk List. Proposed new sidewalk segments that are located outside the USA, and not on the SRTS list, are not eligible for inclusion in the Approved Sidewalk List unless the Board makes an exception. The order by which construction occurs on specific projects shall be dictated by physical, design/permitting, and funding constraints.
- F. Implementation of Approved Sidewalk List Projects - All projects within a given Priority Tier level shall be given equal priority with respect to funding and development activities. All Tier 1 projects shall be programmed through construction prior to staff beginning work on Tier 2 projects; all Tier 2 projects shall be programmed through construction prior to staff beginning work on Tier 3 projects; and all Tier 3 projects shall be programmed through construction prior to staff beginning work on Tier 4 projects.
- With respect to sidewalk segments located on Florida Department of Transportation (FDOT) roadways that are on the Approved Sidewalk List, staff shall prepare plans and acquire permits in order to be able to better position/leverage other funds for the sidewalk construction. Once all the necessary permits have been obtained, the Board may or may not direct staff to proceed with the construction of a sidewalk on FDOT right-of-way.
- G. Annual Status Report - Staff shall provide the Board with an annual status report on the sidewalk program. Such annual status reports shall include, but not be limited to, the status of funding allocations, including the distribution of funds between SRTS and Community Sidewalk Enhancements projects.

*Adopted April 28, 2015*

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #18**

# Leon County Board of County Commissioners

## Agenda Item #18

December 10, 2019

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

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

**Title:** Affordable Housing Advisory Committee's 2020 Triennial Report of Recommendations

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<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 Shington Lamy, Director, Human Services and Community Partnerships
<b>Lead Staff/ Project Team:</b>	Matthew G. Wyman, Housing Services Manager

### **Statement of Issue:**

This item seeks Board acceptance of the 2020 Affordable Housing Advisory Committee's Report of Recommendations.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the Affordable Housing Advisory Committee's 2020 Triennial Report of Recommendations (Attachment #1).

## **Report and Discussion**

### **Background:**

This item seeks Board acceptance of the 2020 Affordable Housing Advisory Committee's Report of Recommendations (Attachment #1).

Section 420.9076, Florida Statutes, requires each jurisdiction that receives funding through the State Housing Initiatives Partnership (SHIP) to appoint an Affordable Housing Advisory Committee (AHAC). The AHAC periodically reviews County policies and procedures, ordinances, land development regulations and the comprehensive plan to provide recommended specific actions or initiatives to encourage or facilitate affordable housing. Following the review, the AHAC submits a report of their recommendations to the Board that may include proposed changes to the County policies, procedures, regulations, ordinances or plan revisions, as well as recommendations that consider the 11 affordable housing incentives established in the Statutes. This process must be completed by the end of every third calendar year. The AHAC is required to submit the report of recommendations to the Board no later than December 31, 2019, as the previous report was presented in December 2016.

In preparing the 2020 Report of Recommendations, the AHAC held five meetings to make recommendations that support the affordable housing incentives. Per Statutes, the Board has 90 days from the receipt of the AHAC's 2020 Report of Recommendations to accept or amend the recommendations for adoption into the SHIP Local Housing Assistance Plan. To assist the Board in the review of AHAC's recommendations, staff is preparing a fiscal analysis and feasibility review. In addition, Housing staff is also seeking input from other program areas that may be affected by these recommendations to determine the impact on the other program areas. Based on this review and analysis, staff will prepare recommendations for Board consideration in early 2020.

The SHIP program is administered by the Florida Housing Finance Corporation (FHFC) and provides funds annually to support the County's affordable housing efforts. SHIP funds are the primary revenue source of the County's Housing Program.

### **Analysis:**

The AHAC 2020 Report of Recommendations includes a list of recommendations which they approved at their September 4, 2019 and adopted on November 6, 2019 following a public hearing. The Committee approved recommendations that address the following five areas:

1. Statutorily Required Incentives for the Report (Section 420.9076, F.S.)
2. Tallahassee-Leon County Comprehensive Plan
3. Leon County Housing Policy (including County-wide Policy)
4. Leon County SHIP Local Housing Assistance Plan
5. Leon County Housing Division Operations

Table #1 summarizes the substantive recommendations of the Affordable Housing Advisory Committee's 2020 Report of Recommendations.

*Table #1: Summary of 2020 AHAC Recommendations*

<b>Subject</b>	<b>Recommendation</b>
No Net Loss of Affordable Housing	<u>Recommendation:</u> Adopt a policy to: 1. Equitably replace the loss of affordable housing units when such loss involves a County funded or managed project; 2. Conduct a feasibility study to assess the impact of expanding this requirement beyond County projects.
Conveyance of locally owned public lands suitable for affordable housing	<u>Recommendation:</u> Require agreements supporting development and long-term affordability of new housing units when conveying locally owned public lands deemed suitable for affordable housing.
Community Land Trust Down Payment Assistance	<u>Recommendation:</u> Add a Down Payment Assistance Strategy to the SHIP-LHAP.
Homeowner's Insurance	<u>Recommendation:</u> Require program participants receiving Home Replacement to obtain and maintain homeowner's insurance.
Sponsor/Developer Selection Criteria	<u>Recommendation:</u> Add Sponsor/Developer Selection Criteria for all LHAP program strategies.
Comprehensive Plan-Leon County Housing Element	<u>Recommendation:</u> Update the Housing Element of the Comprehensive Plan as the next element of the Comprehensive Plan to be reviewed.
Local Post-Disaster Redevelopment Plan	<u>Recommendation:</u> Participate in the revision of the Local Post-Disaster Redevelopment Plan.
Leon County Housing Trust Fund	<u>Recommendation:</u> Establish and fund a County affordable housing trust fund.
Housing Services County Policy & Procedure Revision	<u>Recommendation:</u> Revise and consolidate Housing Services Policy.
Home Energy Audit	<u>Recommendation:</u> Require homeowners to obtain a Home Energy Audit from their electricity provider as part of program requirements.

As previously mentioned, the AHAC is required to submit the Report of Recommendations to the Board prior to December 31, 2019 and the Board has 90 days to consider the recommendations. An agenda item analyzing the AHAC's recommendations including the one-for-one affordable housing replacement policy and establishing a locally sourced affordable housing trust fund, will be presented in early 2020 for the Board's consideration. The agenda item will include a review of affordable housing best practices in other local government housing programs and the fiscal and operational implications should the Board chose to adopt the AHAC's recommendations. All recommendations approved by the Board will be incorporated into the County's FY2021-FY2023 SHIP Local Housing Assistance Plan and submitted to Florida Housing Finance Corporation.

**Options:**

1. Accept the Affordable Housing Advisory Committee's 2020 Triennial Report of Recommendations (Attachment #1).
2. Do not accept the Affordable Housing Advisory Committee's 2020 Triennial Report of Recommendations.
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Affordable Housing Advisory Committee's 2020 Triennial Report of Recommendations

# Leon County

## Affordable Housing Advisory Committee



## **2020 Report of Recommendations**



## **TABLE OF CONTENTS**

LETTER FROM THE ADVISORY COMMITTEE CHAIR .....	3
EXECUTIVE SUMMARY .....	4
SUMMARY TABLE OF RECOMMENDATIONS .....	4
COMMITTEE ADOPTION OF THE 2020 REPORT OF RECOMMENDATIONS .....	5
PLAN FOR IMPLEMENTATION .....	5
BACKGROUND .....	5
SECTIONS 420.9076(4)(A-K), FLORIDA STATUTES RECOMMENDATIONS .....	8
ADDITIONAL RECOMMENDATIONS .....	10
EXHIBIT A: COMMUNITY LAND TRUST DOWN PAYMENT ASSISTANCE MODEL	
EXHIBIT B: NOTICE OF PUBLIC HEARING	

**November 8, 2019**

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

Dear Commissioners,

It is with immense honor that I submit for your consideration and approval, the Leon County Affordable Housing Advisory Committee's 2019 housing policy recommendations for the County's Local Housing Assistance Plan.

Over the past year, the Committee has entertained presentations from multiple County and City departments with interests in the housing sector, hosted a joint meeting with the City of Tallahassee Affordable Housing Advisory Committee, considered invaluable input from County staff, and held hours of deliberation and discussion. I am proud to say that through these processes we crafted a set of policy recommendations the Committee approved unanimously.

The Committee feels strongly that these recommendations will enable the County to address major issues within our community regarding housing affordability, while continuing to operate within budget and regulatory constraints set forth. I, as well as County staff, intend to be present at the County Commission meeting when these recommendations are to be considered to address any questions or concerns you may have.

On behalf of the Committee, thank you for allowing us to serve our fellow citizens in this capacity. We are deeply appreciative of the continuing commitment this Commission has toward ensuring all citizens of Leon County have affordable housing options, so that we as a community may continue to strive for a better tomorrow.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kyle Frost', with a stylized flourish at the end.

Kyle Frost, Chair  
Leon County Affordable Housing Advisory Committee

## **Executive Summary**

Section 420.9076, Florida Statutes, requires that each jurisdiction in Florida receiving State Housing Initiatives Partnership (SHIP) funds shall appoint an eight- to eleven-member Affordable Housing Advisory Committee (Committee). Each member represents a different role in the affordable housing industry. The Committee is mandated to review Comprehensive Plan Elements, County Ordinances, Land Development Regulations, and County Policies and Procedures to identify regulatory barriers to affordable housing and to recommend incentives to create more affordable housing. Florida Statute requires the Committee to produce a report to submit to the County Commission and to the Florida Housing Finance Corporation (FHFC) every three years by December 31st of the year before the Local Housing Assistance Plan (LHAP) is due or forfeit annual allocations of SHIP funds.

The Committee met five times between May and November 2019. Committee members reviewed various County documents as required by law as well as the *2017 County Affordable Housing Advisory Committee Report of Recommendations*. From the discussions at each of these meetings, the Committee developed recommendations for the 2020 Report of Recommendations. These recommendations address regulation and policy that have been identified as possible barriers to affordable housing.

### **Summary Table of Recommendations**

All Committee recommendations were discussed and voted upon by members. The following Summary of 2020 Recommendations Table includes only Committee recommendations that require some form of implementation. Recommendations to continue current practices are not included in the table.

Summary of 2020 Affordable Housing Advisory Committee Recommendations Table	
Subject	Committee Recommendation
<i>No Net Loss of Affordable Housing</i>	<b><u>Recommendation:</u></b> Adopt a policy to 1. Equitably replace the loss of affordable housing units when such loss involves a County funded or managed project; 2. Conduct a feasibility study to assess the impact of expanding this requirement beyond County projects.
<i>Conveyance of locally owned public lands suitable for affordable housing</i>	<b><u>Recommendation:</u></b> Require agreements supporting development and long-term affordability of new housing units when conveying locally owned public lands deemed suitable for affordable housing.
<i>Community Land Trust Down Payment Assistance</i>	<b><u>Recommendation:</u></b> Add a Down Payment Assistance Strategy to the SHIP-LHAP.
<i>Homeowner's Insurance</i>	<b><u>Recommendation:</u></b> Require program participants receiving Home Replacement to obtain and maintain homeowner's insurance.
<i>Sponsor/Developer Selection Criteria</i>	<b><u>Recommendation:</u></b> Add Sponsor/Developer Selection Criteria for all LHAP program strategies.
<i>Comprehensive Plan-Leon County Housing Element</i>	<b><u>Recommendation:</u></b> Update the Housing Element of the Comprehensive Plan as the next element of the Comprehensive Plan to be reviewed.
<i>Local Post-Disaster Redevelopment Plan</i>	<b><u>Recommendation:</u></b> Participate in the revision of the Local Post-Disaster Redevelopment Plan.
<i>Leon County Housing Trust Fund</i>	<b><u>Recommendation:</u></b> Establish and fund a County affordable housing trust fund.
<i>Housing Services County Policy &amp; Procedure Revision</i>	<b><u>Recommendation:</u></b> Revise and consolidate Housing Services Policy.
<i>Home Energy Audit</i>	<b><u>Recommendation:</u></b> Require homeowners to obtain a Home Energy Audit from their electricity provider as part of program requirements.

The Leon County Affordable Housing Advisory Committee, from its review, consideration, evaluation, and recommendations, drafts and submits this report, which details the scope of the Committee's work and the resulting recommendations, to the County Commission and to Florida Housing Finance Corporation.

## **Committee Adoption of the 2020 Report of Recommendations**

The Committee officially adopted the report by affirmative vote of a majority of the membership at a public hearing on November 6, 2019. Notice of the public hearing to adopt the final report was published in the *Tallahassee Democrat* (Exhibit B) and posted on the County's website. The notice included how interested persons could obtain a copy of the final report. The final report was sent to the Directors of the Florida Housing Finance Corporation, Tallahassee-Leon County Planning Department, Development Services and Environmental Management Department, County Attorney's Office, Real Estate Management Department, and the City of Tallahassee Community Housing and Human Services Department for review.

## **Plan for Implementation**

At the December 10, 2019, County Commission meeting, Commissioners will be asked to accept the report to comply with the state-mandated December 31, 2019, deadline. The County Commission must review and discuss the Committee's recommendations and vote to adopt those recommendations they plan to implement within 90 days of receipt. County Commissioners may adopt to implement any recommendations into policy or regulatory documents in the 2020 affordable housing strategy. Concurrently, a new Local Housing Assistance Plan would be created, and any new affordable housing incentive strategies will be included. Copies of the final report, the Local Housing Assistance Plan, and associated County Commission meeting minutes must be submitted to Florida Housing Finance Corporation by May 2, 2020.

## **BACKGROUND**

In 1992, the Florida Legislature enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws (the "Sadowski Act"), allocating to local governments a portion of documentary stamp taxes on deeds for the development and maintenance of affordable housing. In addition, the Sadowski Act created the State Housing Initiatives Partnership Act (the "SHIP Act"), codified at Sections 420.907-420.9079, F.S.

In 1993 the Board of County Commissioners incorporated SHIP Act provisions by adopting Ordinance No. 93-2, which was codified in the Code of Laws of Leon County at Chapter 8, Article V, Sections 8-151 through 8-156, entitled Affordable Housing Assistance.

During the 2007 legislative session the SHIP statute was revised to require local governments to appoint and establish by ordinance an Affordable Housing Advisory Committee (Committee). Every three years, the Committee is responsible for reviewing and evaluating local plans, policies, procedures, land development regulations, the Comprehensive Plan, and other aspects of the County housing activities

that impact the production of affordable housing. Further, the Committee is specifically directed by the SHIP Statute to consider and evaluate the implementation of the incentives set out at Section 420.9076 (4)(a)-(k), F.S. Based on the Committee's evaluation, it may recommend to local government that it modify, provide exceptions, and/or create new plans, policies, procedures, and other governing authority documents that would encourage production of affordable housing.

The Committee must approve local affordable housing incentive strategy recommendations at a public hearing by affirmative vote of a majority of the membership in accordance with Section 420.9076, F.S., or SHIP funding would be withheld. On October 18, 2016, the Board of County Commissioners adopted Ordinance No. 16-15, amending Chapter 8, Article V of the Code of Laws of Leon County, to align its provision with amendments to the SHIP Statute requiring local jurisdictions to appoint at least 8 but no more than 11 committee members with specified terms.

As approved by the County Commissioners, the recommendations are used to create or amend the Local Housing Assistance Plan and the local Comprehensive Plan Housing Element.

The Office of Human Services and Community Partnerships', Division of Housing Services, serves as Staff for this Committee. The Committee's 2020 Report of Recommendations delivered herein is the fifth report since being required by the State Legislature.

### **Composition of the Affordable Housing Advisory Committee**

Section 420.9076 (2), F.S., lists the categories from which committee members must be selected. There must be at least eight committee members with representation from at least six of the following categories:

- (a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
- (b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- (c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
- (d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- (e) A citizen who is actively engaged as a for-profit provider of affordable housing.
- (f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
- (g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
- (h) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.
- (i) A citizen who resides within the jurisdiction of the local governing body making the appointments.
- (j) A citizen who represents employers within the jurisdiction.
- (k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

Table 1 lists the appointed Committee members along with their category affiliation and appointment date who participated in the production of this report.

Table 1: Affordable Housing Advisory Committee Membership		
Name	Category Represented	Date Appointed
1. Mark Worley	Residential Home Building Industry	10/1/2016
2. Connie Ruggles	Resident Within the Jurisdiction Making Appointment	10/1/2016
3. John Boston Clark	Area of Labor Within Homebuilding Industry	10/1/2016
4. Bruce Strouble	Advocate for Low-Income Persons	10/1/2016
5. Wallisa Cobb	For-Profit Provider of Affordable Housing	10/1/2016
6. Chuck White*	Not-For-Profit Provider of Affordable Housing	10/1/2016
7. Wanda E. Carter	Real Estate Professional	10/1/2016
8. Ian Waldick	Planning Commission Member	11/20/2018
9. Madelon Horwich	Resident Within the Jurisdiction Making Appointment	10/1/2016
10. Kyle Frost	Representative of Employers in The Jurisdiction	11/20/2018
11. Marva Bonner	Representative of “Essential Services Personnel”	10/1/2016

*\*Resigned in September 2019*

## Affordable Housing Advisory Committee Recommendations

The Committee conducted a public hearing and five public meetings in 2019 to produce the 2020 report, which included review of Leon County plans, policies, and procedures; ordinances; regulations; statutes; and the comprehensive plan, among other documents applicable to affordable housing, for evaluation of their impacts on affordable housing. Further, the Committee has specifically considered and evaluated the strategies set out at Section 420.9076 (4) (a)-(k), F.S. Based on this review and evaluation, the Committee has formulated recommendations designed to encourage production of affordable housing and submits them to the County Commission for possible incorporation into its housing strategy.

After review, consideration, and evaluation of the strategies provided in the SHIP Statute at Section 420.9076 (4) (a)-(k), F.S., the Committee identified best practices and concerns to formulate the following recommendations:

(a) The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in Section 163.3177(6)(f)3, F.S.

The current process to expedite permitting of affordable housing projects is accomplished by administrative direction, close coordination and team work, which include:

- 1) Using pre-permitting review to determine project status, identify and resolve potential legal problems that might preempt permitting, and otherwise expedite affordable housing.
- 2) Obtain assistance and cross-training from Building Inspection with the initial inspection of rehabilitation projects to ensure all code compliance issues are addressed in write-ups and permit applications. This expedites plan review and minimizes changes that delay permitting and project completion.
- 3) The Director of the Office of Human Services & Community Partnerships and staff are the designated liaisons with the Affordable Housing Program and assist with the resolution of difficult permitting issues.

**AHAC Recommendation:** Maintain the current practice.

(b) The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

Leon County does not impose impact fees. Impact fees were eliminated in 1995.

**AHAC Recommendation:** Maintain the current practice.

(c) The allowance of flexibility in densities for affordable housing.

Although the Land Development Code (LDC) does not specifically address density flexibility for affordable housing, it does provide incentives for affordable housing regarding the required review level. For example, projects with 50% or more affordable housing units can have their review threshold increased by 50% thereby potentially allowing a lower review level and reducing permitting costs. [Section 10-7.402(4)(h) of the LDC]

**AHAC Recommendation:** Maintain the current practice

(d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

Currently, the concurrency management system treats all projects the same and does not provide special provisions for affordable housing projects. Infrastructure capacity was not identified as a barrier to affordable housing in the City of Tallahassee Affordable Housing Advisory Committee's 2018 Report. (Article III of the LDC)

**AHAC Recommendation:** Maintain the current practice.

(e) The allowance of affordable accessory residential units in residential zoning districts.

The LDC allows accessory dwelling units in conjunction with the following principal structures: single-family detached dwellings; retail establishments; offices; and principal industrial structures. [Section 10-6.803(b) of the LDC]

**AHAC Recommendation:** Maintain the current practice.

(f) The reduction of parking and setback requirements for affordable housing.

The LDC does not address this specific issue. However, it does allow a permit applicant the ability to file a request of the Parking Standards Committee for reduction to the parking requirements based upon data supporting such a request. A deviation may also be requested for consideration of relaxing setbacks. (Article VII, Division 5, Subdivision III of the LDC – Parking and Loading Stds; Section 10-1.106 - Deviations)

**AHAC Recommendation:** Maintain the current protocol.

(g) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

Many zoning districts already provide for zero-lot-line development patterns. Development Support & Environmental Management staff provides flexibility in design in order to reduce impervious surface area consistent with Low Impact Design ordinance and to identify other efficiencies. (Section 10-7.502 and 10-4.308 of the LDC)

**AHAC Recommendation:** Maintain the current practice.

(h) The modification of street requirements for affordable housing.

Currently, street requirements for affordable housing are not different than for other types of housing development. Uniformity of roadways can help to minimize negative views of affordable housing. Emergency vehicles require the same mobility in affordable housing developments as in others.

**AHAC Recommendation:** None at this time.



(i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

County staff currently conducts collaborative evaluation (Department of Development Services & Environmental Management, Human Services and Community Partnerships & Public Works) of potential impactful policies, procedures, ordinances, regulations, or plans.

**AHAC Recommendation:** Maintain the current practice.

(j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

County staff prepares, and makes available to the public, a printable inventory of County-owned lands suitable for affordable housing.

**AHAC Recommendation:** Maintain the current practice.

(k) The support of development near transportation hubs and major employment centers and mixed-use developments.

Applicable zoning districts such as the Mahan Corridor, the Lake Protection Node districts, and others are designed to promote this incentive by providing mixed use development patterns centered near major intersections. These nodes are intended to accomplish several goals including, but not limited to: providing convenience goods to area residents within a short distance of home, maximizing infrastructure, minimizing automobile dependency, promoting transit, and facilitating compatibility with nearby neighborhoods. (Sections 10-6.654.1 and 10-6.660 of the LDC)

**AHAC Recommendation:** Maintain the current practice.

## **Additional Recommendations**

From review and evaluation of County ordinances; regulations; comprehensive plan; policies, and procedures; the Committee makes the following, additional recommendations, to the County Commission for consideration of incorporation into its housing program strategy:

### **Comprehensive Plan**

According to the Tallahassee-Leon County Planning Department, the Comprehensive Plan is a translation of community values and aspirations into public policy. The Plan includes Goals, Objectives, and Policies intended to guide economic, social, physical, environmental, and fiscal development of the community over the next twenty years. To ensure a unified vision, the Tallahassee-Leon County Comprehensive Plan is a joint document adopted by both the City of Tallahassee and Leon County.

Tallahassee and Leon County jointly developed their first comprehensive plan in 1981. As a result of State growth management legislation, the Tallahassee-Leon County Comprehensive Plan was rewritten in 1990. The Comprehensive Plan is a dynamic document and can be amended on an annual basis.

### Comprehensive Plan - Housing Element

During the Committee's due diligence, the Comprehensive Plan, the Comprehensive Plan-Land Use & Mobility Element, and the Comprehensive Plan-Housing Element were reviewed. Moreover, Committee members were briefed by Tallahassee-Leon County Planning Department staff regarding the process to update the Land Use & Mobility elements of the Comprehensive Plan expected to be completed in 2020.

**AHAC Recommendation:** Update the Housing Element of the Comprehensive Plan as the next element of the Comprehensive Plan to be reviewed. Include the County and City AHACs jointly in the process.

### Local Post-Disaster Redevelopment Plan

Last revised in 2012, the Local Post-Disaster Redevelopment Plan details the full array of interim housing options available to County and City of Tallahassee leadership in the aftermath of a disaster. The plan details a framework for providing safe, sanitary, functional and accessible temporary housing options for displaced residents in order to expedite long-term community recovery. The Apalachee Regional Planning Council and the Tallahassee-Leon County Planning Department are currently collaborating to revise the Local Post-Disaster Redevelopment Plan.

**AHAC Recommendation:** Participate in the revision of the Local Post-Disaster Redevelopment Plan. Work alongside the Tallahassee-Leon County Planning Department as well as the Apalachee Regional Planning Council, which is leading the effort.

## **Leon County Policy**

### No Net Loss of Affordable Housing

The inventory of affordable housing is often negatively impacted when a construction or development project requires a residence be demolished. Although occupants of homes that are purchased for a public purpose are provided relocation assistance, homes are not built elsewhere to offset the loss of affordable housing units due to development or capital improvement. When County Capital Improvement, including Blueprint, or other projects permanently eliminate affordable housing units, the Committee recommends those units shall be replaced, at least, at the rate of one-for-one.

**AHAC Recommendation:** Adopt a policy to equitably replace the loss of affordable housing units when such loss involves a County funded or managed project; and to conduct a feasibility study to assess the impact of expanding this recommended requirement beyond County projects.

### Locally Owned Public Lands Suitable for Affordable Housing

Section 125.379, F.S., requires Florida counties prepare an inventory, no less than every three years, of county-owned real property within its jurisdiction that is appropriate for use as affordable housing and, following a public hearing, to adopt a Resolution that includes an inventory list of such properties. As provided in Statute, the Affordable Housing Parcels identified in the Resolution may then be offered for sale without the requirement of a published notice calling for bid.

**AHAC Recommendation:** Require agreements supporting development and long-term affordability of new housing units when conveying locally owned public lands deemed suitable for affordable housing. Agreements to: restrict the terms of sale of the property; include a non-performance reversion clause; and require deed restriction that ensures property remains affordable in perpetuity should be considered.

#### Affordable Housing Trust Fund

Housing trust funds are distinct funds established by local or state governments that receive ongoing dedicated sources of public funding to support the preservation and production of affordable housing and increase opportunities for families and individuals to access decent affordable homes. Housing trust funds systemically shift affordable housing funding from annual budget allocations to the commitment of dedicated public revenue.

**AHAC Recommendation:** Establish and fund a County affordable housing trust fund. A County affordable housing trust fund can augment existing funds, leverage private funds and thereby expedite the growth of affordable housing in Leon County. Consider the use of proceeds obtained from sale of public land and/or property designated as suitable for affordable housing to inject capital into the fund. Innovate a mechanism to solicit and collect private dollars or develop another innovative funding source.

#### Local Housing Assistance Plan

Every local government participating in SHIP is always required to have an active Florida Housing Finance Corporation-approved LHAP. Generally, local governments submit LHAPs by May 2 once every three years covering the three state fiscal years beginning July 1 of the year the plan is submitted. LHAPs are designed to detail how each local government will expend SHIP funds allocated to them for each fiscal year.

- **AHAC Recommendation:** Continue to include the current program strategies in the next LHAP. Staff to review and revise program policies based upon recent performance.
- **AHAC Recommendation:** Add a Community Land Trust Down Payment Assistance Strategy (Exhibit A) to the SHIP-LHAP. Obtain technical assistance from the Florida Housing Coalition and work with the City of Tallahassee and the Community Land Trust to ensure down payment assistance can be provided to eligible homebuyers seeking to purchase a property held in the Community Land Trust in the unincorporated areas of Leon County.
- **AHAC Recommendation:** Require program participants receiving Home Replacement to obtain and maintain homeowner's insurance. A significant investment is being made for the demolition and reconstruction of program participants' homes. Division of Housing Services staff should develop an operational procedure to annually request recipients to submit their declarations page.
- **AHAC Recommendation:** Add Sponsor/Developer Selection Criteria for all LHAP program strategies. Having Sponsor/Developer Selection Criteria in the LHAP will allow, the use of third-party contractors at the option of the County's Division of Housing Services.

Division of Housing Services County Policy & Procedure

**AHAC Recommendation:** Revise and consolidate Housing Services' Policy. Update procedures to reflect current operations as well as requirements of applicable statutes, regulations, rules, and plans.

**AHAC Recommendation:** Require participating homeowners to obtain a Home Energy Audit from their electricity provider as part of program requirements. Incorporate suggested improvements into home rehabilitation projects.

# Model Community Land Trust Add-On Language for Down Payment Assistance Strategies<sup>1</sup>

## Purchase Assistance

Code 1, 2

- a. Summary: Funds will be awarded for down payment and closing costs for new and existing homes, including homes purchased from a community land trust (CLT). Home rehabilitation is also an eligible use, as needed when purchasing existing homes. To be eligible, existing homes must be in need of and receive at least \$2,500 in rehabilitation paid within 12 months by SHIP, CDBG, HOME, the seller, the buyer or another source.
- b. Fiscal Years Covered: 2019-2020, 2020-2021, 2021-2022
- c. Income Categories to be served: Very low, low and moderate
- d. Maximum award \$ 55,000
- e. Terms (see “Additional Information” for special terms for CLT home purchases)
  - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred subordinate loan secured by a recorded subordinate mortgage and note
  - 2. Interest Rate: 0%
  - 3. Years in loan term: 10 years (very-low and low), 30 years (moderate)
  - 4. Forgiveness: For very-low and low-income categories, the funds will be forgiven on a prorated bases so that 10% of the principal is forgiven annually. Funds for moderate-income recipients will be forgiven on a prorated basis so that 1/30<sup>th</sup> is forgiven annually.
  - 5. Repayment: For those who comply with SHIP rules, assistance will be forgiven by the end of the loan term and no repayment will be required.
  - 6. Default: The loan will be determined to be in default if any of the following occurs: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

<sup>1</sup> This document is an example of a SHIP Purchase Assistance Strategy and is provided as a guide. Review the model strategy and revise, as necessary, to ensure that it is consistent with local program guidelines before incorporating into the Local Housing Assistance Plan.

- f. Recipient Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis. Homebuyers must complete an approved homebuyer education class from a HUD certified agency and obtain a certificate of completion. CLT homebuyers must attend a homebuyer education class that contains a community land trust component and/or session with the CLT in addition to a homebuyer education class that requires CLT buyers to demonstrate and attest to a clear understanding of the terms of community land trust homeownership.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Loan will be awarded in the amount required for the homebuyer to purchase the property up to the maximum award permitted.

Terms for CLT home purchases: This SHIP assistance is assumable to an income-eligible purchaser. The terms of the Note and Mortgage shall allow subsequent purchasers to assume the loan with approval by the CLT. Otherwise, no repayment required during the term of the loan, provided the loan remains in good standing. Please see Exhibit \_\_\_\_ for additional instructions and information for CLT purchases.

EXHIBIT \_\_\_\_: Additional Instructions and Information for Down Payment Assistance for Community Land Trust Purchases

To qualify, homes must be purchased from a city/county-approved community land trust (CLT). The CLT will execute a 99-year ground lease with the homebuyer. A memorandum of that ground lease is recorded in the public records immediately following the deed. The terms of the ground lease restrict the resale of the property to an income eligible household and provide a right of repurchase to the CLT in the event of default. The CLT must approve the subsequent homebuyer. In the event of a default, the CLT must notify the City/County whether it intends to exercise its right of repurchase. In the event the CLT is not willing or able to exercise its right of repurchase, it shall transfer its right of repurchase to City/County, giving City/County the right, but not the obligation to purchase the property.

The assistance shall be treated as a development cost pay-down to further reduce the sales price to the homebuyer. The assistance amount shall be excluded from the Base Price and Formula Price as defined in the ground lease. The balance of the assistance must be included in the Purchase Option Price as defined in the ground lease to repay the funds to the City/County in the event of default. If the maximum subsidy was not provided to the first homebuyer, the City/County may provide additional assistance to the subsequent buyer to ensure that the property remains affordable, up to the amount of the maximum subsidy allowable at the time of subsequent purchase minus the original subsidy amount provided to the first homebuyer. Any additional SHIP investment will extend the original loan term. At the end of the loan term, the loan will be forgiven, and the lien released. However, the CLT ground lease will remain in effect and the requirements for residency, resale price, and subsequent buyer's income eligibility will continue. The CLT may request satisfaction of a loan and release of the lien during the term of the loan on behalf of a homeowner or seller, and under certain defined circumstances, with approval granted by the City/County on a case-by-case basis.

When selling a CLT home, the seller must notify the CLT. The CLT will then enter into a purchase and sale agreement with the seller, that will get assigned to the subsequent homebuyer. The Purchase Option Price for the CLT will be calculated as follows:

Purchase Option Price = Formula Price + Payoff Amount of Deferred Payment Loans

The Formula Price is calculated using a Base Price calculated by subtracting the amount of down payment assistance from the purchase price. For example:

Purchase Price:	\$185,000
MINUS Assistance Provided (maximum):	- <u>\$55,000</u>
EQUALS Base Price (sales price) for first buyer:	<b>\$130,000</b>

Base price is the amount the buyer would need to finance (plus transaction costs) and is used to calculate the Formula Price in the ground lease.

Suppose the Formula (re-sale) Price in the ground lease is calculated by a 1% annual increase to the Base Price, compounded. Suppose the home is sold after 5 years. To calculate the Purchase Option Price (price that will go in the purchase and sale agreement between the CLT and the seller), first calculate the Formula Price:

Formula Price = Base Price x Compound Rate

Calculated as follows:

Year 1 = \$130,100 x 1.01 = \$131,300

Year 2 = \$131,300 x 1.01 = \$132,613

Year 3 = \$131,613 x 1.01 = \$133,939

Year 4 = \$133,939 x 1.01 = \$135,379

Year 5 = \$135,379 x 1.01 = \$136,631

Formula Price = \$136,631

Purchase Option Price = \$136,631 + \$55,000 = \$191,631

The price to the subsequent buyer equals the Purchase Option price minus the assumed down payment assistance:

Purchase Option Price: \$191,631

DPA assumed: - \$55,000

Sales price for subsequent buyer: **\$136,631** (New Base Price for Formula Price)

The new price should be affordable to the subsequent buyer without additional subsidy.

At the end of the loan term, the value of the Purchase Option Price will be equal to the Formula Price.



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# NOTICE OF PUBLIC HEARING

Notice is hereby given that the Leon County Affordable Housing Advisory Committee (AHAC) will hold a public hearing on **Wednesday, November 6, 2019, at 9:30 a.m. until 10:30 a.m. in the Community Room of the Amtrak Building, located at 918 Railroad Ave** to adopt a report of recommendations regarding local housing incentives in preparation to present to the Board of County Commissioners.

In addition to recommendations to address the items listed in Section 420.9076 (4) (a)-(k), F.S., the following recommendations will be considered by AHAC at the public hearing:

Summary of 2020 Affordable Housing Advisory Committee Recommendations Table

Subject	Committee Recommendation
<b><i>No Net Loss of Affordable Housing</i></b>	<b><u>Recommendation:</u></b> Adopt a policy to 1. Equitably replace the loss of affordable housing units when such loss involves a County funded or managed project; 2. Conduct a feasibility study to assess the impact of expanding this requirement beyond County projects.
<b><i>Conveyance of locally owned public lands suitable for affordable housing</i></b>	<b><u>Recommendation:</u></b> Require agreements supporting development and long-term affordability of new housing units when conveying locally owned public lands deemed suitable for affordable housing.
<b><i>Community Land Trust Down Payment Assistance</i></b>	<b><u>Recommendation:</u></b> Add a Down Payment Assistance Strategy to the SHIP-LHAP.
<b><i>Homeowner's Insurance</i></b>	<b><u>Recommendation:</u></b> Require program participants receiving Home Replacement to obtain and maintain homeowner's insurance.
<b><i>Sponsor/Developer Selection Criteria</i></b>	<b><u>Recommendation:</u></b> Add Sponsor/Developer Selection Criteria for all LHAP program strategies.
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The AHAC will take public comment at the public hearing. For more specific information about the proposed recommendations, or to obtain a copy of the draft 2020 Report of Recommendations, please contact Matthew Wyman at 850-606-1900, email [wymanm@leoncountyfl.gov](mailto:wymanm@leoncountyfl.gov) or visit the Division of Housing Services at 918 Railroad Ave. during regular business hours (Mon-Fri 8am-5pm). Please note that additional recommendations may be presented and adopted at this public hearing.

NOTICE: PLEASE BE ADVISED that if a person decides to appeal any decision made by the AHAC with respect to any matter considered at this hearing, such person will need a record of these proceedings; and, for this purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record indicates the testimony and evidence upon which the appeal is to be based. The AHAC does not provide or prepare such a record. See Section 286.0105, F. S.

Anyone needing language translation or special accommodations to review the recommendations or to attend the public hearing should contact Matthew Wyman or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at 850-606-1900 or to the proceeding. Telephone: 606-5121 or 606-5000; 1-800-955-8771 (TDD), or 1-800-955-8770 (Voice), or 711 via Florida Relay service.

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<i>Home Energy Audit</i>	<b>Recommendation:</b> Require homeowners to obtain a Home Energy Audit from their electricity provider as part of program requirements.

The AHAC will take public comment at the public hearing. For more specific information about the proposed recommendations, or to obtain a copy of the draft 2020 Report of Recommendations, please contact Matthew Wyman at 850-606-1900, email wymanm@leoncountyfl.gov or visit the Division of Housing Services at 918 Railroad Ave. during regular business hours (Mon-Fri 8am-5pm). Please note that additional recommendations may be presented and adopted at this public hearing.

**NOTICE: PLEASE BE ADVISED** that if a person decides to appeal any decision made by the AHAC with respect to any matter considered at this hearing, such person will need a record of these proceedings; and, for this purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record indicates the testimony and evidence upon which the appeal is to be based. The AHAC does not provide or prepare such a record. See Section 286.0105, F. S.

Anyone needing language translation or special accommodations to review the recommendations or to attend the public hearing should contact Matthew Wyman or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 606-5121 or 606-5000; 1-800-955-8771 (TDD), or 1-800-955-8770 (Voice), or 711 via Florida Relay service.

TD-0000299435

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- Advising the School Board on the purchase, sale, lease or disposition of real and physical property.
- Rendering legal advice and representation in all areas of school law, including but not limited to IDEA/ESE, constitutional issues, administrative law issues, discipline, land use, growth, management, contracts, litigation, eminent domain, basic real estate and civil litigation.
- Performing any other duties consistent with the legal needs of the School Board and School District as the School Board may require.

Candidates must be a member in good standing with the Florida Bar and have a minimum of five (5) years experience in the practice of law. In addition, candidates should have general knowledge of administrative law. Specific knowledge of education law is preferred. Other performance criteria are listed in the RFP.

The Request for Proposal is available on the district website at calhounflschools.org. Copies of the RFP may also be picked up at the Superintendent's Office at 20859 Central Ave East, Room G-20, Blountstown, FL 32424.

Calhoun County School District will receive **Sealed Bids** until **12:00 Noon, CST on November 8, 2019**, at the Superintendent's Office of the Calhoun County School District, 20859 Central Ave East Room G-20, Blountstown, FL 32424. Bids received after that time will not be accepted. Bids will be opened publicly and read aloud at 12:05 PM on the same date. Calhoun County School District reserves the right to waive irregularities and to reject any and all Bids.  
PUBLICATION: Oct 23, 30; Nov 6, 2019  
0003853675-01

**LEON COUNTY SHERIFF'S OFFICE**  
Notice of Action  
The Leon County Sheriff's Office provides public notice of intent to include the following Chief of Staff position in the Florida Retirement System's Senior Management Service. Class effective October 14, 2019  
Additional information may be obtained at HR, 2825 Municipal Way, Tallahassee, Florida 32304 PUBLICATION: 10/16, 10/23/2019  
0003846752-01

**STATE OF CONNECTICUT**  
**SUPERIOR COURT OF JUVENILE MATTERS**  
**ORDER OF NOTICE**  
Notice to: Freddie Mendoza father of males born 3/25/2005 and 7/24/2006 to Mindy M.  
A petition has been filed seeking: Commitment of minor child(ren) of the above named or vesting of custody and care of said child(ren) of the above named in a lawful, private or public agency or a suitable and worthy person. The petition, whereby the court's decision can affect your parental rights, if any, regarding minor child(ren) will be heard on: Neglect petition heard on 10/29/19 at 11:00 a.m. at SCJM, 239 Whalley Ave., New Haven CT 06511. **Therefore, ORDERED, that notice of the hearing of this petition be given by publishing this Order of Notice once, immediately upon receipt, in the: Tallahassee Democrat, a newspaper having a circulation in the town/city of: Tallahassee, Florida.**  
Honorable R. Burke/Judge, Beth Marsan/Clerk  
Date signed: 9/26/19  
Publication: 10/23/2019  
0003854003-01

The Board of Trustees of Florida State University announces the following public meetings to which all persons are invited.  
**Committee Meetings:** Florida State University, The Westcott Building, 222 South Copeland Street, Tallahassee, Florida, on Thursday, October 31, 2019, as follows: Governance Committee, Room 211A, 12:30-1:45 p.m.; Audit & Compliance Committee, Room 201, 12:30-1:45 p.m.; Academic Affairs Committee, Room 211A, 3:15-4:30 p.m.; Student Affairs Committee, Room 201, 3:15-4:30 p.m.; and Finance and Business Committee, Room 214, 3:15 - 4:30 p.m.

General Meeting of the Board: The Donald L. Tucker Civic Center, Rooms A2 and A3, 505 West Pensacola Street, Tallahassee, Florida, on Friday, November 1, 2019, 9:00 a.m. until 12:30 p.m., or until the business of the meeting is concluded and meeting is adjourned.

**GENERAL SUBJECT MATTER TO BE DISCUSSED:** General business of the board to include academic or fiscal matters as deemed necessary and proper.

A copy of the agenda and other information regarding the meetings may be obtained by contacting Lynna Sands, University Relations, at (850) 645-1932 or lsands@fsu.edu or by visiting The Florida State University Board of Trustees website, https://trustees.fsu.edu/meetings/.

In accordance with the provisions of the Americans with Disabilities Act, persons requiring special accommodations at this meeting should advise Ms. Sands no later than two days prior to the meeting.  
PUBLICATION: 10/23/2019  
0003857239-01

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**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #19**



# Leon County Board of County Commissioners

## Agenda Item #19

December 10, 2019

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

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

**Title:** Annual Status Report on the Minority, Women, and Small Business Enterprise Expenditures

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management, and Community Enhancement (PLACE) Cristina Paredes, Director, Office of Economic Vitality
<b>Lead Staff/ Project Team:</b>	Darryl Jones, Deputy Director, OEV MWSBE Programs Shanea Wilks, Senior Coordinator

### **Statement of Issue:**

This agenda item seeks Board acceptance of the annual status report on the Minority and Women-owned Business Enterprise (MWBE) Program expenditures in order to keep the Board apprised of the County's MWBE Program.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the annual status report on the Minority, Women, and Small Business Enterprise Expenditures.

## **Report and Discussion**

### **Background:**

In order to keep the Board apprised of the County's MWBE program, this item provides an annual report on the County's actual annual expenditures through the Tallahassee-Leon County Minority, Women-Owned, Small Business Enterprise (MWSBE) Program.

Leon County's MWSBE Program operates under the Office of Economic Vitality (OEV), along with the City of Tallahassee's MWBE Program. The MWBE Program functions of Leon County Government and the City of Tallahassee are managed in the Office of Economic Vitality; however, the programs have remained separate through the completion of the 2019 Disparity Study conducted by MGT of America (MGT). The final deliverable from MGT of America is the Consolidated MWSBE Policy and Procedures to meet the needs of all three entities (County, City, and Blueprint), which will be presented to the IA at its January 30, 2020 meeting, and then subsequently to the County and City Commissions for approval.

This agenda item reports the expenditure evaluation, to determine the amount of minority, women and non-MWBE businesses participation that exists in the County's procurement processes when aspirational targets are present and when aspirational targets are absent.

At a quick glance, in 2018 (most recent actuals) the County spent \$12.66 million on qualifying MWBE contracting categories (such as construction, architecture and engineering and materials/supplies):

- \$1,819,183 was spent on MBE firms. This is 147% or \$580,224 above the annual aspirational targets totaling \$1,238,959.
- \$2,217,543 was spent on WBE firms. This is 255% or \$1,348,357 above the annual aspirational targets totaling \$869,186.

A detailed analysis regarding these expenditure for MBEs and WBEs within each procurement category is presented in this agenda item.

### **Analysis:**

Currently, the County's MWSBE Program is administered based upon the 2009 Disparity Study Update (Attachment #1). The 2009 Disparity Study Update, prepared by MGT of America (the "MGT Study"), was accepted by the Board during its October 27, 2009 meeting. Disparity studies are performed to serve as the evidentiary basis for continued race/gender-based programs. The overall objective for the disparity study update in 2009 was to determine if data supported a "compelling interest" for the County to maintain a program to provide minority- and woman-owned business enterprises greater opportunities to participate in County procurement activities as goods and services providers. To meet the requirements of the U.S. Supreme Court's ruling in *City of Richmond v. Croson Co.*, the standard calls for the remedial goals to be in-line with measured availability. The Supreme Court in *Richmond v. Croson* recognized statistical measures of disparity that compared the number of qualified and available MWBEs with the rate of

municipal construction dollars actually awarded to MWBEs in order to demonstrate disparity. MWBE programs must be limited in the geographical scope and boundaries of the enacting government's market place.

Additionally, the MGT Study identified the number of available MWBEs within the market area, and categorized these firms by business category, race, and gender. Businesses classified as MWBEs were firms that were at least 51% owned and controlled by members of one of the following race/gender groups, whether or not they were county-certified MWBEs: African Americans, Hispanic Americans, Asian Americans, Native Americans, and Nonminority Women.

Based on statistical disparities between the percentage of funds expended with MWBEs in the market area and the number of available MWBEs in the same area, the MGT Study provided statistical evidence to support a narrowly tailored program to promote the County's utilization of MWBEs. The 2009 Disparity Study Update included proposed MWBE aspirational targets, which the Board incorporated into the County's Purchasing Policy, No. 96-1, and are illustrated in the analysis section under Table #1.

In accordance with the Policy No. 96-1, the Tallahassee-Leon County MWSBE Director evaluates relevant expenditures and contracting data to determine the performance and progress of the MWBE Program. This report conveys the expenditure evaluation to determine the amount of minority, women and non-MWBE businesses participation that exists in the County's procurement processes when aspirational targets are present and when aspirational targets are absent. As prescribed in the recommendations by MGT of America, aspirational targets should vary by project and reflect realistic MWBE availability.

Targets are established by procurement category, rather than population, to remedy the areas of underutilization and substantial underutilization among MWBE businesses in order to reflect the market. When aspirational targets are present in solicitations, staff encourages prime contractors/consultants to utilize MWBE businesses in order for the County to become closer to parity levels as recommended by MGT of America. The use of aspirational targets promotes relationship development between larger (primes) and smaller (subcontractors) businesses in the local market area (Leon, Gadsden, Jefferson, and Wakulla Counties); therefore, providing mentoring opportunities for smaller companies to enhance their business practices. Table #1 illustrates the County's MWBE Aspirational Targets based on the 2009 MGT Disparity Study Update:

*Table #1: Aspirational Targets - Policy No. 96-1*

<b>Procurement Category</b>	<b>Aspirational MBE Target</b>	<b>Aspirational WBE Target</b>
Construction Prime Contractors	8%	5%
Construction Subcontractors	17%	9%
Architecture & Engineering	12%	14%
Professional Services	7%	15%
Other Services	10%	8%
Materials and Supplies	1%	6%

*\*Please note that the 2018 MBE and WBE expenditures are based on the aspirational targets set forth in the 2009 Disparity study.*

Aspirational targets are considered to be the minimum level of MWBE participation expected for a particular procurement/project, with consideration given to subcontracting opportunities, and the availability of MWBEs in the market area that are capable of performing the work. Aspirational targets for individual bids/request for proposals (RFPs) may be higher or lower than the participation level identified in Table #1 depending upon scope of work, which allows staff to identify the associated procurement category and the number of certified firms within the market area available to perform the services identified. Non-certified firms (MWBE and non-MWBE) do not count towards participation.

If the recommended aspirational targets are lower than the applicable participation levels identified in Table #1, the County Administrator is notified of the recommended modified aspirational targets and reasoning for such recommendations. The County Administrator then advises the Board, via email, and Commissioners have five business days to request a delay for the issuance of the bid/RFP and an agenda item regarding the recommended aspirational targets. This request for delay and further discussion can be effectuated by an individual Commissioner. If no Commissioner requests an agenda item within the five business days, staff is authorized to release the bid/RFP. During FY 2018, the Board approved one project (Asphaltic Concrete Materials and Services, Continuing Supply) for the aspirational targets to be lowered due to the specialized nature of the work and current vendor availability.

The methodology as to how aspirational targets are used in the procurement process is important; however, they are simply goals. Legally, they are not requirements and cannot be construed as quotas. The law requires flexibility and the use of “good faith efforts” for vendors who do not meet the aspirational targets associated with specific procurements. This is why the term “good faith effort” is often utilized during verbal and written staff presentations to the Board.

There are various reasons aspirational targets may not be met by vendors in response to competitive procurements. These reasons include but are not limited to: a prime opting to self-perform the majority of the work, specialization required for services to be provided within the project, lack of available certified vendors due to other project commitments, lack of certified



vendor response to a prime's request for bids, or the prime opts not to submit any MWBE participation within a bid response

If the aspirational goals have not been met, then a prime contractor must submit "Good Faith Effort documentation". This means that the firm did try to secure a certified MWBE in their bid response and documentation of this outreach must be provided. Based upon the documentation provided, the following occurs: the documentation is reviewed to determine if any of the good faith criteria provided in the bid document are met. If good faith efforts are found acceptable and the targets are not met, staff recommends the prime contractor's good faith efforts continue post-award with the MWSBE Division's assistance. If good faith efforts are determined to be unacceptable, staff makes the recommendation that the prime contractor's good faith efforts continue with the MWSBE Division's assistance to increase MWBE participation within the project. In either case, this will allow for the identification of current or newly certified vendors, if any, that were not previously available in an effort to increase MWBE participation for the project.

#### MWBE Expenditure Analysis

The expenditure evaluation process involves data being extracted from the County's financial system and processed in a manner consistent with the methodology utilized for the MGT Study; records not relevant to the report were excluded. Examples of expenditure activity excluded from the analysis includes: expenditures outside of the market area (Leon, Gadsden, Jefferson and Wakulla Counties); expenditures with nonprofit agencies, associations or councils, governmental entities, including universities, utilities, telephones, gasoline, p-cards, real estate, office rent, postage, and hospitals; travel-related expenses, including hotels, car rental, and conference fees and grants to various entities.

The following are brief summaries for each of the procurement categories:

*Architecture and Engineering (A&E) Prime Consultants:* The activities associated with this category are professional services provided for the proper planning of special elements, and for ensuring adequate response to the various site, civil, structural, mechanical, plumbing, and electrical requirements for the current building codes. Projects under A&E are distributed on an equitable basis, due to the current Continuing Services Agreements, to provide all firms with a reasonable opportunity for work assignments based on their area of expertise identified by the awarded firm.

*Construction Prime Contractors:* MWBE vendors must be the prime contractor submitting the actual bid to the County or be part of a joint venture, in order for the associated expenditures to apply to this category. Historically, staff has utilized Small Business Enterprise (SBE) vendors for small construction-related projects, which included housing rehabilitation, housing replacements, septic tank repair, and other small construction projects through the SBE Program. Staff is continually seeking to identify opportunities for MWBE vendors to participate as prime contractors.

*Construction Subcontractors:* Construction subcontracting opportunities are achieved through solicitation when aspirational targets are present. Due to the presence of these aspirational targets

and the implementation of the B2GNow Contract Compliance Monitoring System, staff continues to see strong MWBE subcontracting participation. Historically, the majority of MWBE participation has been realized through the Construction Subcontracting category. This category has provided project participation experience to certified MWBE vendors, which is essential to strengthening the Construction Prime Category and the bonding capacity of MWBE vendors.

*Materials and Supplies:* The commodities purchased under this category (e.g. office supplies, equipment, miscellaneous building materials, and computers) are mainly based on the necessity of the departmental operating needs. Due to the types of services provided under this category, opportunities can be limited for MWBE vendors which has resulted in a very limited number of certified suppliers.

*Other Services:* The services associated with expenditures in this category typically include janitorial and repair services, uniform guard services etc. As noted in Tables #2 and #3, the County exceeded the aspirational targets in this category.

*Professional Services Prime Consultants:* The services associated with expenditures in this category typically include auditing services, insurance services, legal services, advertising, and surveying. Based upon the nature of Professional Services contracts and the specificity of this category, staff continues to share information relative to the certification program to noncertified MWBEs and procurement opportunities with certified MWBEs in an effort to increase MWBE participation.

#### *FY 2018 Minority and Women-Owned Business Expenditures*

The following is an analysis of FY 2018 County expenditures with MWBEs. The reported expenditure activity is a combination of expenditures from the County's Annual Operating Budget and Capital Improvement Program (CIP). FY 2018 MWBE expenditures are associated with the following projects or services:

- Road Improvements including:
  - Miscellaneous Intersection and Safety Improvements
  - Resurfacing of Various Roads Countywide
- Stormwater Improvements:
  - Pedrick Pond Stormwater Improvements
  - Killearn Lakes Plantation Stormwater
  - Stormwater Maintenance, Stormwater Pond Repairs, and Stormwater Equipment
- Community Park Improvements:
  - Fred George Park Improvements
  - Northeast Community Park Improvements
  - Woodville Community Park Basketball Court Improvements
- Sidewalk Construction and Improvements, Continuing Services and Road Resurfacing, Continuing Services
- Miscellaneous projects including building repairs, renovations, and upgrades at various County facilities, and routine maintenance, janitorial, painting, printing, real estate and other miscellaneous services.

Table #2 provides the MBE Expenditures for FY 2018 within the County's Operating Budget and Capital Improvement Program.

*Table #2: FY 2018 Minority Business Enterprise (MBE) Expenditures*

Category	FY 2018 Total Expenditures	Aspirational Target %	Aspirational Target \$ Value	FY 2018 MBE Actuals	
				MBE % of Total	MBE Expenditures
Architecture & Engineering	\$270,457	12%	\$32,455	36%	\$98,259
Construction Prime Contractors	\$4,897,777	8%	\$391,822	2%	\$80,155
Construction Reported Subcontractors	\$2,122,081	17%	\$360,754	45%	\$951,057
Materials and Supplies	\$698,968	1%	\$6,990	0%	\$3,230
Other Services	\$3,997,747	10%	\$399,775	17%	\$686,182
Professional Services	\$673,750	7%	\$47,163	0%	\$300
<b>Total</b>	<b>\$12,660,780</b>	<b>N/A</b>	<b>\$1,238,959</b>	<b>14%</b>	<b>\$1,819,183</b>

During FY 2018, strong MBE participation occurred in the Architecture and Engineering, Construction Reported Subcontractors, and Other Services categories. These three MBE expenditure categories exceeded the aspirational target for the category:

- The expenditures for *A&E* are typically awarded through Continuing Services Agreements. These projects are distributed on an equitable basis to provide all firms a reasonable opportunity for work assignments based on their area of expertise. During FY 2018, A&E expenditures exceeded the aspirational target by \$65,804 (303%). This is due to an increased demand for these services associated with various County projects including St. Marks Headwaters Greenway and miscellaneous transportation and stormwater improvement projects.
- Expenditures for *Construction Reported Subcontractors* totaled \$951,057 surpassing the aspirational target by \$590,303 or (264%). Exceeding the aspirational target in this category is a historical trend.
- In the category of *Other Services*, MBE expenditures totaled \$686,182 surpassing the aspirational target by \$286,407 (172%).

The historical trend of limited opportunities continues in the remaining three expenditure categories (Construction Prime Contractor, Materials and Supplies and Professional Services):

- In the Construction Prime Contractor category, most procurement opportunities and the associated project size requires bonding, insurance, and experience that are historically found among larger sized companies. The majority of the certified MBEs are small businesses with limited resources. In prior years, the Small Business Enterprise Program (SBE) provided opportunities to MBEs to bid as primes through the Housing Program based upon projects being less than \$100,000.

- The Materials and Supplies category also provides limited opportunities to MBEs due to the commodities purchased under this category being determined by departmental need and the County holding accounts with several national suppliers due to pricing.
- In the Professional Services category MBE opportunities are often limited, even though staff has been able to identify firms in the areas of accounting and auditing, consulting, and legal services, because these opportunities are often associated with continuing services agreements. Historically, these professional services opportunities are impacted on an annual basis due to automatic renewal of agreements.

Table #3 provides the WBE Expenditures for FY 2018 within the Board's Operating Budget and Capital Improvement Program (CIP).

*Table #3: FY 2018 Women Business Enterprise (WBE) Expenditures*

Category	FY 2018 Total Expenditures	Aspirational Target %	Aspirational Target \$ Value	FY 2018 WBE Actuals	
				WBE % of Total	WBE Expenditures
Architecture & Engineering*	\$270,457	14%	\$37,864	3%	\$8,865
Construction Prime Contractors	\$4,897,777	5%	\$244,889	14%	\$681,852
Construction Reported Subcontractors	\$2,122,081	9%	\$190,987	28%	\$603,094
Materials and Supplies	\$698,968	6%	\$41,938	28%	\$193,366
Other Services	\$3,997,747	8%	\$319,820	18%	\$723,038
Professional Services	\$673,750	5%	\$33,688	1%	\$7,328
<b>Total</b>	<b>\$12,660,780</b>	<b>N/A</b>	<b>\$869,186</b>	<b>18%</b>	<b>\$2,217,543</b>

\*Currently, there is only one certified WBE awarded in the A&E Category within the County's A&E Continuing Services Agreements; which allows for the distribution of projects on an equitable basis to provide all firms a reasonable opportunity based upon their expertise.

During FY 2018, strong WBE participation occurred in the areas of Construction Prime Contractors, Construction Reported Subcontractors, Materials and Supplies, and Other Services. These four WBE expenditure categories exceeded the aspirational target for the category:

- Expenditures for Construction Prime Contractors totaled \$681,852, which is \$436,963 (278%) above the aspirational target.
- Expenditures for Construction Reported Subcontractors totaled \$603,094 surpassing the aspirational target by \$412,107 (316%).
- In the category of Materials and Supplies, WBE expenditures totaled \$193,366 surpassing the aspirational target by \$151,428 (461%).
- Additionally, expenditures for the Other Services category totaled \$723,038 surpassing the aspirational target by \$403,218 or 226%.

The historical trend of limited opportunities continues in other expenditure categories.

- Due in part to Continuing Service Agreements, departmental opportunities for WBE's in the A&E category are infrequent. In addition, opportunities were occasionally provided through the SBE Program, based upon the needs for A&E Services by Facilities Management for building renovations.
- As stated above, Continuing Services Agreements historically have impacted the Professional Services category because of the automatic renewal of agreements.

The County continues to meet or exceed the aspirational targets in a number of categories; in particular, the aspirational target for the Construction Reported Subcontracting category has been greatly exceeded for FY 2018. Total MWBE Expenditures were \$1,554,151 million or 73% of the total expenditures for the category. However, a continued focus of the MWSBE Division is to certify and expand opportunities for MWBE Program participants in all procurement categories.

#### Small Business Enterprise Program

In June 2006, the Board approved the establishment of the Small Business Enterprise (SBE) Program. The purpose of the SBE Program is to foster growth in Leon County's economy by affording small businesses an opportunity to gain experience, knowledge, and training to compete and secure contracts with Leon County. Unlike the MWBE Program, the SBE Program is race and gender neutral. The SBE program is structured to reserve procurement opportunities for exclusive competition among SBE's when at least three SBEs are certified in the relevant procurement category and are available to compete for the procurement opportunity. According to County policy, the projects that are released through the SBE program have an estimated contract cost of less than \$100,000 (which varies across the business categories). Attachment #3 lists the criteria for procurement opportunities for SBE projects. A project cannot be recommended for the SBE Program if these criteria are not met. These requirements allow local certified businesses an opportunity to compete with companies of similar size, capacity, and net worth.

Small Business Enterprise Program opportunities decreased from prior years due to a reduction in funding allocations from outside sources, which has resulted in a reduction of opportunities within the program and interest in SBE certification. The proposed consolidated policy that will be presented to Board, once approved by the IA Board, will include a proposed policy modification to increase the SBE project size threshold from \$100,000 to \$150,000. This proposed modification is based upon a review of the policy by MWSBE staff and internal stakeholders and consensus that this may aid in increasing the availability of projects for the SBE Program. Staff has also proposed an additional policy modification to automatically certify MWBE's. This will reduce the paper work associated with SBE certification; and, automatically increase the number of available certified SBEs within the program.

#### MWSBE Certifications:

Currently, there are 176 certified firms for the November 2019 reporting period. This is an increase of 26 certified firms or 17% since this same period in FY18. Certification of MWBEs is fundamental to expanding MWSBE opportunities. To gain the benefit of these procurement opportunities, minority, women-owned businesses interested in participating as a subcontracting

firm on projects with aspirational goals, must successfully complete MWSBE certification process. The inclusion of the certified respondent company will count towards aspirational goals within the County's purchasing processes.

OEV works to expand these opportunities to as many businesses as possible to increase opportunities. Staff works to 1) expand the number of businesses that are aware of the benefits of the County MWSBE program, 2) familiarize businesses with the process by which they may certify, and 3) assist a business to gain full certification (which, in turn, enables their participation in the County procurement processes via bid award). To ensure these efforts are achieved, staff engages in the following programs:

- One-on-One Certification Assistance: Staff regularly meets with vendors who need one on one assistance with the certification process and applications. During FY19, staff has met with 69 businesses seeking assistance. This is an increase of 29 firms or 73% since this same period in FY18.
- Monthly Certification Workshops: These workshops are held the second Monday of each month in partnership with CareerSource Capital Region for persons seeking live assistance with the online certification application.
- B2B Connections: This is a new program launched in the fall of 2019 and is designed to facilitate new relationships between prime vendors and other industry leaders, and certified MWSBE firms. The MWSBE certification process is promoted during these events to recruit new MWSBE firms. During fall 2019, over 130 businesses have participated.
- Industry Academies: Held in the Spring 2019, the academies focus on insurance and risk management, bonding options, business financing, and secured microloans, and succession planning and held in conjunction with partner organizations. Over 80 businesses attended these academies.
- Business Assistance Referrals: Staff routinely refers businesses that need assistance with planning and financial assistance to the FAMU Small Business Development Center (SBDC) and Jim Moran Institute. These referrals allow businesses to build capacity. This current fiscal year staff has referred 35 businesses to partner organizations for additional assistance.
- Annual Programs through the local observations of Small Business Week (partnership with FAMU SBDC) and Minority Enterprise Development (MED) Week to promote the impact and importance of minority, women, and small businesses.
- During FY 2019, 30 new and (re)certifications have come as a result of B2B and other networking events, industry academies, other vendor referrals, and individual staff outreach efforts.

The FY 2018 report on annual MWSBE expenditures reflects the historical trend of strong MWBE participation in multiple procurement categories, which will always be impacted by the number of certified firms. Continued efforts and initiatives to certify new firms and retain firms through recertification will continue to be a strong focus of the MWSBE Program. One such initiative includes staff seeking to establish a certification reciprocity process between the Tallahassee-Leon

County Office of Economic Vitality and the State of Florida's Office of Supplier Diversity. This will result in a significant expansion of the number of certified vendors within the local market area of Leon, Gadsden, Jefferson, and Wakulla Counties. This initiative will be included in the consolidated policy which will be presented to the IA Board, along with the County and City Commissions, in early 2020.

*Conclusion:*

The County continues to meet or exceed the aspirational targets in a number of categories; in particular, the aspirational target for the Construction Subcontracting category was significantly exceeded for FY 2018. Total MWBE Expenditures were \$1,554,151 million or 73% of the total expenditures for the category. However, the categories of Professional Services and Materials and Supplies are areas that staff recognizes as requiring increased efforts to increase participation. Staff will continue to seek opportunities to strengthen and increase participation through the new programs identified in the Certification section; and the program improvements achieved through the administration of the proposed new consolidated policies.

The County's long-standing commitment to small, minority and women-owned businesses is evidenced through the administration of the MWBE Program, the County's procurement policies and practices, and the continuous efforts by OEV to actively engage these businesses in procurement and growth opportunities.

Due to the current strength of the economy, aspirational targets may not always be met in specific procurements, particularly those requiring specialized industry certification or other types of specialization for example: experience with ball field construction or tennis courts; or, experience or certification required by a manufacturer's warranty associated with the installation or application of a product utilized in the completion of a project. However, there is as robust a program of certified MWBE vendors that continues to expand and good faith efforts are required for every procurement with an aspirational target.

Staff will continue its efforts to maintain and expand the current MWSBE program based upon the proposed consolidated policies that have been developed from the recommendations of the 2019 Disparity Study that was approved by the IA Board on June 27, 2019. The 2019 Disparity Study recommendations include: using bidder rotation to spread work over certified sub-contractors, as well as unbundling larger contracts into numerous smaller RFPs to increase the interest in, and utilization of, certified MWSBE firms for county contract work. Since that time staff has met consistently with internal stakeholders (other City and County staff) to consider the Disparity Study recommendations, review current City Procurement and County Purchasing policies, propose policy modifications and propose necessary amendments to those policies. In addition, the MWSBE Division has met with external stakeholders (members of the chambers, builder's associations, etc.) to obtain feedback relative to the proposed consolidated policy; and convened a Taskforce to assist in developing mentor/protégé and apprenticeship programs in cooperation with MGT. The proposed consolidated policy will be presented to the IA Board for consideration on December 12, 2019; and, will subsequently be brought to the County and City Commissions for consideration.

The FY 2019 Annual Report of Expenditures will be the final report presented to the Board and staff anticipates that presentation being made during the spring of 2020. This is due to the MWBE Program being administered based upon the 2009 Disparity Study Update, until the 2019 Disparity Study being accepted in June of this year by the IA Board.

**Options:**

1. Accept the annual status report on the Minority, Women, and Small Business Enterprise Expenditures.
2. Do not accept the annual status report on the Minority, Women, and Small Business Enterprise Expenditures.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. 2009 Disparity Study Update
2. Small Business Enterprise Program Overview



# Final Report

Leon County  
Board of County  
Commissioners

Disparity Update Study



October 15, 2009



Posted December 2, 2019

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*Leon County Board of County  
Commissioners*

*Disparity Update Study*

**FINAL REPORT**

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Submitted to:  
Mr. Parwez Alam  
County Administrator  
County Administrator's Office  
Leon County Courthouse  
Tallahassee, Florida 32301



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October 15, 2009

## TABLE OF CONTENTS

---

	<b>PAGE</b>
1.0 INTRODUCTION .....	1-1
1.1 Objective .....	1-1
1.2 Technical Approach .....	1-2
1.2 Report Organization .....	1-2
2.0 LEGAL REVIEW .....	2-1
2.1 Introduction .....	2-1
2.2 Standards of Review for Race- and Gender-Specific Programs .....	2-2
2.3 To Withstand Strict Scrutiny, an MBE Program Must Be Based on Thorough Evidence Showing a Compelling Governmental Interest.....	2-5
2.4 Sufficiently Strong Evidence of Significant Statistical Disparities Between Qualified Minorities Available and Minorities Utilized Will Satisfy Strict Scrutiny and Justify a Narrowly Tailored M/WBE Program .....	2-8
2.5 The Governmental Entity or Agency Enacting an M/WBE Program Must Be Shown to Have Actively or Passively Perpetuated the Discrimination.....	2-14
2.6 To Withstand Strict Scrutiny, an M/WBE Program Must Be Narrowly Tailored to Remedy Identified Discrimination.....	2-17
2.7 Personal Liability for Implementing an M/WBE Program .....	2-21
2.8 DBE Programs: The “As-Applied” Challenge in Western States Paving .....	2-21
2.9 Small Business Procurement Preferences.....	2-23
2.10 Local Business Preferences.....	2-24
2.11 Conclusions.....	2-28
3.0 REVIEW OF POLICIES, PROCEDURES, AND PROGRAMS .....	3-1
3.1 Methodology.....	3-1
3.2 County Organizational Structure and Purchasing Function .....	3-3
3.3 Methods of Procurement.....	3-6
3.4 Remedial Programs .....	3-16
3.5 Conclusions.....	3-26
4.0 UTILIZATION AND AVAILABILITY ANALYSIS .....	4-1
4.1 Methodology.....	4-1
4.2 Construction .....	4-8
4.3 Architecture and Engineering.....	4-13
4.4 Professional Services.....	4-16
4.5 Other Services .....	4-19

## TABLE OF CONTENTS (Continued)

---

	<b>PAGE</b>
4.0 UTILIZATION AND AVAILABILITY ANALYSIS (Continued) .....	4-1
4.6 Materials and Supplies .....	4-22
4.7 Summary .....	4-25
5.0 DISPARITY ANALYSIS .....	5-1
5.1 Methodology .....	5-1
5.2 Disparity Indices Results .....	5-2
6.0 PRIVATE SECTOR UTILIZATION AND DISPARITY ANALYSES .....	6-1
6.1 Methodology – Private Sector Commercial Construction Analysis .....	6-1
6.2 Collection and Management of Data .....	6-2
6.3 Private Sector Utilization Analysis by Race/Gender/Ethnicity of Business Ownership for Construction Prime Contractors and Subcontractors .....	6-4
6.4 Private Sector Availability Analysis by Race/Gender/Ethnicity of Business Ownership for Construction Contractors .....	6-14
6.5 Analysis of Disparities in Private Sector Utilization by Race/Gender/ Ethnicity of Business Ownership for Construction Prime Contractors and Subcontractors .....	6-15
6.6 Comparison of the County's Utilization of M/WBE Contractors with M/WBE Business Utilization in the Private Sector .....	6-24
6.7 Conclusions .....	6-25
7.0 SELECTED BEST PRACTICES .....	7-1
7.1 Small Business Enterprise Prime Contractor Program .....	7-1
7.2 HUBZones .....	7-3
7.3 Small Business Enterprise Program for Subcontractors .....	7-4
7.4 Disadvantaged Business Enterprise Program .....	7-5
7.5 Bidder Rotation .....	7-6
7.6 Outreach .....	7-7
7.7 Construction Management, Request for Proposals, and Design-Build .....	7-8
7.8 Outsourcing .....	7-8
7.9 Race-Neutral Joint Venture .....	7-9
7.10 Combined Race-Neutral and Race-Conscious Programs .....	7-9
7.11 Management and Technical Services .....	7-9
7.12 Certification .....	7-10
7.13 Economic Development Projects .....	7-11
7.14 Project Goal Setting .....	7-12

## **TABLE OF CONTENTS (Continued)**

---

### **PAGE**

8.0	FINDINGS AND RECOMMENDATIONS.....	8-1
8.1	Findings for M/WBE Utilization and Availability.....	8-1
8.2	Commendations and Recommendations .....	8-5

### **APPENDICES**

Appendix A:	Utilization Details
Appendix B:	Analysis of Race/Gender/Ethnicity Effects on Self-Employment Propensity and Earnings
Appendix C:	PUMS Regression Analysis
Appendix D:	Private Sector Discussion

## ***1.0 INTRODUCTION***

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## 1.0 INTRODUCTION

In October 2008, the Board of Commissioners for Leon County, Florida (County) contracted MGT of America, Inc. (MGT), to conduct a minority- and woman-owned business enterprise (M/WBE) program study update. The study consisted of fact finding to determine whether the M/WBE program had eliminated active discrimination; to determine the effects of past discrimination in County procurement and contracting, and to what extent; and to evaluate various options for future program development if discrimination existed.

### 1.1 Objective

The purpose of the disparity study was to:

- Examine what, if any, barriers may have resulted in disparities in the utilization of available M/WBEs and non-M/W/Bes, and examine and summarize related findings from other similar studies that encompass the County's relevant marketplace.
- Identify from the most accurate sources the availability of M/WBEs that are ready, willing, and able to do business with the County in the relevant market area.
- Analyze the contracting and expenditure data of the County to determine its utilization of M/WBEs.
- Determine the extent to which any identified disparities in the utilization of available M/WBEs by the County might be impacted by discrimination.
- Recommend programs to remedy the effects of any discrimination identified, and to reduce or eliminate any other marketplace barriers that adversely affect the contract participation of such minority-, woman-, and small-business enterprises (M/W/SBEs) and non-M/W/SBEs.

Governmental entities like the County have authorized disparity studies in response to the *City of Richmond v. J. A. Croson Co.*<sup>1</sup> (Croson) decision to determine whether there is a compelling interest for remedial procurement programs. Recommendations resulting from such studies are used to narrowly tailor any resulting programs to specifically address findings of underutilization attributable to unfair business practices.

The results of the County's study are found in this report. Throughout the chapters that follow, MGT presents its findings, analyses, and recommendations. This chapter summarizes the objectives for the study, the technical approach used to accomplish the objectives, the major tasks undertaken, and an overview of the organization of the report.

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<sup>1</sup> *City of Richmond v. J. A. Croson, Co.*, 488 U.S. 469 (1989).

## **1.2 Technical Approach**

In conducting the study and preparing recommendations, MGT followed a carefully designed work plan that allowed MGT study team members to fully analyze availability, utilization, and disparity with regard to M/WBE participation. MGT's approach has been tested in over 129 jurisdictions and proven reliable to meet the study's objectives. The work plan consisted of, but was not limited to, the following major tasks:

- Conducting a legal review.
- Establishing data parameters and finalizing a work plan.
- Reviewing policies, procedures and programs.
- Conducting utilization analyses.
- Determining the availability of qualified firms.
- Analyzing the utilization and availability data for disparity analyses.
- Conducting disparity analyses of the relevant private market.
- Providing information on best practices in small and M/WBE business development.
- Identifying narrowly tailored race- and gender-based and race- and gender-neutral remedies.
- Preparing the final report for this study.

## **1.3 Report Organization**

In addition to this introductory chapter, this report contains the following sections which provide MGT's findings as to the presence, or absence, of disparity in the County's procurement and contracting practices. The study reviewed County contract and procurement data from the period of October 1, 2003, through September 30, 2008. The overview of each chapter is as follows:

- **Chapter 2.0** presents an overview of controlling legal precedents that impact remedial procurement programs.
- **Chapter 3.0** presents a review of the County's procurement policies and procedures and an analysis of its M/WBE program and race- and gender-neutral efforts.
- **Chapter 4.0** presents the methodology used to determine the County's relevant market area and statistical analysis of vendor utilization by the County as well as the availability of firms for procurement activities.



- **Chapter 5.0** provides a discussion of the levels of disparity for prime contractors and subcontractors and a review of the multivariate analysis for the County.
- **Chapter 6.0** presents an analysis of the presence of disparity in the private sector and its effect on the ability of firms to win procurement contracts from the County.
- **Chapter 7.0** presents an overview of the program design and practices of M/W/SBE and DBE programs for federal, state, and local governments.
- **Chapter 8.0** provides a summary of the findings presented in this report with conclusions, commendations, and recommendations.<sup>2</sup>

MGT recommends reading the report in its entirety to understand the basis for the recommendations presented in **Chapter 8.0**.

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<sup>2</sup> **Chapter 8.0** is designed to provide a summary of the overall report, conclusions drawn from the study and MGT's recommendations. **Chapter 8.0** serves as an Executive Summary for the Study.

## ***2.0 LEGAL REVIEW***

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## 2.0 LEGAL REVIEW

### 2.1 Introduction

This chapter provides legal background for Leon County. The material that follows does not constitute legal advice to Leon County on minority- and woman-owned business (M/WBE) programs, affirmative action, or any other matter. Instead, it provides a context for the statistical and anecdotal analyses that appear in subsequent chapters of this report.

The Supreme Court decision in *City of Richmond v. J.A. Croson Company (Croson)*<sup>1</sup> and later cases have established and applied the constitutional standards for an affirmative action program. This chapter identifies and analyzes those decisions, summarizing how courts evaluate the constitutionality of race- and gender-specific programs. Decisions of the Eleventh Circuit, which includes Leon County, offer the most directly binding authority, but where those decisions leave issues unsettled, the review considers decisions from other circuits.

By way of a preliminary outline, the courts have determined that an affirmative action program involving governmental procurement of goods or services must meet the following standards:

- A remedial, race-conscious program is subject to strict judicial scrutiny under the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution.
  - Strict scrutiny has two basic components: a compelling governmental interest in the program and narrow tailoring of the program.
  - To survive the strict scrutiny standard, a remedial, race-conscious program must be based on a compelling governmental interest.
    - \* “Compelling interest” means the government must prove past or present racial discrimination requiring remedial attention.
    - \* There must be a specific “strong basis in the evidence” for the compelling governmental interest.
    - \* Statistical evidence is preferred and possibly necessary as a practical matter; anecdotal evidence is permissible and can offer substantial support, but it more than likely cannot stand on its own.
  - A program designed to address the compelling governmental interest must be narrowly tailored to remedy the identified discrimination.
    - \* “Narrow tailoring” means the remedy must fit the findings.
    - \* The evidence showing compelling interest must guide the tailoring very closely.

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<sup>1</sup> 488 U.S. 469 (1989).

- \* Race-neutral alternatives must be considered first.
- A lesser standard, intermediate judicial scrutiny, applies to programs that establish gender preferences.
- \* To survive the intermediate scrutiny standard, a remedial, gender-conscious program must serve important governmental objectives and be substantially related to the achievement of those objectives.
- \* The evidence does not need to be as strong and the tailoring does not need to be as specific under the lesser standard.

## **2.2 Standards of Review for Race- and Gender-Specific Programs**

### **2.2.1 Race-Specific Programs: The Croson Decision**

*Croson* established the framework for testing the validity of programs based on racial discrimination. In 1983, the Richmond City Council (the Council) adopted a Minority Business Utilization Plan (the Plan) following a public hearing in which citizens testified about historical societal discrimination. In adopting the Plan, the Council also relied on a study indicating that “while the general population of Richmond was 50 percent black, only 0.67 percent of the City’s prime construction contracts had been awarded to minority businesses in the 5-year period from 1978 to 1983.”<sup>2</sup>

The evidence before the Council also established that a variety of state and local contractor associations had little or no minority business membership. The Council relied on statements by a Council member whose opinion was that “the general conduct of the construction industry in this area and the State, and around the nation, is one in which race discrimination and exclusion on the basis of race is widespread.”<sup>3</sup> There was, however, no direct evidence of race discrimination on the part of the City in its contracting activities, and no evidence that the City’s prime contractors had discriminated against minority-owned subcontractors.<sup>4</sup>

The Plan required the City’s prime contractors to subcontract at least 30 percent of the dollar amount of each contract to one or more minority-owned business enterprise (MBE). The Plan did not establish any geographic limits for eligibility. Therefore, an otherwise qualified MBE from anywhere in the United States could benefit from the 30 percent set-aside.

J.A. Croson Company, a non-MBE mechanical plumbing and heating contractor, filed a lawsuit against the city of Richmond alleging that the Plan was unconstitutional because it violated the Equal Protection Clause of the Fourteenth Amendment. After a considerable record of litigation and appeals, the Fourth Circuit struck down the Richmond Plan and the Supreme Court affirmed this decision.<sup>5</sup> The Supreme Court determined that strict scrutiny was the appropriate standard of judicial review for MBE programs, so that a race-conscious program must be based on a compelling governmental interest and be narrowly tailored to

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<sup>2</sup> Id. at 479-80.

<sup>3</sup> Id. at 480.

<sup>4</sup> Id.

<sup>5</sup> Id. at 511.

achieve its objectives. This standard requires a firm evidentiary basis for concluding that the underutilization of minorities is a product of past discrimination.<sup>6</sup>

### **2.2.2 Gender-Specific Programs**

The Supreme Court has not addressed the specific issue of a gender-based classification in the context of a woman-owned business enterprise (WBE) program. *Croson* was limited to the review of an MBE program. In evaluating gender-based classifications, the Court has used what some call “intermediate scrutiny,” a less stringent standard of review than the “strict scrutiny” applied to race-based classifications. Intermediate scrutiny requires that classifying persons on the basis of sex “must carry the burden of showing an exceedingly persuasive justification for the classification.”<sup>7</sup> The classification meets this burden “only by showing at least that the classification serves ‘important governmental objectives and that the discriminatory means employed’ are ‘substantially related to the achievement of those objectives.’”<sup>8</sup>

Several federal courts have applied intermediate scrutiny to WBE programs and yet have found the programs to be unconstitutional.<sup>9</sup> Nevertheless, in *Coral Construction v. King County*, the Ninth Circuit upheld a WBE program under the intermediate scrutiny standard.<sup>10</sup> Even using intermediate scrutiny, the court in *Coral Construction* noted that some degree of discrimination must be demonstrated in a particular industry before a gender-specific remedy may be instituted in that industry. As the court stated, “the mere recitation of a benign, compensatory purpose will not automatically shield a gender-specific program from constitutional scrutiny.”<sup>11</sup> Indeed, one court has questioned the concept that it might be easier to establish a WBE program than it is to establish an MBE program.<sup>12</sup>

More recently, the Tenth Circuit, on the second appeal in *Concrete Works of Colorado v. City of Denver (Concrete Works IV)*,<sup>13</sup> approved the constitutionality of a WBE program based on evidence comparable to that supporting an MBE program that the court also upheld in the same decision. Unlike *Coral Construction*, however, *Concrete Works IV* offered no independent guidance on the level of evidence required to support a WBE program.

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<sup>6</sup> Id. at 493.

<sup>7</sup> *Mississippi Univ. for Women v. Hogan*, 458 U.S. 718, 724 (1982) (quoting *Kirchberg v. Feenstra*, 450 U.S. 455, 461 (1981)); see also *United States v. Virginia*, 518 U.S. 515, 531 (1996), *Tuan Anh Nguyen v. INS*, 533 U.S. 53, 60 (2001).

<sup>8</sup> *Mississippi Univ. for Women*, *supra*, at 724 (quoting *Wengler v. Druggists Mut. Ins. Co.*, 446 U.S. 142, 150 (1980)); see also *Virginia*, *supra*, at 533, *Nguyen*, *supra*, at 60.

<sup>9</sup> See *Assoc. Util. Contrs. v. Baltimore*, 83 F. Supp. 2d 613 (D Md 2000); *Eng’g Contrs. Ass’n of S. Florida, Inc. v. Dade County*, 122 F.3d 895 (11<sup>th</sup> Cir. 1997); *Builders Ass’n of Greater Chicago v. County of Cook*, 256 F.3d 642 (7<sup>th</sup> Cir. 2001). The Eighth Circuit did not address the application of intermediate scrutiny to WBE participation in the federal DBE program in *MnDOT*, 345 F.3d 964 (8<sup>th</sup> Cir. 2003); cert. denied, 158 L.Ed. 2d 729 (2004) – 541 U.S. 1041 *Sherbrooke Turf, Inc. v.*

<sup>10</sup> *Coral Constr. Co. v. King County*, 941 F.2d 910 (9<sup>th</sup> Cir. 1991), cert. denied, 502 U.S. 1033 (1992).

<sup>11</sup> Id. at 932.

<sup>12</sup> *Builders Ass’n of Greater Chicago*, 256 F.3d at 644. See also *States Paving Co. v. Washington State DOT*, 407 F.3d 983, 991, n.6 (9<sup>th</sup> Cir. 2005) (rejecting need for separate analysis of WBE program under intermediate scrutiny).

<sup>13</sup> 321 F.3d 950 (10<sup>th</sup> Cir. 2003).

### **2.2.3 An Overview of the Applicable Case Law**

*Croson* did not find a compelling justification for a complete MBE program. *Croson* found the city of Richmond's evidence to be inadequate as a matter of law. Nevertheless, more recent cases in other federal circuits have addressed applications of the law that were not considered in *Croson*. Thus, it becomes necessary to look to the decisions of other federal circuits to predict what level of evidence might be required to establish an affirmative action program.

The discussion in this review will also attend closely to the most relevant decisions in the area of government contracting. Justice O'Connor, distinguishing her majority opinion on affirmative action in law school admissions from her opinions in government contracting cases, wrote:

*Context matters when reviewing race-based governmental action under the Equal Protection Clause. . . . Not every decision influenced by race is equally objectionable and strict scrutiny is designed to provide a framework for carefully examining the importance and the sincerity of the reasons advanced by the governmental decision maker for the use of race in that particular context.*<sup>14</sup>

Further, some caution must be exercised in relying upon opinions of the federal district courts, which make both findings of fact and holdings of law. As to holdings of law, the district courts are ultimately subject to rulings by their circuit courts. As to matters of fact, their decisions depend heavily on the precise record before them, in these cases frequently including matters such as evaluations of the credibility and expertise of witnesses. Such findings are not binding precedents outside of their districts, even if they indicate the kind of evidence and arguments that might succeed elsewhere.

Finally, the ways in which municipalities participate in national disadvantaged business enterprise (DBE) programs is a specialized issue distinct from that of supporting municipal programs, even if the same kinds of evidence and same levels of review apply. In *Adarand Constructors, Inc. v. Peña*,<sup>15</sup> the Supreme Court did decide that federal DBE programs should be examined by the same strict scrutiny standard that *Croson* mandated for state and local programs. Nevertheless, cases considering national DBE programs have many important distinctions from cases considering municipal programs, particularly when it comes to finding a compelling governmental interest.<sup>16</sup> The national DBE cases have somewhat more application in determining whether a local program is narrowly tailored (to be discussed in Section 2.6).<sup>17</sup>

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<sup>14</sup> *Grutter v. Bollinger*, 539 U.S. 306, 327 (2003).

<sup>15</sup> *Adarand Constructors, Inc. v. Peña*, 515 U.S. 200-227 (1995).

<sup>16</sup> See *Adarand Constructors, Inc. v. Slater*, 228 F.3d 1147-1165 (10<sup>th</sup> Cir. 2000), cert. granted in part sub nom., *Adarand Constructors, Inc. v. Mineta*, 532 U.S. 967 (2001); cert. dismissed as improvidently granted, 534 U.S. 103 (2001); *Sherbrooke Turf*, 345 F.3d at 970-1.

<sup>17</sup> Recently the Ninth Circuit ruled in *Western States Paving Co. v. Washington State DOT* that specific evidence of discrimination was necessary at a state level in order for the implementation of race-conscious goals to be narrowly tailored. *States Paving Co.*, 407 F.3d at 997-8. In *Northern Contracting v. Illinois DOT*, the district court, while not striking down the program, also required the Illinois DOT to develop local evidence of discrimination sufficient to justify the imposition of race-conscious goals. In this sense, for these cases narrow tailoring still requires factual predicate information to support race-conscious program elements in a DBE program. *N. Contr. v. Illinois*, No. 00 4515 (ND IL 2004), decided 3/3/04 (2004 U.S. Dist. LEXIS 3226) 139-160.

Thus, the majority of this review will be based on decisions of the federal circuit courts applying *Croson* to city or county programs designed to increase participation by M/WBEs in government contracting. This is not a large body of case law. While other cases are useful as to particular points, only a small number of circuit court cases have reviewed strictly local M/WBE programs and given clear, specific, and binding guidance about the adequacy of a complete factual record including thorough, local disparity studies with at least some statistical analysis. Further, in one of the three directly applicable circuit court cases, the Third Circuit evaded the issue of compelling justification after lengthy discussion, holding that the Philadelphia M/WBE program was unconstitutional because it was not narrowly tailored.<sup>18</sup>

Ultimately, only two circuit court decisions since *Croson* have passed definitively on thorough, strictly local disparity studies: *Engineering Contractors Association of South Florida, Inc.*,<sup>19</sup> and *Concrete Works IV*.<sup>20</sup> In *Engineering Contractors*, the Eleventh Circuit ultimately upheld the district court finding that Dade County's disparity studies were not adequate to support an M/WBE program, at least in the face of rebuttal evidence.<sup>21</sup> By contrast, in *Concrete Works IV*, the Tenth Circuit, after holding that the district court had used an improper standard for weighing the evidence, went on to evaluate the evidence and determine that it was adequate as a matter of law to establish a compelling justification for Denver's program. The Supreme Court refused to hear the appeal in *Concrete Works IV*,<sup>22</sup> although the refusal in itself has no precedential effect. The dissent to that denial, written by Justice Scalia with the Chief Justice joining, argues that these cases may mark a split in approach among the circuits that will need to be reconciled.

### **2.3 To Withstand Strict Scrutiny, an MBE Program Must Be Based on Thorough Evidence Showing a Compelling Governmental Interest**

For government contracting programs, courts have yet to find a compelling governmental interest for affirmative action other than remedying discrimination in the relevant marketplace. In other arenas, diversity has served as a compelling governmental interest for affirmative action. For example, the Ninth Circuit upheld race-based admission standards at an experimental elementary school in order to provide a more real world education experience.<sup>23</sup> More recently, in *Petit v. City of Chicago*, the Seventh Circuit relied on *Grutter v. Bollinger* in stating that urban police departments had "an even more compelling need for diversity" than universities and upheld the Chicago program "under the *Grutter* standards."<sup>24</sup> The recent holding that other compelling interests may support affirmative action does not yet appear to have any application to public contracting.<sup>25</sup>

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<sup>18</sup> *Contractors Ass'n of E. Penn. Inc. v. City of Philadelphia*, 91 F.3d 586, 605 (3<sup>rd</sup> Cir. 1996).

<sup>19</sup> 122 F.3d 895.

<sup>20</sup> 321 F.3d 950.

<sup>21</sup> Compare *Cone Corp. v. Hillsborough County*, 908 F.2d 908 (11<sup>th</sup> Cir. 1990), an earlier decision of the Eleventh Circuit reversing summary judgment against an MBE program where more limited statistical evidence was found adequate to require a trial on the merits in the face of a relatively weak challenge.

<sup>22</sup> *Concrete Works of Colo. v. City of Denver*, Scalia, J. dissenting, 540 U.S. 1027, 1027-35 (2003).

<sup>23</sup> *Hunter v. Regents of the Univ. of Cal.*, 190 F.3d 1061 (9<sup>th</sup> Cir. 1999).

<sup>24</sup> *Petit v. City of Chicago*, 352 F.3d 1111, 1114 (7<sup>th</sup> Cir. 2003).

<sup>25</sup> *Grutter v. Bollinger*, 539 U.S. 306 (2003). For an argument that other bases could serve as a compelling interest in public contracting, see Michael K. Fridkin, "The Permissibility of Non-Remedial Justifications for Racial Preferences in Public Contracting," 24 *N. Ill. U. L. Rev.* 509-510 (Summer 2004).

*Croson* identified two necessary factors for establishing racial discrimination sufficiently to demonstrate a compelling governmental interest in establishing an M/WBE program. First, there needs to be identified discrimination in the relevant market.<sup>26</sup> Second, “the governmental actor enacting the set-aside program must have somehow perpetuated the discrimination to be remedied by the program,”<sup>27</sup> either actively or at least passively with the “infusion of tax dollars into a discriminatory industry.”<sup>28</sup>

Although the Supreme Court in *Croson* did not specifically define the methodology that should be used to establish the evidentiary basis required by strict scrutiny, the Court did outline governing principles. Lower courts have expanded the Supreme Court’s *Croson* guidelines and have applied or distinguished these principles when asked to decide the constitutionality of state, county, and city programs that seek to enhance opportunities for minorities and women.

### **2.3.1 Post-Enactment Evidence**

The Supreme Court in *Croson* found pre-enactment evidence of discrimination insufficient to justify the program. The defendant in *Croson* did not seek to defend its program based on post-enactment evidence. However, following *Croson*, a number of circuits did defend the use of post-enactment evidence to support the establishment of a local public affirmative action program.<sup>29</sup> Some cases required both pre-enactment and post-enactment evidence.<sup>30</sup>

The Supreme Court case in *Shaw v. Hunt*<sup>31</sup> raised anew the issue of post-enactment evidence in defending local public sector affirmative action programs. *Shaw* involved the use of racial factors in drawing voting districts in North Carolina. In *Shaw*, the Supreme Court rejected the use of reports providing evidence of discrimination in North Carolina because the reports were not developed before the voting districts were designed. Thus, the critical issue was whether the legislative body believed that discrimination had existed before the districts were drafted.<sup>32</sup> Following the *Shaw* decision, two districts courts rejected the use of post-enactment evidence in the evaluation of the constitutionality of local minority business programs.<sup>33</sup>

### **2.3.2 Agency Evidence**

An agency contemplating an M/WBE program should have evidence expressly and specifically linked to the agency itself. The Fifth Circuit criticized the city of Jackson for commissioning a disparity study but not adopting the findings of the study.<sup>34</sup> A district court in New Jersey struck down a set-aside involving New Jersey casino licenses that was

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<sup>26</sup> *Croson*, 488 U.S. at 492.

<sup>27</sup> *Coral Construction*, 941 F.2d at 916.

<sup>28</sup> *Id.*

<sup>29</sup> See *Eng’g Contrs. Ass’n of S. Florida, Inc. v. Dade County*, 122 F.3d 895, 911 (11<sup>th</sup> Cir. 1997); *Contrs. Ass’n of E. Philadelphia v. Philadelphia*, 6 F.3d 990, 1009 n.18 (2<sup>nd</sup> Cir. 1993); *Concrete Works of Colorado, Inc. v. City and County of Denver*, 36 F.3d 1513, 1521 (10<sup>th</sup> Cir. 1994).

<sup>30</sup> See *Coral Construction Co. v. King County*, 941 F.2d 910-920 (9<sup>th</sup> Cir. 1991).

<sup>31</sup> *Shaw v. Hunt*, 517 U.S. 899 (1996).

<sup>32</sup> *Id.* at 910.

<sup>33</sup> *AUC v. Baltimore*, 83 F. Supp. 2d 613, 620-22 (D. Md. 2000); *West Tenn. ABC v. Memphis City Schools*, 64 F. Supp. 2d 714, 718-21 (W.D. Tenn. 1999).

<sup>34</sup> *Scott v. City Of Jackson*, 199 F.3d 206, 218 (1999).



based on the factual predicate study for the state of New Jersey M/WBE program, which did not cover the casino industry.<sup>35</sup>

### **2.3.3 Outreach Programs**

There is some debate about whether or not outreach programs are subject to strict scrutiny. In *Peightal v. Metropolitan Dade County*, the Eleventh Circuit treated recruiting and outreach efforts as “race-neutral” policies.<sup>36</sup> Other lower court cases have stated that expanding the pool disadvantages no one and thus a distinction should be made between inclusive and exclusive outreach.<sup>37</sup> Similarly, in *Allen v. Alabama State Bd. Of Education*, a case involving teacher certification examinations, the Eleventh Circuit stated that the,

*Board must be conscious of race in developing the examination, choosing test items to minimize any racially disparate impact within the framework of designing a valid and comprehensive teaching examination. Nothing in Adarand requires the application of strict scrutiny to this sort of race-consciousness.*<sup>38</sup>

However, in *Virdi v. DeKalb County School District*, litigation involving a minority vendor program (MVP), the Eleventh Circuit stated that,

*It is well settled that “all racial classifications imposed by government must be analyzed by a reviewing court under strict scrutiny”. Grutter v. Bollinger, 539 U.S. 306, 326, 123 S. Ct. 2325, 2337 (2003) (quoting Adarand Constructors, Inc. v. Peña, 515 U.S. 200, 227, 115 S.Ct. 2097, 2113 (1995)). To the extent that Defendants argue that the MVP did not contain racial classifications because it did not include set-asides or mandatory quotas, we note that strict scrutiny applies to all racial classifications, not just those creating binding racial preferences. The MVP includes racial classifications. It is therefore subject to strict scrutiny.*<sup>39</sup>

### **2.3.4 Disabled Business Enterprise**

Disabled business enterprise programs are quite common in federal, state, and local government. Section 15(g) of the Small Business Act provides for a goal of not less than 3 percent utilization of service-disabled veteran businesses in federal contracting.<sup>40</sup> Section 36 of that Act grants the authority to set-aside for service-disabled veteran-owned businesses.<sup>41</sup> These policies were strengthened and reaffirmed in October 2004, in Executive Order 13360. The U.S. Army alone projects \$1.8 billion in set-asides to service-disabled veteran-owned businesses in FY 2008.<sup>42</sup>

<sup>35</sup> *Ass’n. for Fairness in Business, Inc. v. New Jersey*, 82 F. Supp. 2d 353, 361 (D.N.J. 2000).

<sup>36</sup> 26 F.3d 154, 1557-58 (11th Cir. 1994).

<sup>37</sup> *Shuford v. Alabama State Bd. of Educ.*, 897 F. Supp. 1535, 1551-52 (M.D. Ala. 1995).

<sup>38</sup> . 164 F.3d 1347, 1352 (11th Cir.1999).

<sup>39</sup> 135 Fed. Appx. 262, 267, 2005 U.S. App. LEXIS 11203 (11<sup>th</sup> Cir. 2005).

<sup>40</sup> 15 U.S.C. 644(g).

<sup>41</sup> 15 U.S.C. 657f.

<sup>42</sup> U.S. Army Office of Small Business Programs, [www.vetbiz.gov/library/Army.pdf](http://www.vetbiz.gov/library/Army.pdf)

Disabled business enterprise programs are also common at the state and local government level and are often a component of an M/WBE program.<sup>43</sup> Some local government agencies, in particular California and Connecticut, also set aside government contracts for disabled business enterprises or disabled veteran's business enterprises. California follows the federal program with a 3 percent disabled goal.<sup>44</sup> The state of Connecticut set aside 25 percent of its project for SBEs and then 25 percent of the SBE program is for certified M/WBEs. Disabled firms are classified as minority firms for purposes of the rule.<sup>45</sup> There are also state laws granting preferences of some sort to the disabled, and particularly the service disabled veterans.<sup>46</sup>

While there has been an extensive body of case law involving the Americans for Disabilities Act, there have been no federal court cases challenging the constitutionality of disabled business enterprises under the Equal Protection clause. There are at least two reasons for this absence of a court record. First, at the state and local government level, these programs are typically very small, having only a handful of participants. Second, and more importantly, the U.S. Supreme Court has not ruled that the disabled are a suspect class and thus government programs addressing the disabled are not subject to strict scrutiny, or even intermediate scrutiny.<sup>47</sup> Instead programs both favoring and hampering the disabled are subject to the rational relationship test, the lowest level of judicial scrutiny. Nevertheless, this report will separately analyze data on disabled business enterprises.

## **2.4 Sufficiently Strong Evidence of Significant Statistical Disparities Between Qualified Minorities Available and Minorities Utilized Will Satisfy Strict Scrutiny and Justify a Narrowly Tailored M/WBE Program**

The Supreme Court in *Croson* stated that "where gross statistical disparities can be shown, they alone in a proper case may constitute *prima facie* proof of a pattern or practice of discrimination."<sup>48</sup> But the statistics must go well beyond comparing the rate of minority presence in the general population to the rate of prime construction contracts awarded to MBEs. The Court in *Croson* objected to such a comparison, indicating that the proper statistical evaluation would compare the percentage of qualified MBEs in the relevant market with the percentage of total municipal construction dollars awarded to them.<sup>49</sup>

<sup>43</sup> See North Carolina, Executive Order #150 and General Statutes 143-48 & 143-128.2(g)(1)(2)(3), Philadelphia, Executive Order 05 Relating To The Participation Of Minority, Women And Disabled Businesses In City Contracts, March 2005; Rhode Island GL 37-2.2-3, (procurement of Goods and services are available from certified Rhode Island Disability Business Enterprises (dbes) whose workforce consists of more than 75% persons with disabilities or certified nonprofit rehabilitation facilities); The regional Texas certification agencies certify for disabled business enterprises.

<sup>44</sup> California Executive Order D-43-01, June 22, 2001. California Disabled Veteran Business Enterprise Set Aside Program (establishes a goal for state entities to award at least 3% of their contracts for materials, supplies, equipment, alterations, repairs, or improvements to disabled veteran business enterprises. A 2001 act (Assembly Bill 941) requires the departments subject to this goal to appoint disabled veteran business enterprise advocates).

<sup>45</sup> Executive Order D-37-1

<sup>46</sup> See Fl. Stat. \_295.07(1) (1991) (exempting disabled veterans from specific hiring procedures and employment exams for state jobs); Fl. Stat. \_196.031 (1991) (hiring preferences for disabled veterans).

<sup>47</sup> *City of Cleburne v. Cleburne Living Center*, 473 U.S. 432 (1985) (no rational basis for discriminatory application of special use permit for group home for mentally disabled).

<sup>48</sup> *Croson*, 488 U.S. at 501, quoting *Hazelwood School Division v. United States*, 433 U.S. 299, 307-308 (1977).

<sup>49</sup> Id. at 502.

To meet this more precise requirement, courts have accepted the use of a disparity index.<sup>50</sup> The Supreme Court in *Croson* recognized statistical measures of disparity that compared the number of qualified and available M/WBEs with the rate of municipal construction dollars actually awarded to M/WBEs in order to demonstrate discrimination in a local construction industry.<sup>51</sup> The Ninth Circuit has stated, “In our recent decision [*Coral Construction*] we emphasized that such statistical disparities are ‘an invaluable tool’ in demonstrating the discrimination necessary to establish a compelling interest.”<sup>52</sup>

#### **2.4.1 Determining Availability**

To perform proper disparity analysis, the government must determine “availability”—the number of qualified minority contractors willing and able to perform a particular service for the municipality. In *Croson*, the Court stated:

*Where there is a significant statistical disparity between the number of qualified minority contractors willing and able to perform a particular service and the number of such contractors actually engaged by the locality or the locality’s prime contractors, an inference of discriminatory exclusion could arise.*<sup>53</sup>

An accurate determination of availability also permits the government to meet the requirement that it “determine the precise scope of the injury it seeks to remedy” by its program.<sup>54</sup> Following *Croson*’s statements on availability, lower courts have considered how legislative bodies may determine the precise scope of the injury sought to be remedied by an MBE program. Nevertheless, the federal courts have not provided clear guidance on the best data sources or techniques for measuring M/WBE availability.

Different forms of data used to measure availability give rise to particular controversies. Census data have the benefit of being accessible, comprehensive, and objective in measuring availability. In *Contractors Ass’n of Eastern Pennsylvania, Inc.*, the Third Circuit, while noting some of the limitations of census data, acknowledged that such data could be of some value in disparity studies.<sup>55</sup> In that case, the city of Philadelphia’s consultant calculated a disparity using data showing the total amount of contract dollars awarded by the City, the amount that went to MBEs, and the number of African American construction firms. The consultant combined these data with data from the Census Bureau on the number of construction firms in the Philadelphia Standard Metropolitan Statistical Area.<sup>56</sup> Despite the district court’s reservations about mixing data sources, the Third Circuit appeared to have been prepared to accept such data had it ruled on the showing of a compelling interest.

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<sup>50</sup> See *Engineering Contractors Ass’n of South Florida, Inc.*, 122 F.3d at 914; *Concrete Works IV*, 321 F.3d at 964-69.

<sup>51</sup> *Croson*, 488 U.S. at 503-504.

<sup>52</sup> *Ass’d. General Contrs. of California, Inc. v. Coalition for Economic Equity*, 950 F.2d 1401, 1414 (9<sup>th</sup> Cir. 1991) (*AGCC II*) citing *Coral Construction*, 941 F.2d at 918; see also *Croson*, 488 U.S. at 509.

<sup>53</sup> *Croson*, 488 U.S. at 509 (emphasis added).

<sup>54</sup> *Id.* at 498.

<sup>55</sup> *Contractors Assn v. Philadelphia*, 91 F.3d 586, 604 (3<sup>rd</sup> Cir 1996).

<sup>56</sup> *Contractors Association of Eastern Pennsylvania, Inc.*, 91 F.3d at 604.

At least one commentator has suggested using bidder data to measure M/WBE availability,<sup>57</sup> but *Croson* does not require the use of bidder data to determine availability. In *Concrete Works*, in the context of the plaintiffs' complaint that the city of Denver had not used such information, the Tenth Circuit noted that bid information also has its limits.<sup>58</sup> Firms that bid may not be qualified or able, and firms that do not bid may be qualified and able, to undertake agency contracts.

#### **2.4.2 Racial Classifications**

In determining availability, choosing the appropriate racial groups to consider becomes an important threshold interest.<sup>59</sup> In *Croson*, the Supreme Court criticized the city of Richmond's inclusion of "Spanish speaking, Oriental, Indian, Eskimo, or Aleut persons" in its affirmative action program.<sup>60</sup> These groups had not previously participated in City contracting and "The random inclusion of racial groups that, as a practical matter, may never have suffered from discrimination in the construction industry in Richmond suggests that perhaps the City's purpose was not in fact to remedy past discrimination."<sup>61</sup> To evaluate availability properly, data must be gathered for each racial group in the marketplace. The Federal Circuit has also required that evidence as to the inclusion of particular groups be kept reasonably current.<sup>62</sup>

#### **2.4.3 Relevant Market Area**

Another issue in availability analysis is the definition of the relevant market area. Specifically, the question is whether the relevant market area should be defined as the area from which a specific percentage of purchases is made, the area in which a specific percentage of willing and able contractors may be located, or the area determined by a fixed geopolitical boundary.

The Supreme Court has not yet established how the relevant market area should be defined, but some circuit courts have done so, including the Tenth Circuit in *Concrete Works II*, the first appeal in the city of Denver litigation.<sup>63</sup> *Concrete Works of Colorado*, a non-M/WBE construction company, argued that *Croson* precluded consideration of discrimination evidence from the six-county Denver Metropolitan Statistical Area (MSA), so Denver should use data only from within the city and county of Denver. The Tenth Circuit, interpreting *Croson*, concluded, "The relevant area in which to measure discrimination . . . is the local construction market, but that is not necessarily confined by jurisdictional boundaries."<sup>64</sup> The court further stated, "It is important that the pertinent data closely relate to the jurisdictional area of the municipality whose program we scrutinize, but here Denver's contracting activity, insofar as construction work is concerned, is closely related to the Denver MSA."<sup>65</sup>

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<sup>57</sup> LaNoue, George R., "Who Counts? Determining the Availability of Minority Businesses for Public Contracting After *Croson*," 21 *Harv. J. L. and Pub. Pol.* 793, 833-834 (1998).

<sup>58</sup> *Concrete Works IV*, 321 F.3d at 983-84.

<sup>59</sup> Racial groups, as the term is used herein, include both racial and ethnic categories.

<sup>60</sup> 488 U.S. at 506.

<sup>61</sup> *Id.*

<sup>62</sup> *Rothe Development Co. v. U.S. Dept. of Defense*, 262 F.3d 1306, 1323 (Fed. Cir. 2003).

<sup>63</sup> *Concrete Works II*, 36 F.3d at 1520.

<sup>64</sup> *Id.*

<sup>65</sup> *Id.*

The Tenth Circuit ruled that because more than 80 percent of Denver Department of Public Works construction and design contracts were awarded to firms located within the Denver MSA, the appropriate market area should be the Denver MSA, not the city and county of Denver alone.<sup>66</sup> Accordingly, data from the Denver MSA were “adequately particularized for strict scrutiny purposes.”<sup>67</sup>

#### **2.4.4 Firm Qualifications**

Another availability consideration is whether M/WBE firms are qualified to perform the required services. In *Croson*, the Supreme Court noted that although gross statistical disparities may demonstrate *prima facie* proof of discrimination, “when special qualifications are required to fill particular jobs, comparisons to the general population (rather than to the smaller group of individuals who possess the necessary qualifications) may have little probative value.”<sup>68</sup> The Court, however, did not define the test for determining whether a firm is qualified.

Considering firm qualifications is important not only to assess whether M/WBEs in the relevant market area can provide the goods and services required, but also to ensure proper comparison between the number of qualified M/WBEs and the total number of similarly qualified contractors in the marketplace.<sup>69</sup> In short, proper comparisons ensure the required integrity and specificity of the statistical analysis. For instance, courts have specifically ruled that the government must examine prime contractors and subcontractors separately when the M/WBE program is aimed primarily at one or the other.<sup>70</sup>

#### **2.4.5 Willingness**

*Croson* requires that an “available” firm must be not only qualified but also willing to provide the required services.<sup>71</sup> In this context, it can be difficult to determine whether a business is willing. Courts have approved including businesses in the availability pool that may not be on the government’s certification list. In *Concrete Works II*, Denver’s availability analysis indicated that while most MBEs and WBEs had never participated in City contracts, “almost all firms contacted indicated that they were interested in [municipal work].”<sup>72</sup> In *Contractors Association of Eastern Pennsylvania, Inc.*, the Third Circuit explained, “[i]n the absence of some reason to believe otherwise, one can normally assume that participants in a market with the ability to undertake gainful work will be ‘willing’ to undertake it.”<sup>73</sup> The court went on to note:

*[P]ast discrimination in a marketplace may provide reason to believe the minorities who would otherwise be willing are discouraged from trying to secure the work. . . . [I]f there has been discrimination in City contracting, it is to be expected that [African American] firms may be discouraged from applying, and the low numbers [of African American firms seeking to*

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<sup>66</sup> Id.

<sup>67</sup> Id.

<sup>68</sup> *Croson*, 488 U.S. at 501 (quoting *Hazelwood School Dist. v. United States*, 433 U.S. 299, 308, n.13 (1977)).

<sup>69</sup> See *Hazelwood School Dist.*, 433 U.S. at 308; *Contractors Ass’n*, 91 F.3d at 603.

<sup>70</sup> *W. H. Scott Constr. Co. v. City of Jackson*, 199 F.3d 206, 218 (5<sup>th</sup> Cir.1999).

<sup>71</sup> *Croson*, 488 U.S. at 509.

<sup>72</sup> *Concrete Works II*, 36 F.3d at 1529, quoting, *Appellant’s Appendix*.

<sup>73</sup> *Contractors Association of Eastern Pennsylvania, Inc.*, 91 F.3d at 603 (in original quotation marks).

*prequalify for City-funded contracts] may tend to corroborate the existence of discrimination rather than belie it.<sup>74</sup>*

Even so, the strongest possible disparity study would also present information about the willingness of M/WBEs to perform the required services.

#### **2.4.6 Ability**

Another availability consideration is whether the firms being considered are able to perform a particular service. Those who challenge affirmative action often question whether M/WBE firms have the “capacity” to perform particular services.

The Eleventh Circuit accepted a series of arguments that firm size has a strong impact on “ability” to enter contracts, that M/WBE firms tend to be smaller, and that this smaller size, not discrimination, explains the resulting disparity.<sup>75</sup> By contrast, the Tenth Circuit in *Concrete Works II* and *IV* recognized the shortcomings of this treatment of firm size.<sup>76</sup> *Concrete Works IV* noted that the small size of such firms can itself be a result of discrimination.<sup>77</sup> The Tenth Circuit acknowledged the city of Denver’s argument that a small construction firm’s precise capacity can be highly elastic.<sup>78</sup> Under this view, the relevance of firm size may be somewhat diminished. Further, the Eleventh Circuit was dealing with a statute which itself limited remedies to M/WBEs that were smaller firms by definition.<sup>79</sup>

#### **2.4.7 Statistical Evidence of Discrimination in Disparity Studies**

While courts have indicated that anecdotal evidence may suffice without statistical evidence, no case without statistical evidence has been given serious consideration by any circuit court. In practical effect, courts require statistical evidence. Further, the statistical evidence needs to be held to appropriate professional standards.<sup>80</sup>

The Eleventh Circuit has addressed the role of statistical significance in assessing levels of disparity in public contracting. Generally, disparity indices of 80 percent or higher—indicating close to full participation—are not considered significant.<sup>81</sup> The court referenced the Equal Employment Opportunity Commission’s disparate impact guidelines, which establish the 80 percent test as the threshold for determining a *prima facie* case of discrimination.<sup>82</sup> According to the Eleventh Circuit, no circuit that has explicitly endorsed using disparity indices has held that an index of 80 percent or greater is probative of discrimination, but they have held that indices below 80 percent indicate “significant disparities.”<sup>83</sup>

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<sup>74</sup> Id. at 603-04.

<sup>75</sup> *Eng’g. Contr. of S. Florida, Inc.* 122 F.3d at 917-18, 924.

<sup>76</sup> *Concrete Works II*, 36 F.3d at 1528-29; *Concrete Works IV*, 321 F.3d at 980-92.

<sup>77</sup> *Concrete Works IV*, 321 F.3d at 982.

<sup>78</sup> Id. at 981

<sup>79</sup> *Eng’g Contrs. Ass’n of S. Florida, Inc.*, 122 F.3d at 900.

<sup>80</sup> See *Contrs. Ass’n of E. Pennsylvania, Inc.*, 91 F.3d at 599-601.

<sup>81</sup> *Eng’g Contrs. Ass’n of S. Florida, Inc.*, 122 F.3d at 914.

<sup>82</sup> Id. at 914, citing 29 C.F.R. § 1607.4D (concerning the disparate impact guidelines and threshold used in employment cases).

<sup>83</sup> *Eng’g Contrs. Ass’n of S. Florida, Inc.*, 122 F.3d at 914, citing *Contrs. Ass’n of E. Pennsylvania, Inc.*, 6 F.3d at 1005 (crediting disparity index of 4 percent) and *Concrete Works II*, 36 F.3d at 1524 (crediting disparity indices ranging from 0 percent to 3.8 percent).

In support of the use of standard deviation analyses to test the statistical significance of disparity indices, the Eleventh Circuit observed that “[s]ocial scientists consider a finding of two standard deviations significant, meaning there is about one chance in 20 that the explanation for the deviation could be random and the deviation must be accounted for by some factor other than chance.”<sup>84</sup> With standard deviation analyses, the reviewer can determine whether the disparities are substantial or statistically significant, lending further statistical support to a finding of discrimination. On the other hand, if such analyses can account for the apparent disparity, the study will have little if any weight as evidence of discrimination.

Further, the interpretations of the studies must not assume discrimination has caused the disparities, but must account for alternative explanations of the statistical patterns.<sup>85</sup> The Third and Fifth Circuits have also indicated that statistics about prime contracting disparity have little, if any, weight when the eventual M/WBE program offers its remedies solely to subcontractors.<sup>86</sup>

#### **2.4.8 Anecdotal Evidence of Discrimination in Disparity Studies**

Most disparity studies present anecdotal evidence along with statistical data. The Supreme Court in *Croson* discussed the relevance of anecdotal evidence and explained: “[E]vidence of a pattern of individual discriminatory acts can, if supported by appropriate statistical proof, lend support to a local government’s determination that broader remedial relief is justified.”<sup>87</sup> Although *Croson* did not expressly consider the form or level of specificity required for anecdotal evidence, the Ninth Circuit has addressed both issues.

In *Coral Construction*, the Ninth Circuit addressed the use of anecdotal evidence alone to prove discrimination. Although King County’s anecdotal evidence was extensive, the court noted the absence in the record of any statistical data in support of the program. Additionally, the court stated, “While anecdotal evidence may suffice to prove individual claims of discrimination, rarely, if ever, can such evidence show a *systemic pattern of discrimination necessary for the adoption of an affirmative action plan*.”<sup>88</sup> The court concluded, by contrast, that “the combination of convincing anecdotal and statistical evidence is potent.”<sup>89</sup>

Regarding the appropriate form of anecdotal evidence, the Ninth Circuit in *Coral Construction* noted that the record provided by King County was “considerably more extensive than that compiled by the Richmond City Council in *Croson*.”<sup>90</sup> The King County record contained “affidavits of at least 57 minority or [female] contractors, each of whom complain[ed] in varying degree[s] of specificity about discrimination within the local construction industry.”<sup>91</sup> The *Coral Construction* court stated that the M/WBE affidavits “reflect[ed] a broad spectrum of the contracting community” and the affidavits “certainly

<sup>84</sup> *Eng’g Contrs. Ass’n of S. Florida, Inc.*, 122 F.3d at 914 quoting *Peightal v. Metropolitan Dade County*, 26 F.3d 1545, 1556 n.16 (11<sup>th</sup> Cir. 1994) (quoting *Waisome v. Port Authority*, 948 F.2d 1370, 1376 (2<sup>nd</sup> Cir. 1991)).

<sup>85</sup> *Eng’g Contrs. Ass’n of S. Florida, Inc.*, 122 F.3d at 922.

<sup>86</sup> *Contrs. Ass’n of E. Pennsylvania, Inc.*, 91 F.3d at 599 (3<sup>rd</sup> Cir.); *W.H. Schott Constr. Co.*, 199 F.3d at 218 (5<sup>th</sup> Cir.)

<sup>87</sup> *Croson*, 488 U.S. at 509.

<sup>88</sup> *Coral Construction*, 941 F.2d at 919 (emphasis added).

<sup>89</sup> *Id.* See also *AGCC II*, 950 F.2d at 1414-1415.

<sup>90</sup> *Coral Construction*, 941 F.2d at 917.

<sup>91</sup> *Id.* at 917-18.

suggest[ed] that ongoing discrimination may be occurring in much of the King County business community.”<sup>92</sup>

In *Associated General Contractors of California v. Coalition for Economic Equity (AGCC II)*, the Ninth Circuit discussed the specificity of anecdotal evidence required by *Croson*.<sup>93</sup> Seeking a preliminary injunction, the contractors contended that the evidence presented by the city of San Francisco lacked the specificity required by both an earlier appeal in that case and by *Croson*.<sup>94</sup> The court held that the City’s findings were based on substantially more evidence than the anecdotes in the two prior cases, and “were clearly based upon dozens of specific instances of discrimination that are laid out with particularity in the record, as well as significant statistical disparities in the award of contracts.”<sup>95</sup>

The court also ruled that the City was under no burden to identify specific practices or policies that were discriminatory.<sup>96</sup> Reiterating the City’s perspective, the court stated that the City “must simply demonstrate the existence of past discrimination with specificity; there is no requirement that the legislative findings specifically detail each and every instance that the legislative body ha[d] relied upon in support of its decision that affirmative action is necessary.”<sup>97</sup>

Not only have courts found that a municipality does not have to specifically identify all the discriminatory practices impeding M/WBE utilization, but the Tenth Circuit in *Concrete Works IV* also held that anecdotal evidence collected by a municipality does not have to be verified. The court stated:

*There is no merit to [the plaintiff’s] argument that witnesses’ accounts must be verified to provide support for Denver’s burden. Anecdotal evidence is nothing more than a witness’ narrative of an incident told from the witness’ perspective and including the witness’ perceptions...Denver was not required to present corroborating evidence and [the plaintiff] was free to present its own witnesses to either refute the incidents described by Denver’s witnesses or to relate their own perceptions on discrimination in the Denver construction industry.*<sup>98</sup>

## **2.5 The Governmental Entity or Agency Enacting an M/WBE Program Must Be Shown to Have Actively or Passively Perpetuated the Discrimination**

In *Croson*, the Supreme Court stated, “It is beyond dispute that any public entity, state or federal, has a compelling interest in assuring that *public* dollars, drawn from the tax contributions of all citizens, do not serve to finance the evil of *private* prejudice.”<sup>99</sup> *Croson* provided that the government “can use its spending powers to remedy private discrimination, if it identifies that discrimination with the particularity required by the

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<sup>92</sup> Id.

<sup>93</sup> AGCC II, 950 F.2d at 1414-1415.

<sup>94</sup> See AGCC II, 950 F.2d at 1403-1405.

<sup>95</sup> AGCC II, 950 F.2d. at 1416. This evidence came from 10 public hearings and “numerous written submissions from the public.” Id. at 1414.

<sup>96</sup> Id. at 1416, n.11.

<sup>97</sup> Id. at 1416.

<sup>98</sup> *Concrete Works IV*, 321 F.3d at 989.

<sup>99</sup> *Croson*, 488 U.S. at 492 (emphasis added).



Fourteenth Amendment.”<sup>100</sup> The government agency’s active or passive participation in discriminatory practices in the marketplace may show the compelling interest. Defining passive participation, *Croson* stated:

*Thus, if the city could show that it had essentially become a “passive participant” in a system of racial exclusion practiced by elements of the local construction industry, we think it clear that the city could take affirmative steps to dismantle such a system.*<sup>101</sup>

The Tenth Circuit decision in *Adarand* concluded that evidence of private sector discrimination provided a compelling interest for a DBE program.<sup>102</sup> Later cases have reaffirmed that the government has a compelling interest in avoiding the financing of private discrimination with public dollars.<sup>103</sup>

Relying on this language in *Croson*, a number of local agencies have increased their emphasis on evidence of discrimination in the private sector. This strategy has not always succeeded. In the purest case, Cook County did not produce a disparity study but instead presented anecdotal evidence that M/WBEs were not solicited for bids in the private sector.<sup>104</sup> Cook County lost the trial and the resulting appeal.<sup>105</sup> Similarly, evidence of private sector discrimination presented in litigation was found inadequate in the Philadelphia and Dade County cases.<sup>106</sup> The Third Circuit stated, in discussing low MBE participation in a local contractors association in the city of Philadelphia, that “racial discrimination can justify a race-based remedy only if the city has somehow participated in or supported that discrimination.”<sup>107</sup> Nevertheless, recently in *Concrete Works IV*, the Tenth Circuit upheld the relevance of data from the private marketplace to establish a factual predicate for M/WBE programs.<sup>108</sup> That is, courts mainly seek to ensure that M/WBE programs are based on findings of active or passive discrimination in the government contracting marketplace, and not simply attempts to remedy general societal discrimination.

Courts also seek to find a causal connection between a statistical disparity and actual underlying discrimination. In *Engineering Contractors*, one component of the factual predicate was a study comparing entry rates into the construction business for M/WBEs and non-M/WBEs.<sup>109</sup> The analysis provided statistically significant evidence that minorities and women entered the construction business at rates lower than would be expected, given their numerical presence in the population and human and financial capital variables. The study argued that those disparities persisting after the application of appropriate statistical controls were most likely the result of current and past discrimination. Even so, the Eleventh Circuit criticized this study for reliance on general census data and for the lack of particularized

<sup>100</sup> *Croson*, 488 U.S. at 492. See generally Ayres, Ian and Frederick E. Vars, “When Does Private Discrimination Justify Public Affirmative Action?” 98 *Columbia Law Review* 1577 (1998).

<sup>101</sup> *Croson*, 488 U.S. at 492.

<sup>102</sup> *Adarand Contrs., Inc.*, 228 F.3d at 1155, 1164-65.

<sup>103</sup> *Associated Gen. Contrs. of Ohio, Inc. v. Drabik*, 214 F.3d 730, 734-35 (6<sup>th</sup> Cir. 2000). See also *Concrete Works II*, 36 F.3d at 1529; *Coral Constr. Co.*, 941 F.2d at 916.

<sup>104</sup> *Builders Ass’n of Greater Chicago v. County of Cook*, 123 F. Supp. 2d 1087, 1117 (N.D. I.L. 2000).

<sup>105</sup> *Builders Ass’n of Greater Chicago v. County of Cook*, 123 F. Supp. 2d 1087 (N.D. I.L. 2000); 256 F.3d 642, 648 (7<sup>th</sup> Cir. 2001).

<sup>106</sup> *Contrs. Ass’n of E. Pennsylvania, Inc.*, 91 F.3d at 599-602; *Engineering Contrs. Ass’n of S. Florida, Inc.*, 122 F.3d at 920-926.

<sup>107</sup> *Contrs. Ass’n of E. Pennsylvania, Inc.*, 91 F.3d at 602; see also *Webster v. Fulton County*, 51 F. Supp. 2d 1354, 1363 (N.D. G.A. 1999).

<sup>108</sup> *Concrete Works IV*, 321 F.3d at 976.

<sup>109</sup> *Engineering Contractors Ass’n of South Florida, Inc.*, 122 F.3d at 921-22.

evidence of active or passive discrimination by Dade County, holding that the district court was entitled to find that the evidence did not show compelling justification for an M/WBE program.<sup>110</sup>

The Seventh Circuit has perhaps set a higher bar for connecting private discrimination with government action. The trial court in the Cook County case extensively considered evidence that prime contractors simply did not solicit M/WBEs as subcontractors and considered carefully whether this evidence on solicitation served as sufficient evidence of discrimination, or whether instead it was necessary to provide further evidence that there was discrimination in hiring M/WBE subcontractors.<sup>111</sup> The Seventh Circuit held that this evidence was largely irrelevant.<sup>112</sup> Beyond being anecdotal and partial, evidence that contractors failed to solicit M/WBEs on Cook County contracts was not the same as evidence that M/WBEs were denied the opportunity to bid.<sup>113</sup> Furthermore, such activities on the part of contractors did not necessarily implicate the county as even a passive participant in such discrimination as might exist because there was no evidence that the county knew about it.<sup>114</sup>

Interestingly, some courts have been willing to see capital market discrimination as part of the required nexus between private and public contracting discrimination, even if capital market discrimination could arguably be seen as simply part of broader societal discrimination. In *Adarand v. Slater*, the Tenth Circuit favorably cited evidence of capital market discrimination as relevant in establishing the factual predicate for the federal DBE program.<sup>115</sup> The same court, in *Concrete Works IV*, found that barriers to business formation were relevant insofar as this evidence demonstrated that M/WBEs were “precluded from the outset from competing for public construction contracts.”<sup>116</sup> Along related lines, the court also found a regression analysis of census data to be relevant evidence showing barriers to M/WBE formation.<sup>117</sup>

Courts have come to different conclusions about the effects of M/WBE programs on the private sector evidence itself. For instance, is M/WBE participation in public sector projects higher than on private sector projects simply because the M/WBE program increases M/WBE participation in the public sector, or is such a pattern evidence of private sector discrimination? The Seventh Circuit raised the former concern in the recent Cook County litigation.<sup>118</sup> *Concrete Works IV*, however, expressly cited as evidence of discrimination that M/WBE contractors used for business with the city of Denver were not used by the same prime contractors for private sector contracts.<sup>119</sup>

Finally, is evidence of a decline in M/WBE utilization following a change in or termination of an M/WBE program relevant and persuasive evidence of discrimination? The Eighth Circuit in *Sherbrooke Turf* and the Tenth Circuit in *Concrete Works IV* did find that such a decline in

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<sup>110</sup> *Id.* at 922.

<sup>111</sup> *Builders Ass’n of Chicago*, 123 F.Supp. 2d at 1112-1116.

<sup>112</sup> *Builders Ass’n of Greater Chicago*, 256 F.3d at 645.

<sup>113</sup> *Id.*

<sup>114</sup> *Id.*

<sup>115</sup> *Adarand Contrs., Inc.*, 228 F.3d at 1169-70.

<sup>116</sup> *Concrete Works IV*, 321 F.2d at 977. The district court had rejected evidence of credit market discrimination as adequate to provide a factual predicate for an M/WBE program. *Concrete Works of Colorado, Inc. v. City of Denver*, 86 F.Supp. 2d 1042, 1072-73 (D Co. 2000) (*Concrete Works III*).

<sup>117</sup> *Id.* at 967.

<sup>118</sup> *Builders Ass’n of Greater Chicago*, 256 F.3d at 645.

<sup>119</sup> *Concrete Works IV*, 321 F.3d at 984-85.

M/WBE utilization was evidence that prime contractors were not willing to use M/WBEs in the absence of legal requirements.<sup>120</sup> Other lower courts have arrived at similar conclusions.<sup>121</sup>

## **2.6 To Withstand Strict Scrutiny, an M/WBE Program Must Be Narrowly Tailored to Remedy Identified Discrimination**

The discussion of compelling interest in the court cases has been extensive, but narrow tailoring may be the more critical issue. Many courts have held that even if a compelling interest for the M/WBE program can be found, the program has not been narrowly tailored.<sup>122</sup> Moreover, *Concrete Works IV*,<sup>123</sup> a case that did find a compelling interest for a local M/WBE program, did not consider the issue of narrow tailoring. Instead, the Tenth Circuit held that the plaintiffs had waived any challenge to the original ruling of the district court<sup>124</sup> that the program was narrowly tailored.

Nevertheless, the federal courts have found that the DBE program established pursuant to federal regulations (49 CFR, Part 26) and issued under the Transportation Equity Act (TEA-21) (1998) has been narrowly tailored to serve a compelling interest.<sup>125</sup> The federal courts had previously ruled that there was a factual predicate for the federal Department of Transportation (DOT) DBE program, but that in its earlier versions the program was not narrowly tailored.<sup>126</sup> The more recent rulings provide some guidance as to what program configurations the courts will judge to be narrowly tailored. The Eleventh Circuit in particular has identified the following elements of narrow tailoring: (1) the necessity for the relief and the efficacy of alternative remedies; (2) the flexibility and duration of the relief, including the availability of waiver provisions; (3) the relationship of numerical goals to the relevant labor market; and (4) the impact of the relief on the rights of innocent third parties.<sup>127</sup>

### **2.6.1 Race-Neutral Alternatives**

Concerning race-neutral alternatives, the Supreme Court in *Croson* concluded that a governmental entity must demonstrate that it has evaluated the use of race-neutral means to increase MBE participation in contracting or purchasing activities. In upholding the narrow tailoring of federal DBE regulations, the Eighth Circuit noted that those regulations “place strong emphasis on ‘the use of race-neutral means to increase minority business participation in government contracting’.”<sup>128</sup> The Tenth Circuit had noted that the DBE regulations provided that “if a recipient can meet its overall goal through race-neutral means, it must implement its program without the use of race-conscious contracting

<sup>120</sup> *Concrete Works IV*, 321 F.3d at 985; *Sherbrooke Turf, Inc.*, 345 F.3d at 973.

<sup>121</sup> See *Northern Contracting, Inc. v. Illinois*, No. 00 4515 (ND IL 2004) – 2004 U.S. Dist. LEXIS 3226 150-1.

<sup>122</sup> *Contrs. Ass’n of E. Pennsylvania, Inc.*, 91 F.3d at 606; *Eng’g Contrs. Ass’n of S. Florida, Inc.*, 122 F.3d at 926-929; *Verdi v. DeKalb County Sch. Dist.*, 135 Fed. Appx. 262, 268, 2005 WL 38942 (11<sup>th</sup> Cir. 2005).

<sup>123</sup> *Concrete Works IV*, 321 F.3d at 992-93.

<sup>124</sup> *Concrete Works of Colo., Inc. v. City of Denver*, 823 F.Supp. 821, 844-845 (D.Co. 1993)(*Concrete Works I*).

<sup>125</sup> *Adarand Constrs., Inc.*, 228 F.3d at 1158, 1187; *Sherbrooke Turf Inc.*, 345 F.3d at 968-969, 974; *W. States Paving Co. v. Wash. State DOT*, 407 F.3d 983 (9<sup>th</sup> Cir. 2005).

<sup>126</sup> *In re Sherbrooke Sodding*, 17 F. Supp. 2d 1026, 1034-35, 1037 (D.Minn. 1998) (*Sherbrooke I*) (finding the program was not narrowly tailored). In 1996, before the new DBE regulations, the district court in Colorado, upon remand from the 1995 U.S. Supreme Court, had made a similar ruling in *Adarand Constrs., Inc. v. Peña*, 965 F. Supp. 1556, 1581 (D.Co. 1997).

<sup>127</sup> *Engineering Contractors*, 122 F.3d at 973 (citing *Ensley Branch*, 31 F.3d at 1569).

<sup>128</sup> *Sherbrooke Turf, Inc.*, 345 F. 3d at 972, quoting *Adarand Constrs., Inc.*, 515 U.S. at 237-38.

measures, and enumerate a list of race-neutral measures.”<sup>129</sup> Those measures included “helping overcome bonding and financing obstacles, providing technical assistance, [and] establishing programs to assist start-up firms.”<sup>130</sup>

Strict scrutiny does not mandate that every race-neutral measure be considered and found wanting. The Eighth Circuit also affirmed that “Narrow tailoring does not require exhaustion of every conceivable race neutral alternative,” but it does require “serious, good faith consideration of workable race-neutral alternatives.”<sup>131</sup>

## **2.6.2 Flexibility and Duration of the Remedy**

The Eighth Circuit also found that “the revised DBE program has substantial flexibility.”<sup>132</sup>

*A State may obtain waivers or exemptions from any requirement and is not penalized for a good faith failure to meet its overall goal. In addition, the program limits preferences to small businesses falling beneath an earnings threshold, and any individual whose net worth exceeds \$ 750,000 cannot qualify as economically disadvantaged.*<sup>133</sup>

DBE and M/WBE programs achieve flexibility by using waivers and variable project goals to avoid merely setting a quota. *Croson* favorably mentioned the contract-by-contract waivers in the federal DOT DBE program.<sup>134</sup> Virtually all successful MBE programs have this waiver feature in their enabling legislation. As for project goals, the approved DBE provisions set aspirational, nonmandatory goals; expressly forbid quotas; and use overall goals as a framework for setting local contract goals, if any, based on local data. All of these factors have impressed the courts that have upheld the constitutionality of the revised DOT DBE program.<sup>135</sup>

With respect to program duration, in *Adarand Constructors, Inc. v. Peña*, the Supreme Court wrote that a program should be “appropriately limited such that it will not last longer than the discriminatory effects it is designed to eliminate.”<sup>136</sup> The Eighth Circuit also noted the limits in the DBE program, stating that “the DBE program contains built-in durational limits,” in that a “State may terminate its DBE program if it meets its annual overall goal through race-neutral means for two consecutive years.”<sup>137</sup> The Eighth Circuit also found durational limits in the fact that “TEA-21 is subject to periodic congressional reauthorization. Periodic legislative debate assures all citizens that the deviation from the norm of equal treatment of all racial and ethnic groups is a temporary matter, a measure taken in the service of the goal of equality itself.”<sup>138</sup>

<sup>129</sup> *Adarand Constrs., Inc.*, 228 F.3d. at 1179 (parentheses removed).

<sup>130</sup> *Id.*

<sup>131</sup> *Sherbrooke Turf, Inc.*, 345 F. 3d at 972, quoting *Grutter*, 123 S. Ct. at 2344-45. See also *Coral Constr. Co.*, 941 F.2d at 923; *AGCC II*, 950 F.2d at 1417.

<sup>132</sup> *Sherbrooke Turf, Inc.*, 345 F. 3d at 972.

<sup>133</sup> *Id.* at 972, citing, 49 C.F.R. § 26.67(b).

<sup>134</sup> *Croson*, 488 U.S. at 488-489. *Coral Constr. Co.*, 941 F.2d at 924-925.

<sup>135</sup> See *Coral Constr. Co.*, 941 F. 2d at 924-925.

<sup>136</sup> 515 U.S. at 238 (internal quotations and citations omitted).

<sup>137</sup> *Sherbrooke Turf, Inc.*, 345 F. 3d at 972, citing 49 C.F.R. § 26.51(f)(3).

<sup>138</sup> *Id.*, quoting, *Grutter*, 123 S. Ct. at 2346.

Other appellate courts have noted several possible mechanisms for limiting program duration: such as required termination if goals have been met,<sup>139</sup> decertification of MBEs who achieve certain levels of success, or mandatory review of MBE certification at regular, relatively brief periods.<sup>140</sup> Governments thus have some duty to ensure that they update their evidence of discrimination regularly enough to review the need for their programs and to revise programs by narrowly tailoring them to fit the fresh evidence.<sup>141</sup> It is still an open question whether all of these provisions are necessary in every case.

### **2.6.3 Relationship of Goals to Availability**

Narrow tailoring under the *Croson* standard requires that remedial goals be in line with measured availability. Merely setting percentages without a carefully selected basis in statistical studies, as the city of Richmond did in *Croson* itself, has played a strong part in decisions finding other programs unconstitutional.<sup>142</sup>

By contrast, the Eighth, Ninth, and Tenth Circuits have approved the goal-setting process for the DOT DBE program, as revised in 1999.<sup>143</sup> The approved DOT DBE regulations require that goals be based on one of several methods for measuring DBE availability.<sup>144</sup> The Eighth Circuit noted that the “DOT has tied the goals for DBE participation to the relevant labor markets,” insofar as the “regulations require grantee States to set overall goals based upon the likely number of minority contractors that would have received federally assisted highway contracts but for the effects of past discrimination.”<sup>145</sup> The Eighth Circuit acknowledged that goal setting was not exact, but nevertheless, the exercise...

*requires the States to focus on establishing realistic goals for DBE participation in the relevant contracting markets. This stands in stark contrast to the program struck down in Croson, which rested upon the completely unrealistic assumption that minorities will choose a particular trade in lockstep proportion to their representation in the local population.*<sup>146</sup>

Moreover, the approved DBE regulations use built-in mechanisms to ensure that DBE goals are not set excessively high relative to DBE availability. For example, the approved DBE goals are to be set-aside if the overall goal has been met for two consecutive years by race-neutral means. The approved DBE contract goals also must be reduced if overall goals have been exceeded with race-conscious means for two consecutive years. The Eighth Circuit courts found these provisions to be narrowly tailored, particularly when implemented according to local disparity studies that carefully calculate the applicable goals.<sup>147</sup>

### **2.6.4 Burden on Third Parties**

<sup>139</sup> *Sherbrooke Turf, Inc.*, 345 F.3d at 972.

<sup>140</sup> *Adarand Constrs. Inc.*, 228 F.3d at 1179-1180.

<sup>141</sup> *Rothe Dev. Co.*, 262 F.3d at 1323-1324 (commenting on the possible staleness of information after seven, 12, and 17 years).

<sup>142</sup> See *Builders Ass'n of Greater Chicago*, 256 F.3d at 647; *Kohlbeck*, 447 F.3d at 556-557.

<sup>143</sup> *Adarand Constrs. Inc.*, 228 F.3d at 1181-1182; *Sherbrooke Turf, Inc.*, 345 F.3d at 971-973. *W. States Paving Co.*, 407 F.3d at 994-995.

<sup>144</sup> 49 C.F.R., § 26.45 (2006).

<sup>145</sup> *Sherbrooke Turf, Inc.*, at 972, 345 F. 3d citing, 49 C.F.R. § 26.45(c)-(d) (Steps 1 and 2).

<sup>146</sup> *Id.* at 972, quoting, *Croson*, 488 U.S. at 507.

<sup>147</sup> *Id.* at 973-974.

Narrow tailoring also requires minimizing the burden of the program on third parties. The Eight Circuit stated the following with respect to the revised DBE program:

*Congress and DOT have taken significant steps to minimize the race based nature of the DBE program. Its benefits are directed at all small businesses owned and controlled by the socially and economically disadvantaged. While TEA21 creates a rebuttable presumption that members of certain racial minorities fall within that class, the presumption is rebuttable, wealthy minority owners and wealthy minority-owned firms are excluded, and certification is available to persons who are not presumptively disadvantaged but can demonstrate actual social and economic disadvantage. Thus, race is made relevant in the program, but it is not a determinative factor.*<sup>148</sup>

Waivers and good faith compliance are also tools that serve this purpose of reducing the burden on third parties.<sup>149</sup> The DOT DBE regulations have also sought to reduce the program burden on non-DBEs by avoiding DBE concentration in certain specialty areas.<sup>150</sup> These features have gained the approval of the only circuit court to have discussed them at length as measures of lowering impact on third parties.<sup>151</sup>

### **2.6.5 Over-Inclusion**

Narrow tailoring also involves limiting the number and type of beneficiaries of the program. As noted above, there must be evidence of discrimination to justify a group-based remedy, and over-inclusion of uninjured individuals or groups can endanger the entire program.<sup>152</sup> Federal DBE programs have succeeded in part because regulations covering DBE certification do not provide blanket protection to minorities.<sup>153</sup>

Critically, the MBE program must be limited in its geographical scope to the boundaries of the enacting government's marketplace. The Supreme Court indicated in *Croson* that a local agency has the power to address discrimination only within its own marketplace. One fault of the Richmond MBE programs was that minority firms were certified from around the United States.<sup>154</sup>

In *Coral Construction*, the Ninth Circuit concluded that the King County MBE program failed this part of the narrow tailoring test because the definition of MBEs eligible to benefit from the program was overbroad. The definition included MBEs that had had no prior contact with King County if the MBE could demonstrate that discrimination occurred "in the particular geographic areas in which it operates."<sup>155</sup> This MBE definition suggested that the program was designed to eradicate discrimination not only in King County but also in the particular area in which a non-local MBE conducted business. In essence, King County's program focused on the eradication of societywide discrimination, which is outside the

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<sup>148</sup> *Sherbrooke Turf, Inc.* 345 F. 3d at 972-73, citing, *Grutter*, 123 S. Ct. at 2345-46; *Gratz v. Bollinger*, 123 S. Ct. 2411, 2429 (2003)

<sup>149</sup> See 49 CFR, § 26.53 (2006).

<sup>150</sup> See 49 CFR, § 26.33 (2006).

<sup>151</sup> *Adarand Constrs. Inc.*, 228 F.3d at 1183.

<sup>152</sup> See *Builders Ass'n of Greater Chicago*, 256 F.3d at 647-648.

<sup>153</sup> *Sherbrooke Turf, Inc.*, 345 F.3d 972-73.

<sup>154</sup> *Croson*, 488 U.S. at 508.

<sup>155</sup> *Coral Constr. Co.*, 941 F. 2d at 925 (internal modifications and citations omitted).

power of a state or local government. “Since the County’s interest is limited to the eradication of discrimination within King County, the only question that the County may ask is whether a business has been discriminated against in King County.”<sup>156</sup>

In clarifying an important aspect of the narrow tailoring requirement, the court defined the issue of eligibility for MBE programs as one of participation, not location. For an MBE to reap the benefits of an affirmative action program, the business must have been discriminated against in the jurisdiction that established the program.<sup>157</sup> As a threshold matter, before a business can claim to have suffered discrimination, it must have attempted to do business with the governmental entity.<sup>158</sup> It was found significant that “if the County successfully proves malignant discrimination within the King County business community, an MBE would be presumptively eligible for relief if it had previously sought to do business in the County.”<sup>159</sup>

To summarize, according to the Ninth Circuit, the presumptive rule requires that the enacting governmental agency establish that systemic discrimination exists within its jurisdiction and that the MBE is, or has attempted to become, an active participant in the agency’s marketplace.<sup>160</sup> Since King County’s definition of an MBE permitted participation by those with no prior contact with King County, its program was overbroad. By useful contrast, *Concrete Works II* held that the more extensive but still local designation of the entire Denver MSA constituted the marketplace to which the programs could apply.<sup>161</sup>

## **2.7 Personal Liability For Implementing An M/WBE Program**

One lower court decision in the Eleventh Circuit, *Herschell Gill Consulting v. Miami-Dade County*,<sup>162</sup> held that Dade County and its Commissioners were held jointly and severally liable for nominal damages and attorney’s fees for implementing a M/WBE program in violation of constitutional rights under Section 1983.

In general government officials have absolute immunity for legislative acts, but not for administrative acts. Thus, government officials are immune from personal liability for adopting a M/WBE program but can be personally liable for applying specific policies to particular contracts. Government officials are entitled to “qualified immunity” if their actions did not violate “clearly established statutory or constitutional rights of which a reasonable person would have known.”<sup>163</sup> In *Herschell Gill*, there was no recent disparity study, there was parity in contracting, the previous program had been struck down by the same federal court, there was no substantial consideration of race neutral alternatives and the County had not followed its own ordinance in adjusting goals.

## **2.8 DBE Programs: The “As Applied” Challenge in Western States Paving**

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<sup>156</sup> Id. (emphasis omitted).

<sup>157</sup> Id.

<sup>158</sup> Id.

<sup>159</sup> Id.

<sup>160</sup> Id.

<sup>161</sup> *Concrete Works II*, 36 F.3d at 1520.

<sup>162</sup> 2004 WL 1924812 (S.D.Fla. 2004).

<sup>163</sup> *Harlow v. Fitzgerald*, 457 U.S. 800, 818 (1982).

The Washington DOT DBE program was struck down not in *Western States Paving* because the federal DBE program had no factual predicate and not because the federal DBE program lacked narrow tailored program features. Instead, the Ninth Circuit ruled that the Washington DOT DBE program was not narrowly tailored “as applied.”<sup>164</sup> While a state does not have to independently provide a factual predicate for its DBE program the Ninth Circuit found that, “it cannot be said that TEA-21 is a narrowly tailored remedial measure unless its application is limited to those States in which the effects of discrimination are actually present.”<sup>165</sup> In effect, while Washington DOT was not required to produce a separate factual predicate for a DBE program, it was still required to produce a factual predicate (of sorts) to justify race-conscious elements in the local implementation of its DBE program.

While Washington DOT conceded that it had no studies of discrimination in highway contracting, it argued that there was evidence of discrimination in the fact that DBEs received 9 percent of subcontracting dollars on state-funded projects where there were no DBE goals and 18 percent of federal funded projects where there were DBE goals. But the Ninth Circuit stated that, “even in States in which there has never been discrimination, the proportion of work that DBEs receive on contracts that lack affirmative action requirements will be lower than the share that they obtain on contracts that include such measures because minority preferences afford DBEs a competitive advantage.”<sup>166</sup>

In contrast, the Eighth Circuit in *Sherbrooke Turf* and the Tenth Circuit in *Adarand v. Slater* found that a decline in DBE utilization following a change in or termination of a DBE program was relevant evidence of discrimination in subcontracting.<sup>167</sup> The Tenth Circuit stated that while this evidence “standing alone is not dispositive, it strongly supports the government’s claim that there are significant barriers to minority competition in the public subcontracting.”<sup>168</sup>

The Ninth Circuit also dismissed the disparity between the proportion of DBE subcontractors and the proportion of DBE dollars on state-funded contracts, because “DBE firms may be smaller and less experienced than non-DBE firms (especially if they are new businesses started by recent immigrants) or they may be concentrated in certain geographic areas of the State, rendering them unavailable for a disproportionate amount of work.”<sup>169</sup> The Ninth Circuit quoted the DC Circuit in *O’Donnell* to the effect that:

*Minority firms may not have bid on . . . construction contracts because they were generally small companies incapable of taking on large projects; or they may have been fully occupied on other projects; or the District’s contracts may not have been as lucrative as others available in the Washington metropolitan area; or they may not have had the expertise*

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<sup>164</sup> The Ninth Circuit distinguished a previous case which did not involve an “as applied” challenge to the federal DBE program. *Milwaukee County Pavers Ass’n v. Fiedler*, 922 F.2d 419 (7th Cir. 1991). The Seventh Circuit disagreed with the Ninth Circuit’s reading of *Milwaukee County Pavers*. See *Northern Contracting*, at fn 4.

<sup>165</sup> *Western States Paving*, 407 F. 3d at 998.

<sup>166</sup> *Western States Paving*, 407 F. 3d at 1000.

<sup>167</sup> *Sherbrooke Turf*, 345 F.3d at 973.

<sup>168</sup> *Adarand v. Slater*, 228 F.3d at 1174; see also *Concrete Works IV*, 321 F.3d at 985.

<sup>169</sup> *Western States Paving*, at 1001.



*needed to perform the contracts; or they may have bid but were rejected because others came in with a lower price.*<sup>170</sup>

The Ninth Circuit noted further that “if this small disparity has any probative value, it is insufficient, standing alone, to establish the existence of discrimination against DBEs.” The Ninth Circuit contrasted this minor disparity with the Ninth Circuit’s decision in *Associated General Contractors of California, Inc. v. Coalition for Economic Equity (AGCCII)* where “discrimination was likely to exist where minority availability for prime contracts was 49.5 percent but minority dollar participation was only 11.1 percent.”<sup>171</sup>

## **2.9 Small Business Procurement Preferences**

Small business procurement preferences have existed since the 1940s. The first small business program had its origins in the Smaller War Plants Corporation (SWPC), established during World War II.<sup>172</sup> The SWPC was created to channel war contracts to small business. In 1947, Congress passed the Armed Forces Procurement Act, declaring that “[i]t is the policy of Congress that a fair proportion of the purchases and contracts under this chapter be placed with small business concerns.”<sup>173</sup> Continuing this policy, the 1958 Small Business Act requires that government agencies award a “fair proportion” of procurement contracts to small business concerns.<sup>174</sup>

Section 8(b)(11) of the Small Business Act authorizes the Small Business Administration (SBA) to set-aside contracts for placement with small business concerns. The SBA has the power:

*to make studies and recommendations to the appropriate Federal agencies to insure that a fair proportion of the total purchases and contracts for property and services for the Government be placed with small-business enterprises, to insure that a fair proportion of Government contracts for research and development be placed with small-business concerns, to insure that a fair proportion of the total sales of Government property be made to small-business concerns, and to insure a fair and equitable share materials, supplies, and equipment to small-business concerns.*<sup>175</sup>

Every acquisition of goods and services anticipated to be between \$3,000 and \$100,000 is set aside exclusively for small business unless the contracting officer has a reasonable expectation of fewer than two bids by small businesses.<sup>176</sup>

There has been only one constitutional challenge to the long-standing federal small business enterprise (SBE) programs. In *J.H. Rutter Rex Manufacturing Co. v. United*

<sup>170</sup> Id. (quoting *O'Donnell Constr. Co.*, 963 F.2d at 426).

<sup>171</sup> *Western States Paving*, at 1001. (Quoting *Associated Gen. Contractors of Cal., Inc. v. Coalition for Econ. Equity*, 950 F.2d 1401, 1414 (9th Cir. 1991).

<sup>172</sup> See, generally, Hasty III, Thomas J., “Minority Business Enterprise Development and the Small Business Administration’s 8(a) Program: Past, Present, and (Is There a) Future?” 145 Mil. L. Rev. I.

<sup>173</sup> 10 U.S.C. § 2301 (1976) quoting, *J.H. Rutter Rex Mfg. Co. v. United States*, 706 F. 2d 702, 704 (5<sup>th</sup> Cir. 1983).

<sup>174</sup> 15 USC 631(a).

<sup>175</sup> 15 U.S.C. § 637(b)(11).

<sup>176</sup> 18 C.F.R. § 19.502-2 (2006).

*States*,<sup>177</sup> a federal vendor unsuccessfully challenged the Army's small business set-aside program as in violation of the due process clause of the Fifth Amendment to the U.S. Constitution, as well as the Administrative Procedures Act and the Armed Forces Procurement Act.<sup>178</sup> The court held that classifying businesses as small was not a "suspect classification" subject to strict scrutiny. Instead the court ruled:

*Since no fundamental rights are implicated, we need only determine whether the contested socio-economic legislation rationally relates to a legitimate governmental purpose. Our previous discussion adequately demonstrates that the procurement statutes and the regulations promulgated thereunder are rationally related to the sound legislative purpose of promoting small businesses in order to contribute to the security and economic health of this Nation.*<sup>179</sup>

A large number of state and local governments have maintained small business preference programs for many years.<sup>180</sup> No district court cases were found overturning a state or local small business reference program. One reason for the low level of litigation in this area is that there is significant organizational opposition to SBE programs. There are no reported cases of Associated General Construction (AGC) litigation against local SBE programs. And the legal foundations that have typically sued M/WBE programs have actually promoted SBE procurement preference programs as a race-neutral substitute for M/WBE programs.

There has been one state court case in which an SBE program was struck down as unconstitutional. The Cincinnati SBE program called for maximum practical M/WBE participation and required bidders to use good faith effort requirements to contract with M/WBEs up to government-specified M/WBE availability. Failure to satisfy good faith effort requirements triggered an investigation of efforts to provide opportunities for M/WBE subcontractors. In *Cleveland Construction v. Cincinnati*,<sup>181</sup> the state court ruled that the Cincinnati SBE program had race and gender preferences and had deprived the plaintiff of constitutionally protected property interest without due process of law. The city acknowledged that it had not offered evidence to satisfy strict scrutiny because it felt that it had been operating a race-neutral program.

## **2.10 Local Business Preferences**

The constitutional analysis of local business preferences is somewhat less clear than SBE programs. Again, local business preferences are widespread and some have been in place for almost two decades (for example, the City of Oakland Local Business Enterprise (LBE) program started in 1979).<sup>182</sup> More common is the preference for small local businesses,

<sup>177</sup> 706 F.2d 702 (5<sup>th</sup> Cir. 1983), cert. denied, 464 U.S. 1008 (1983).

<sup>178</sup> *J.H. Rutter Rex Mfg. Co. v. United States*, 534 F. Supp. 331, 332 (E.D. La. 1982), app'd 706 F. 2d 702 ("Administrative Procedures Act, 5 U.S.C. §§ 552(a)(1)(E) (1976) and the "fair proportion" language of the Armed Forces Procurement Act, 10 U.S.C. § 2301 et seq. (1976), and the Small Business Act, 15 U.S.C. § 631 et seq. (1976)").

<sup>179</sup> *J.H. Rutter Rex Mfg. Co.*, 706 F.2d at 713 (internal citations omitted and emphasis added). See also *Dandridge v. Williams*, 397 U.S. 471, 485-86 (1970).

<sup>180</sup> See Fla. Stat. § 287.001 et seq. (starting small business program in 1985); Minn. Stat. § 137.31 (Univ. of Minn. Started in 1979); N.J. Stat. § 52:32-17 et seq. (small business program started in 1983).

<sup>181</sup> See instead *Cleveland Constr. Inc. v. Cincinnati*, 2006 Ohio App. LEXIS 6410, \*P1-\*P19 (Ohio Ct. App. Dec. 8, 2006).

<sup>182</sup> See, e.g., City of Detroit's Detroit-Based Business Program (Executive Order No. 2003-4), City of San

which is an even more widespread practice. While called small business programs, these programs often set-aside contracts for bidding by local SBEs.

There are no federal court cases expressly stating that local business preference programs are unconstitutional. However, local business preferences should be distinguished from preferences for hiring local residents, which have been struck down on constitutional grounds. But LBE programs could be subject to some doubt on constitutional grounds. The three bases for constitutional challenges are the Equal Protection Clause, Dormant Commerce Clause and the Privileges and Immunities Clause.

### **2.10.1 Equal Protection Clause**

A challenge to an LBE program under the Equal Protection Clause is straightforward. The content of the Equal Protection Clause has been discussed above. All challenges to local purchasing preferences based on the Equal Protection Clause have failed. Federal courts have ruled that programs to favor local companies do not involve a suspect classification, and can be justified as having a rational basis under the Equal Protection Clause. For example, Pennsylvania enacted a statute requiring the purchase of Pennsylvania steel.<sup>183</sup> A challenge was made to the Pennsylvania Steel Products Procurement Act, as a "blatant attempt at economic protectionism," in violation of the Equal Protection Clause. But the federal court found that Pennsylvania's distinction between domestic and foreign steel products was "rationally related to a legitimate governmental purpose," that is, to support a struggling industry that contributed significant employment and tax revenue to the agency.

### **2.10.2 The Dormant Commerce Clause**

The next objection to LBE programs comes from the Commerce Clause. Article One of the Constitution confers upon Congress the power to regulate interstate commerce.<sup>184</sup> The Supremacy Clause of the Constitution grants to the federal government the power to preempt state laws that conflict with federal laws. The Supreme Court has found implicit in the Constitution "a self-executing limitation on the power of the States to enact laws imposing substantial burdens on such commerce."<sup>185</sup> Consequently a state statute is unconstitutional under what has become known as the Dormant Commerce Clause if it poses undue burdens on interstate commerce.<sup>186</sup> It follows that under the Dormant Commerce Clause, "discrimination against interstate commerce in favor of local business or investment is *per se* invalid, save in a narrow class of cases in which the municipality can demonstrate, under rigorous scrutiny, that it has no other means to advance a legitimate local interest."<sup>187</sup>

The Dormant Commerce Clause has been justified on both economic and political grounds. On economic grounds the Dormant Commerce Clause "prohibits economic

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Francisco Minority/Women Local Business Enterprise Program (San Francisco Ordinance, CHAPTER 12D), City of Oakland Local Business Enterprise Program (City Ordinance 9739), City of New York Local Business Enterprise Program (New York Administrative Code § 6-108.1program).

<sup>183</sup> *Trojan Technologies v. Pennsylvania*, 916 F.2d 903 (3d Cir 1990).

<sup>184</sup> U.S. Const., art. I., 8 (reading, "Congress shall have Power ... to regulate Commerce with foreign Nations, and among the several States, and with the Indian Tribes ...").

<sup>185</sup> *S.-C. Timber Dev., Inc. v. Wunnicke*, 467 U.S. 82, 87 (1984); see also *New Energy Co. of Ind. v. Limbach*, 486 U.S. 269, 273 (1988).

<sup>186</sup> See *Big Country Foods, Inc. v. Bd. of Educ. Anchorage Sch. Dist.*, 952 F.2d 1173, 1177 (9th Cir. 1992).

<sup>187</sup> *C & A Carbone v. Town of Clarkstown*, 511 U.S. 383, 392 (1994).

protectionism."<sup>188</sup> From a political standpoint a state law that only harms interests from other states "is not likely to be subjected to those political restraints which are normally exerted on legislation where it affects adversely some interests within the state."<sup>189</sup>

Historically the Supreme Court employed a two-part test for the Dormant Commerce Clause: (1) does the state regulation discriminate against interstate commerce on its face; or, (2) are the burdens imposed on interstate commerce excessive relative to the alleged local benefits.<sup>190</sup> A statute that fails either part of this test (the "Pike test") is invalid under the Dormant Commerce Clause. LBE programs facially discriminate against interstate commerce and thus should fail the Pike test.

But there is an important exception to the Dormant Commerce Clause relevant to an LBE program. The "Market Participant" doctrine allows an agency to pass 'protectionist' legislation so long as an agency is participating in the market as a buyer or seller of goods and services, rather than regulating the market.<sup>191</sup> Thus the Commerce Clause was not intended to prohibit an agency from favoring its own citizens over others when acting as a market participant. The U.S. Supreme Court has ruled that governments enjoy unrestricted ability to select their trading partners.<sup>192</sup> Indeed, in light of "the long recognized right of trader or manufacturer, engaged in an entirely private business, freely to exercise his own independent discretion as to parties with whom he will deal"...and that "when acting as proprietors, States should similarly share existing freedoms from federal constraints, including the inherent limits of the Commerce Clause."<sup>193</sup>

The U.S. Supreme Court has clarified, however, that the Market Participant doctrine does not allow an agency to impose conditions "that have a substantial regulatory effect outside of that particular market."<sup>194</sup> Note that the line between market participant and market regulator has not always been clear. Nevertheless, under the Market Participant Exception LBE programs should pass constitutional hurdles.

Finally under the Commerce Clause the U.S. Supreme Court has ruled that when local preferences are required under federal grants there is no Dormant Commerce Clause issue, ruling that "where state or local government action is specifically authorized by Congress, it is not subject to the Commerce Clause even if it interferes with interstate commerce."<sup>195</sup>

Given these results it is not surprising that no federal court case was found overturning, or even challenging, an LBE program under the Dormant Commerce Clause.

### **2.10.3 Privileges and Immunities Clause**

The most serious risk to an LBE program comes from the Privileges and Immunities Clause. The U.S. Supreme Court has identified the original purpose of the Privileges and Immunities Clause as prohibiting discrimination on the basis of state citizenship. Historically the U.S.

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<sup>188</sup> *New Energy Co. of Ind. v. Limbach*, 486 U.S. 269, 274 (1988).

<sup>189</sup> *S.C. St. Hwy. Dept. v. Barnwell Bros., Inc.*, 303 U.S. 177, 185, n. 2 (1938).

<sup>190</sup> *Pike v. Bruce Church, Inc.*, 397 U.S. 137 (1970).

<sup>191</sup> *S.-C. Timber Dev., Inc.*, 467 U.S. at 93 (holding that "if a state is acting as a market participant, rather than as a market regulator, the dormant Commerce Clause places no limitation on its activities").

<sup>192</sup> *Perkins v. Lukens Steel*, 310 U.S. 113, 127 (1940).

<sup>193</sup> *Reeves, Inc. v. Stake*, 447 U.S. 429, 439 (1980).

<sup>194</sup> *S.-C. Timber Dev., Inc. v. Wunnicke*, 467 U.S. 82, 97 (1984).

<sup>195</sup> *White v. Massachusetts Council of Construction Employers, Inc.* 460 U.S. 204, 213 (1983).

Supreme Court has applied a two-part test under the Privileges and Immunities Clause: (1) did the state or local government agency violate a fundamental right, and (2) did the state or local government agency have a substantial reason for doing so.<sup>196</sup>

While similar and interrelated with the Dormant Commerce Clause, the Immunities Clause and the Commerce Clause provide different constitutional protections. The Dormant Commerce Clause is a judicially-created doctrine designed to prevent economic protectionism while the Privileges and Immunities Clause is a Constitutional provision created to protect individual rights.

A clarification of the application of the Immunities Clause to a local preference came in *United Building & Constr. Trades v. Camden*.<sup>197</sup> In *Camden* a municipal ordinance required that at least 40 percent of the employees of contractors and subcontractors working on city construction projects be Camden residents. The Court devised a three-part test to evaluate the constitutionality of such an ordinance under the Privileges and Immunities Clause:

- The jurisdiction must document "substantial reason" for the preference;
- The jurisdiction must demonstrate that non-residents can be held partly responsible for the documented problem; and
- The proposed remedy must be narrowly tailored.

The U.S. Supreme Court held that the Camden ordinance might be unconstitutional and remanded the case for consideration under the specified legal standard. There were three significant element of the Court's holding. First, the *Camden* Court ruled that the Market Participant exception does not apply to Privileges and Immunities analysis. Second, the Court ruled that the Immunities Clause does apply to laws that discriminate on the basis of municipal residency, not simply state residency. Third, the Court ruled that only those rights fundamental to interstate harmony were protected by the Immunities clause. In *Camden* the Court found that employment was a fundamental right under the Immunities Clause, but direct public employment was not.<sup>198</sup> Hence employment by a city vendor was a fundamental right while employment by the city itself was not a fundamental right. All of these results would seem to operate against a constitutional finding sustaining a LBE program.

The application of *Camden* can be seen in *Hudson County Building and Construction v. Jersey City*,<sup>199</sup> which involved a program requiring city vendors to make good faith efforts to hire 51 percent city residents. The district court again noted that there is no fundamental right to direct government employment, but there is a fundamental right to private employment with government contractors. Consequently the program did unduly burden out-of-state residents. While Jersey City provided data on unemployment and poverty in Jersey City, the evidence did not show "that out-of-state workers [were] a cause of unemployment and poverty within its borders." Thus just reciting data on unemployment and poverty will not be enough to overcome an Immunities Clause challenge.

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<sup>196</sup> *Toomer v. Witsell*, 334 U.S. 385, 395-96 (1948).

<sup>197</sup> *United Building & Constr. Trades v. Camden*, 465 U.S. 208 (1984).

<sup>198</sup> *McCarthy v. Philadelphia Civil Service Commission*, 424 U.S. 645 (1976) (upholding a municipal ordinance that required all Philadelphia city government employees to be residents of the city).

<sup>199</sup> 960 F.Supp. 823, 831 (Dist Ct D NJ 1996)

But note that *Camden* involved a preference for hiring city residents, not a local business enterprise program. Arguably there should be no distinction between public contracting and direct government hiring under the Privileges and Immunities Clause; that is, public contracts are like public jobs, public works and other government benefits that are owned by the residents. Public contracts are not a fundamental right for Immunities Clause analysis.

In addition, while local hiring programs may face challenge under the Immunities Clause, the Supreme Court has held that the Privileges and Immunities Clause does not protect corporations.<sup>200</sup> Consequently a Immunities challenge should only arise relative to an individual seeking to contract with a local government. But local contracting programs can and should have a clear statement of the economic basis of the program to protect it from challenge by an individual vendor on the basis of the Immunities Clause.

It is worth observing that no case was found overturning, or even challenging, an LBE program based upon the Immunities clause.<sup>201</sup> Only municipal resident hiring programs have been challenged on Immunities Clause grounds.

#### **2.10.4 Implications for LBE Program**

In conclusion, no constitutional challenges have been succeeded with regard to an LBE program. A LBE program should survive: (1) a challenge under the Equal Protection Clause because LBE programs generally have a rational basis for their existence, (2) a challenge under the Dormant Commerce Clause based upon the Market Participant exception, and (3) a challenge under the Immunities Clause, because the clause does not apply to corporations, public contracts are not a fundamental right and an agency should be able to provide economic justification for an LBE program.

### **2.11 Conclusions**

As summarized earlier, when governments develop and implement a contracting program that is sensitive to race and gender, they must understand the case law that has developed in the federal courts. These cases establish specific requirements that must be addressed so that such programs can withstand judicial review for constitutionality and prove to be just and fair. Under the developing trends in the application of the law, local governments must engage in specific fact-finding processes to compile a thorough, accurate, and specific evidentiary foundation to determine whether there is, in fact, discrimination sufficient to justify an affirmative action plan. Further, local governments must continue to update this information and revise their programs accordingly.

While the Supreme Court has yet to return to this exact area of law to sort out some of the conflicts, the circuit courts have settled on the core standards. Though there are differences among the circuits in the level of deference granted to the finder of fact, these differences do not appear to be profound. The differences in the individual outcomes have been overwhelmingly different in the level of evidence, mostly concerning the rigor with which

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<sup>200</sup> *Paul v. Virginia*, 75 U.S. (8 Wall.) 168, 177, 181 (1869). This result was reaffirmed by the Supreme Court in *Western & Southern Life Ins. Co. v. State Bd. of Equalization*, 451 U.S. 648 (1981).

<sup>201</sup> One state court case challenging an LBE program, argued that an Illinois School Board did not have the authority under state statutes to authorize an LBE program. *Best Bus Joint Venture v. The Board of Education of the City of Chicago*, First District Appellate Court No. 1-96-2927 (May 9, 1997).

disparity studies have been conducted and then used as the foundation for narrowly tailored remedies. Most significantly, nationally the DBE program has been consistently upheld as a narrowly tailored remedial program. Ultimately, MBE and WBE programs can withstand challenges if local governments comply with the requirements outlined by the courts.

### **3.0 REVIEW OF POLICIES, PROCEDURES, AND PROGRAMS**

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### **3.0 REVIEW OF POLICIES, PROCEDURES, AND PROGRAMS**

This chapter focuses on the policies, procedures, and programs used by the Leon County Board of County Commissioners (County) to purchase goods and services and engage in construction projects. This chapter provides a brief description of the procurement and contracting environment in which minority-, woman-owned, and small business enterprises (M/W/SBE) operate. This chapter also provides background for the data analysis and foundation for the report recommendations. Finally, it discusses the remedial efforts undertaken by the County with regard to procurement in the categories of construction, architecture and engineering, professional services, other services, goods and equipment. The period of study for this review was October 1, 2004, through September 30, 2008. The research presented in this chapter also considered changes in policies and programs instituted through March 31, 2009.

This chapter includes the following sections:

- 3.1 Methodology
- 3.2 County Organizational Structure and Purchasing Function
- 3.3 Methods of Procurement
- 3.4 M/W/SBE Program
- 3.5 Conclusions

#### **3.1 Methodology**

This section discusses the steps taken to summarize the County's contracting and purchasing policies, procedures, and programs; race- and gender-based programs; and race- and gender-neutral programs. MGT's review focused on elements of the purchasing process, including remedial programs that might impact M/W/SBE utilization. The analysis included the following steps:

- Collection, review, and summarization of County contracting and purchasing policies currently in use. Discussions with staff and officials about the changes that contracting and purchasing policies underwent during the study period and their effects on the remedial programs.
- Development of questionnaire utilized to interview key County contracting and purchasing staff and officials to determine how existing contracting and purchasing policies have been implemented. Interviews were conducted with County management and staff regarding the application of policies, discretionary use of policies, exceptions to written policies and procedures, and impact of policies on key users.
- Review of applicable County ordinances, regulations, resolutions, and policies that guide the remedial programs. This included discussing with County personnel the operations, policies, and procedures of the remedial programs and any remedial policy changes over time.

Finally, MGT collected and reviewed copies of previous studies of minority business development conducted by the County and performed a cursory review of race- and gender-neutral programs.

In July 2004, MGT issued a disparity study update<sup>1</sup> which included an assessment of the County's purchasing policies, procedures, and practices since the previously presented report in December 2000.<sup>2</sup> MGT leveraged the data and findings from the 2004 report as a starting point for this analysis. Therefore, the inquiries for this current study centered on changes that occurred in the County's policies and procedures since the July 2004 study and the impact of those changes on firms interested in doing business with the County.

With the assistance of the County's contract manager for this project, MGT identified appropriate County personnel to interview concerning changes to procurement policies and procedures since MGT's last review. Overall, 11 interviews were conducted with current County staff and representatives and one interview with the Executive Director of the Florida Agriculture & Mechanical University Small Business Development Center (FAMU SBDC). These interviews occurred during the months of April and May 2009. Accordingly, MGT met with the following:

- Senior Assistant to the County Administrator;
- Purchasing Director;
- Purchasing Agent
- Minority/Women/Small Business Enterprise Director;
- Minority/Women/Small Business Enterprise Analyst;
- Director of Public Works;
- Director of Engineering Services;
- Director of Facilities Management;
- Director of Parks and Recreation;
- Senior Assistant County Attorney;
- Health & Human Services Division Director.

In addition, MGT reviewed the documents and sources shown in **Exhibit 3-1**.

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<sup>1</sup> MGT of America, Inc., *Leon County Board of County Commissioners Disparity Study*, July 21, 2004.

<sup>2</sup> MGT of America, Inc., *Purchasing Policy and MBE Program Review for Leon County Board of County Commissioners*, December 12, 2000.

**EXHIBIT 3-1  
DOCUMENTS AND SOURCES REVIEWED DURING POLICY AND PROCEDURE  
REVIEW**

<b>Index</b>	<b>Description</b>
1	Board of County Commissioners, Leon County Purchasing and Minority/Women Business Enterprise Policy, Revised June 14, 2006.
2	Board of County Commissioners, Leon County Purchasing and Minority/Women Business Enterprise Policy, Revised July 30, 2002.
3	Board of County Commissioners, Purchasing Card Policy, Revised June 14, 2006.
4	Board of County Commissioners, Policy for Purchases of Food, Beverages, and Supplies, October 27, 2004.
5	Board of County Commissioners, Procurement of Paper Products, Revised August 28, 1996
6	Board of County Commissioners, Leon County, Florida, Agenda Item Executive Summary, Thursday, February 26, 2009; Approval of Fast Tracking Program for Public Sector Projects
7	State of Florida, "Procurement of Personal Property and Services," Florida Statutes, Chapter 287.
8	MGT of America, Leon County Board of County Commissioners Disparity Study, Final Report, July 21, 2004.
9	Leon County Board of County of Commissioners, Diversity: "The Cornerstone of Creativity" 2006 Annual Report.
10	Board of County Commissioners Agenda Request 13, submitted June 7, 2006; Approval of a Performance Agreement between Leon County and Florida Agriculture & Mechanical University for Small Business Training through its Small Business Development Center.
11	Board of County Commissioners, Agenda Request 26, Acceptance of Status Report Regarding County Utilization of Minority and Women-Owned Businesses, Submitted December 5, 2007
12	Board of County Commissioners Agenda Request 31, submitted August 27, 2008; Acceptance of Report on Race/Gender Target in Policy No. 96-1, "Purchasing and Minority Women Small Business Enterprise Policy", Submitted August 27, 2008.
13	2008 Leon County Annual Report
14	Minority and Women Business Enterprise (MWBE) Participation Plan Requests For Proposals (RFP)
15	Board of County Commissioners, Leon County, Florida, Agenda Item Executive Summary, Thursday, February 26, 2009; Approval of Agreement to Award Bid to Panacea Coastal
16	<a href="http://www.leoncountyfl.gov">www.leoncountyfl.gov</a>
17	<a href="http://www.sbdcatfamou.org">www.sbdcatfamou.org</a>
18	<a href="http://www.fbbib.com">www.fbbib.com</a>
19	<a href="http://www.fshcc.com">www.fshcc.com</a>
20	<a href="http://www.accessfloridafinance.com">www.accessfloridafinance.com</a>

### **3.2 County Organizational Structure and Purchasing Function**

The County is governed by a home rule charter in accordance with the provisions of Chapter 125 of the Florida Statutes. The Leon County Board of Commissioners consists of five elected members who serve specific commission districts and two elected members who serve at large. A County Administrator is appointed by the Board to

oversee all functions, directives and policies. Other elected County officials include the Judiciary, State Attorney, Public Defender, Clerk of the Court, Property Appraiser, Sheriff, Supervisor of Elections and Tax Collector.<sup>3</sup> The County's organizational structure is shown in **Exhibit 3-2**.

The County's procurement of goods and services is grouped into the following business categories:

- Construction;
- Professional Services;
- Other Services;
- Materials and Supplies; and
- Purchases.

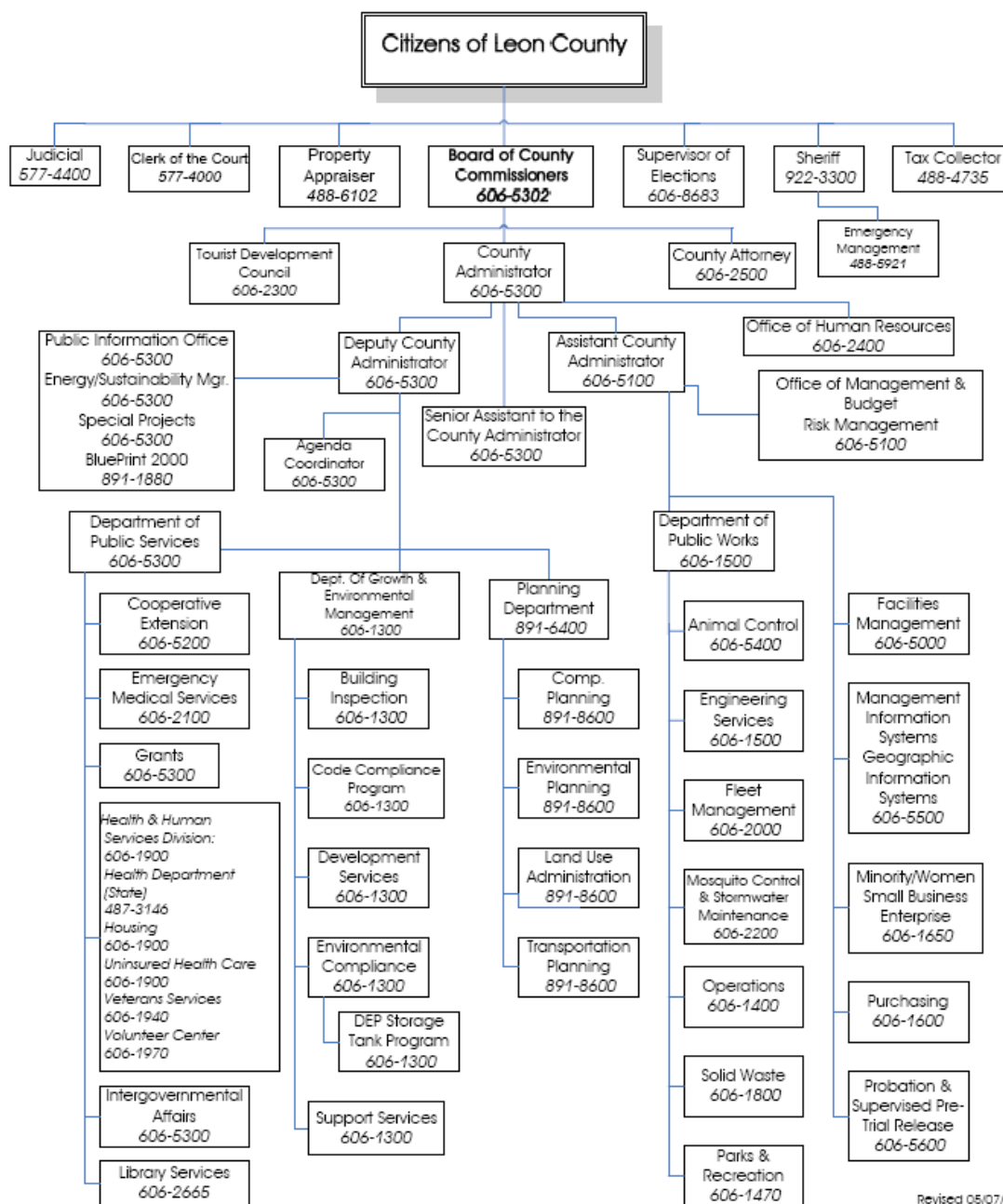
The procurement function in Leon County is governed by applicable federal and state regulations, such as Chapter 287, Florida Statutes as well as Federal Acquisition Regulation, Part 45 and others. In addition to federal and state guidelines, the Board of County Commissioners approved the revised "Purchasing and Minority/Women Business Enterprise Policy" on June 14, 2006 (hereinafter referred to as "policy") to provide specific directives about the County's procurement function.

The Purchasing Division is responsible for the procurement of supplies, equipment and services for all departments under the Leon County Board of Commissioners, and to a limited extent certain constitutional departments, such as the Sheriff's Department, the Court Administrator, and the Supervisor of Elections. As a part of the procurement function, the Purchasing Division operates a warehouse facility, office supply store, and a delivery system for the issuance of supplies and materials to user agencies at wholesale prices. The County has a combination of centralized and decentralized procurement processes. Centralization occurs when departments purchase goods and services for their entire organization. Decentralization is described as when various units within an organization have their own purchasing authority. Leon County has a degree of decentralized purchasing, especially as it relates to the purchasing cards authority that has a spending limit up to \$1,000; and departments can purchase goods and supplies up to \$1,000 as well as obtain bids and quotes for goods and services under \$20,000. However, the Purchasing Department is still involved in ensuring the proper number of quotes, M/WBE solicitation, etc. The County has stringent control measures in place in most cases. The policies and procedures are written and widely available on the internet for purchasing personnel and other users. With the exception of field purchase orders and purchasing cards, which may be used to purchase incidental and/or emergency materials or services, only the Purchasing Division is authorized to act as an agent in awarding, executing, modifying, or canceling purchase orders or contracts. The County does not have a formal vendor registration or a formal prequalification process. However, the County may do prequalification on a project by project basis. Staff has access to the M/W/SBE databases through the internet.

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<sup>3</sup> Leon County Internet Web site <http://www.co.leon.fl.us/aboutus.asp>.

### EXHIBIT 3-2 LEON COUNTY ORGANIZATION CHART



Revised 05/07/09

Source: Leon County Internet Web Site, May 2009.

The procurement policy in effect during the study period is the “Purchasing and Minority Women Small Business Enterprise Policy” which was adopted by the Board of Commissioners on June 13, 2006. This policy superseded Policy No 96-1, which was adopted on December 13, 2005. The revision resulted “from the County’s formation of a Small Business Enterprise (SBE) component to continue its focus of narrowly tailoring its effort to promote M/WBES and to encourage the growth and development of local small

businesses”<sup>4</sup> and included revision of aspirational targets with separation of race conscious and race neutral targets. The framework for the SBE program was ratified by the Leon County Board of Commissioners on June 28, 2005; however, staff was instructed to further develop the SBE policies which were updated during the County’s Local Economic Development workshop held on March 28, 2006.

The Purchasing Director is the central purchasing officer for Leon County. Per the policy, the Purchasing Director:

- Develops and administers operational procedures governing the internal functions of the Division of Purchasing.
- Purchases or supervises the purchase of supplies, services, materials, equipment, and construction services defined in the County’s policy.
- Operates a central warehouse.
- Delegates his/her purchasing authority as allowed by law or rule.
- Assists the M/WBE Director in implementing, monitoring, and enforcing the County’s M/WBE program policy.

The Purchasing Director has authority to approve procurements in amounts up to \$20,000. Purchases greater than \$20,001, but less than \$50,000, require the additional approval of the County Administrator. Procurements in amounts greater than \$20,000 must be approved by the Leon County Board of County Commissioners. The revised policy did not modify these approved levels of authority.

### **3.3 Methods of Procurement**

The procurement processes for Leon County include the purchasing categories shown in **Exhibit 3-3**.

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<sup>4</sup> Board of County Commissioners Agenda Request 12, submitted June 7, 2006.

**EXHIBIT 3-3**  
**LEON COUNTY BOARD OF COUNTY COMMISSIONERS**  
**PURCHASING CATEGORIES**

<b>Purchasing Categories</b>	<b>Dollar Limits</b>
Petty Cash Reimbursements	Not to exceed \$100
Field Purchase Orders	\$1 to \$500
Small Purchase Orders	\$1 to \$1,000
Warehouse Operations	\$1 to \$5,000
<b>Blanket Purchase Orders:</b>	
Non-contractual basis	\$1,000 to \$5,000
Contractual basis	not to exceed \$100,000
Field Quotes	\$1,000 to \$5,000
Purchasing Quotes	\$5,001 to \$20,000
Informal Bid Process	\$20,001 to \$50,000
Competitive Sealed Bids	\$20,001 and above
<b>Competitive Sealed Proposals:</b>	
Approved by County Administrator	\$20,001 and \$50,000
Approved by the Board of County Commissioners	\$50,001 and above

Source: Board of County Commissioners, Leon County - Purchasing and Minority Women Small Business Enterprise Policy. Adopted June 13, 2006.

The revised policy increased the dollar limits for petty cash transactions from \$50 to \$100. The policy also increased the dollar limit for field purchase orders from \$200 to \$500. The increases were made for administrative convenience and have no material impact either positively or negatively on the inclusion of M/WBEs in the County's procurement process.

On February 26, 2009, Leon County staff submitted to the Leon County Board of Commissioners for approval a Fast Tracking Program for Public Sector Projects through development review, permitting, procurement and right-of-way (ROW) acquisition processes. According to staff interviews, the main objectives of the fast track program is the following: reduce the average purchasing and contract administrative timelines, thus reducing the timeline from solicitation to contract execution; change award and signature thresholds for competitive sealed bids and proposals, thus reducing the number of procurements requiring Board approval; and reduce the turnaround time for such items, authorize the Purchasing Director to release Request for Proposals (RFPs) expected to result in cost no greater than \$100,000 and authorize the County Administrator or his designee to release all RFPs. "Staff may authorize the release of RFPs and when the procurement process results in costs within the Contract Award and Signature Authority Thresholds, staff may award the work and execute the agreement in a form approved by the County Attorney's Office."<sup>5</sup> This process would also release contractors to begin performance of a contract while the County is completing its internal contract execution process. The Board directed staff to consider changing preference points for Local Preference and M/WBE Participation. Staff recommended no changes be made to the

<sup>5</sup> Board of County Commissioners Leon County, Florida, Agenda Item Executive Summary, Thursday, February 26, 2009, page 7.

**Review of Policies, Procedures, and Programs**

current percentage points of 5 percent for Local Preference and 10 percent of total available points for M/WBE participation.

**EXHIBIT 3-4  
LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
FAST TRACK PROGRAM THRESHOLD AND SIGNATURE CHANGES**

<b>Table 1 - Purchasing Process Thresholds</b>		
<b>Procurement Method</b>	<b>Current Threshold</b>	<b>Proposed Threshold</b>
Petty Cash/Reimbursement (Section 5.01 of the Purchasing and M/W/SBE Policy)	Not to exceed \$100	*Not to exceed \$100
Field Purchase Order (Section 5.02)	\$1 to \$500	*\$1 to \$500
Small Purchase Procedures (Section 5.03)	\$1 to \$1,000	*\$1 to \$1,000
Warehouse Operations (Section 5.031)	\$1 to \$5,000	*\$1 to \$5,000
Blanket Purchase Orders (Section 5.04)		
Non-contractual Basis	\$1,000 to \$5,000	*\$1,000 to \$5,000
Contractual Basis	Not to exceed \$100,000	*Not to exceed \$100,000
Field Quotes (Section 5.05)	\$1,000 to \$5,000	*\$1,000 to \$5,000
Purchasing Quotes	\$5,001 to \$20,000	*\$5,001 to \$20,000
Bid - Informal Bid Process (requires seeking 3+ written quotes; Section 5.06)	\$20,001 to \$50,000	\$20,001 to \$100,000
Bid - Competitive Sealed Bids (Section 5.08)	\$50,001 and above	\$100,001 and above
RFP - Competitive Sealed Proposals (Section 5.09)	Requires Board Approval to Release RFP; County Administrator authorized to award up to \$50,000.	Purchasing Director –Authorized to Release RFPs Expected to Result in Costs No Greater than \$100,000; County Administrator Authorized to all RFPs
*No change recommended		
<b>Table 2 - Contract Award and Signature Authority Thresholds</b>		
<b>Entity</b>	<b>Current</b>	<b>Recommend</b>
Purchasing Director	Purchase Orders and Agreements up to \$20,000	*Procurement Agreements up to \$100,000 (correlates with the recommended Informal Bid Process threshold)
County Administrator	Procurement Agreements \$20,000 up to \$50,000	* **Procurement Agreements greater than \$100,000 and no greater than \$250,000
Board Chairman	Procurement Agreements \$50,001+	*Procurement Agreements greater than \$250,000
*All contracts will be in a form approved by the County Attorney's Office prior to execution.		
**Correlates with the City of Tallahassee's Manager's Purchasing Authority		

Source: <http://www.leoncountyfl.gov/admin/Agenda/view2.asp?id=9113>.



### **3.3.1 Blanket Purchase Orders**

Blanket purchase orders are used for repeated and/or multiple purchases of goods or services. Non-contractual blanket purchase orders may be issued in cases where the total value of the purchase order is \$5,000 or less. Contractual blanket purchase orders accommodate repeated and/or multiple purchases up to \$100,000.

MGT's research for the 2000 and 2004 review of the County's purchasing policy indicated that blanket purchase orders provide a convenient mechanism for repetitive purchases. It was noted during the 2004 study that there were concerns as to whether blanket purchase orders created the potential for exclusion, since this is selection-based procurements without competition. The interviews conducted for this current study did not find these same concerns; however, most interviewees recommended that MGT collect information regarding blanket purchase orders from the Purchasing Director.

M/WBEs were not categorically excluded in the earlier policy nor are they excluded in the revised version. User divisions and departments are advised of M/WBE availability to provide goods and services under blanket purchase orders, which is unchanged from the earlier purchasing procedure. Therefore, policy updates had no material impact on the utilization of M/WBEs by the County on blanket purchase orders.

### **3.3.2 Field Quotes and Purchasing Quotes**

County procurements for amounts greater than \$501 and less than \$5,000 require competitive Field Quotes to support the purchase in the form of three written or verbal price quotations from potential vendors. County procurements in amounts greater than \$5,001 and less than \$20,000 must be supported by at least three written Purchasing Quotes from potential vendors. Vendor selection for field quotes and purchasing quotes is ultimately determined by the requesting department.

The policy encourages County decision makers to "seek out and utilize certified minority and women-owned business enterprises in these purchases." During MGT's policy review, MGT learned that the Purchasing Division requires that at least one of the three written quotes come from a certified M/WBE in order to comply with current policy requirements.

### **3.3.3 Informal Bid Process**

According to the policy, procurements in amounts greater than \$20,000, but less than \$50,000, may be procured by the Informal Bid Process. In this process:

*The Purchasing Director shall secure, whenever possible, a minimum of three written quotations which shall be the result of written specifications transmitted by mail, by electronic format, or by facsimile. When such quotations are received by facsimile the purchasing agent will immediately seal and label the quotations until the time set for opening bids. In those instances where the securing of three quotations is not*

*practicable, the Purchasing Director shall provide written justification of such.*<sup>6</sup>

The current policy further states that the County's Purchasing Division will seek out and encourage certified M/WBE participation in this process. The inclusion of this language in the current policy serves to emphasize the County's intent to consider M/WBEs in the procurement process. Inclusion of specific language in the policy documents eliminates ambiguity as to the need for user departments/divisions to solicit M/WBE involvement in the informal bid process, which is a revision of the earlier 2000 policy. This serves to diminish an earlier identified barrier regarding M/WBE participation.

Typically, the informal bid process does not include advertising of the procurement opportunity. Vendors wishing to be notified of informal bid opportunities have the option to subscribe to the *DemandStar.com* service (see Section 3.3.7 of this chapter), contact the Purchasing Division, or check the Purchasing Division's Internet Web Site to learn of these opportunities.

### **3.3.4 Competitive Sealed Bids**

The County uses Competitive Sealed Bids for procurements of \$50,000 or more. The steps in this process include:

- Determining the bid specifications and requirements of the requesting department or division.
- Forwarding bid specifications and other supporting documentation to the Purchasing Division for packaging.
- Advertising the Invitation to Bids (ITB).

Projects expected to cost more than \$200,000 must be advertised publicly at least once in a newspaper of general circulation in the County. This advertisement must be posted for at least 21 days prior to the established bid opening date, and at least five days prior to any scheduled pre-bid conference. Projects expected to cost more than \$500,000 must be advertised publicly at least once, at least 30 days prior to the bid opening and five days prior to the scheduled pre-bid conference. The M/W/SBE Director reviews intended solicitations before publication to maximize the potential for M/WBE response.

The revised policy includes language requiring the M/W/SBE Director, Purchasing representative and a user department representative to review proposed projects and bids in order to determine potential utilization of M/WBEs. If certified M/WBEs are available to perform as subcontractors on pending bids, the M/W/SBE Director will add an M/WBE participation aspirational target requirement to the bid specification. If certified M/WBEs cannot be identified, the M/W/SBE Director advises the procurement representative to include language in the bid specifications that encourages the prime contractor to include M/WBE subcontractors in the submitted bids. This process increases the level of awareness concerning the need to consider M/WBEs for competitive bids.

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<sup>6</sup> Section 5.07, Board of County Commissioners - Leon County Purchasing and Minority/Women Business Enterprise Policy, Revised July 30, 2002.

On the predetermined date, bids are opened publicly and are unconditionally accepted. The opened bids are reviewed for compliance with the requirements listed in the request for bids. The Purchasing Division tabulates the bids and presents a Bid Report to the appropriate department or division. Based on the Bid Report, the requesting department or division head makes the determination as to the successful respondent. This recommendation will ultimately be submitted as a Board agenda item. However, prior to the submission of the recommendation to the County Administrator for inclusion on the Board agenda, the department or division head submits its recommendation to the Purchasing Director and M/WBE Director for review. Afterwards, the recommendation is forwarded to the County Administrator and then to the Board of Leon County Commissioners for approval.

Per the policy, “the contract shall be awarded with reasonable promptness to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid.” Section 16(F) further states that “for contracts of \$100,000 or less, where there is a disparity of 1 percent or less between the total of the base bid and all recommended alternates of a 100 percent owned and operated MBE, WBE or SBE and the apparent low bid which is from a non-minority, woman, or small business enterprise, and all other purchasing requirements have been met, the contract may be awarded to the MBE, WBE or SBE to help achieve race/gender neutral targets or race/gender conscious target, where otherwise permissible.” The County has maintained a similar bid price allowance since 1991.

Section 5.08(M) contains local preference provisions whereby the County may allow special consideration for local businesses in purchasing goods or services where pricing is the major consideration. This provision was included with other policy additions in the 2002 and 2005 revisions. The inclusion of the local preference provision is intended to create a slight advantage for local firms that compete for County contracts. The local preference allowance is 5 percent of the bid price for purchases under \$250,000, and 2 percent of the bid price for purchases of \$250,000 and above. The local preference allowance is capped at \$20,000. No opinions were expressed during MGT’s interviews if the local preference provisions have had a significant impact on the utilization of M/WBEs in County procurements.

### **3.3.5 Competitive Sealed Proposals**

Competitive sealed proposals are used by the County when the Director of Purchasing “determines that the use of competitive sealed bidding is either not practical or not advantageous to the County.” Generally, this procurement process is used for professional, architectural, engineering, landscape architectural, and land surveying services. The competitive sealed proposals process begins with the determination of the project requirements by the requesting department or division in the County. Next:

- The Purchasing Director, or designee, reviews the scope of the project requirements.
- The Purchasing Director, or designee, also reviews the scope of work for the project to determine if revisions to—or clarifications of—the scope of work are required prior to advertising the procurement opportunity. The M/WBE Director also reviews the project scope and the request for proposals to identify opportunities to facilitate M/WBE participation. If project scope

modifications are needed, the Purchasing Director interacts with the requesting department to make the changes to the scope of work.

- Projects are placed on the County's Web site and listed in the local newspaper.
- If the County receives indications of interest from less than three persons, the Purchasing Director may reissue the request for proposals.

Section 16(E) lists the requirements for fulfilling Race/Gender Neutral (R/N) Targets, Race/Gender Conscious (R/C) Target and Aspirational Targets for Specific Procurement Opportunities. R/C Targets shall be the upper limit for Aspirational Targets set by the M/W/SBE Division for MBE and/or WBE participation in a single procurement opportunity. The R/N Target shall be the upper limit for Aspirational Targets set by M/W/SBE Division for SBE participation in a single procurement, unless such procurement opportunity is specifically identified for competition only between SBEs. The M/W/SBE Director shall coordinate and promote the process of meeting R/N and R/C targets by taking active steps to encourage full participation by certified, capable, and competitive MBE, WBE and SBE businesses and by keeping staff informed of M/W/SBE availabilities.

The selection committee<sup>7</sup> usually comprised of staff evaluates and ranks submitted proposals with regard to the responsiveness of the proposal to the County's needs. The County Administrator, or designee, determines whether a three-member or five-member selection committee is best suited for the evaluative process based on the complexity and anticipated expense of the requested services.

Staff recommends the top ranked firms in order and requests permission to negotiate with the top ranked firm and, if negotiations fail, to negotiate with the next ranked firms in order. Contract negotiations shall be conducted by the Purchasing Director or his designee or by a negotiation committee. A contract negotiation committee shall consist of the Purchasing Director (shall serve as chair), the head of the primary using department or agency, and the County Attorney. Negotiation committee members may designate alternates to serve in their capacity on the committee.

Section 5.091(A) (7) of the policy allows "a local preference of not more than five percent (5%) of the total score" as part of the evaluation criteria for local businesses that submit proposals for competitive sealed bids. The current revised policy did not contain major changes to the County's competitive sealed proposals process from the 2005 process. As a selection based process, the county has few options to directly encourage M/W/SBE participation as prime contractor respondents. Those opportunities include the determination of the number of evaluation points ascribed to M/W/SBE project involvement and participation in the voting process as part of the selection of the successful respondent.

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<sup>7</sup> The selection committee makeup for procurement is different than the selection committee process for employment, because of due process requirements the County elected that the M/W/SBE Director not be a member of the selection committee.

### **3.3.6 Protested Solicitations and Awards**

The 2006 revised policy contains modified language specifying rights to protest decisions regarding the County's Invitations to Bid and Request for Proposals, as did the County's earlier policy. Appeals of the Purchasing Director's decisions are to be heard by a Procurement Appeals Board composed of a chairperson, and two other members. The Appeals Board members are appointed by the County Administrator. The revised policy changed the term of the members to three years for the chairperson and each member. Previously, the Chairperson served a term of three years. One member served for a two-year term and the remaining member served an initial term of one year. Thereafter, members were appointed for three year terms such that one member was appointed annually. Section 5.13(E) specifies the procurement appeals process.

### **3.3.7 DemandStar.com**

In 1999, the County contracted DemandStar.com, Inc. to maintain information and vendor data about pending procurements. As a part of the County's procurement efforts this service was seen as an opportunity to reach more firms<sup>8</sup>. The Purchasing Division provides bid and RFP information to DemandStar.com for notification to their vendor subscriber list. This list categorizes each vendor by commodity codes for the specific goods or services offered by the vendor. Subscribers are notified by fax or e-mail whenever a formal sealed bid has been issued for the commodity or service offered by the vendor.

A second feature of the DemandStar.com system is the maintenance of vendor data. For an annual subscription fee, businesses may register the commodities and services they wish to sell, and receive emailed information about related County procurements that includes the following:

- Legal advertisements.
- Bid/RFP addenda.
- Bid tabulation sheets.
- Procurement listings.
- Requests for proposals.
- Current award recommendations and current Board agenda items.

### **3.3.8 Other Procurement Methods**

The County's purchasing and M/W/SBE policy provide for the following procurement methods for non-routine purchases.

- Sole Source Purchases—for a supply, services, material equipment or construction item(s) where there is a determination that there is only one available source. (Section 5.10)
- Emergency Purchases—when a situation requires the immediate purchase of goods, equipment or services without competitive bidding. (Section 5.11)

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<sup>8</sup> The County uses legal notices and the County Web site as its primary means for informing vendors on County opportunities.

- Cooperative Purchasing—from authorized vendors on state contracts, or Federal Supply Schedules or when the County joins with other units of government in cooperative purchasing ventures. (Section 5.12)

### **3.3.9 General Purchasing Provisions**

#### **Insurance Requirements**

MGT's review of the County's policy and staff interviews showed no change in the County's policy on insurance since the 2004 study. Policy requires that County contractors purchase and maintain insurance to protect it from claims under Worker's Compensation laws, disability benefit laws and other similar damages and liabilities.<sup>9</sup> The required levels of coverage are determined by the provisions of the Risk Management Policy. Insurance requirements, like bonding requirements, are a necessary component of contractual relationships that serve both parties.

#### **Bonding**

The State of Florida requires payment and performance bonds by persons entering into a formal contract with the state or any county, city, or political subdivision "for the prosecution and completion of a public work, or for repairs upon a public building or public work."<sup>10</sup> The state provision allows an exemption from the bonding requirement for work done for any county, city, political subdivision or public authority in amounts less than \$200,000.

MGT's review of the County's policy and staff interviews showed no change in the County's policy on bonding since the 2004 study. County bid documents identify procurements that require bonding on behalf of the successful offeror and County policy specifies the types of bonds that may be required as indicated below:

- A. Combination Payment and Performance Bond - This type of bond is required for repairs, renovations, new construction, and other public works costing in excess of \$50,000. For projects less than that amount, it may be required at the discretion of the Purchasing Director with the approval of the County Administrator or his designee. When a payment and performance bond is required, the bond will be requested in the bid document. No work in connection with the fulfillment of a contract shall commence until the payment and performance bond is accepted by the County.
- B. Performance Bond - For a project of an estimated value less than \$50,000, requirement of a performance bond will be at the discretion of the Purchasing Director with the approval of the County Administrator or his designee. For projects estimated to be \$50,000 or more, such bond will be required to insure that a contract is carried out in accordance with the applicable specifications and at the agreed contract price.

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<sup>9</sup> Section 12, "Insurance Requirements", Board of County Commissioners – Leon County, *Purchasing and Minority/Women Business Enterprise Policy*, Revised June 13, 2006.

<sup>10</sup> State of Florida Statutes, Title XVIII, Chapter 255, Section 255.05.

- C. Payment and Material Bond - For a project of an estimated value less than \$50,000, requirement of a payment and material bond will be at the discretion of the Purchasing Director with the approval of the County Administrator or his designee. For projects estimated to be \$50,000 or more, such bond will be required to protect the County from suits for non-payment of debts which might be incurred by a contractor's performance for the County.
- D. Warranty Bonds - At the discretion of the Purchasing Director, after consultation with user departments, a Warranty Bond may be required from a successful bidder to insure warranty provisions are fulfilled.
- E. Guaranty of Good Faith Deposit (Bid Deposit) - For projects estimated to be less than \$40,000, requirement of a bid bond will be at the discretion of the Purchasing Director with the approval of the County Administrator or his designee. For purchases where it is determined by the Purchasing Director to be in the best interest of the County, and projects estimated to be \$40,000 or more, bidders will be required to submit with their bid or proposal a guaranty of good faith deposit.

When in the best interest of the County, it is recommended by the Purchasing Director and approved by the County Administrator or his designee, these requirements may be waived.

- A. Return of Bond. Such deposit may not be withdrawn until a specified time after the proposals are opened and awards made. The deposit of the bond shall be retained by the Finance Officer of the Board until the Purchasing Director is satisfied that the Contractor's obligations have been satisfactorily completed.
- B. Substitutes. In lieu of a surety bid bond, contractor may submit a certified check, cashier's check or treasurer's check, on any national or state bank. Such deposits shall be in the same percentage amounts as the bond. Such deposits shall be retained by the Finance Officer of the Board until all provisions of the contract have been complied with.
- C. Irrevocable Letter of Credit. Upon approval of the Purchasing Director, a contractor may present an Irrevocable Letter of Credit from a national or state chartered bank in lieu of any of the foregoing bonds for the same face value as required for the bond. The letter of credit shall be for a period of time not less than three months beyond the scheduled completion date of the purchase of the contracted services or materials.
- D. Retention of Payments. The County may require the payment for a project, or a portion thereof, be withheld until the project has been completed as a method of protecting the County's interest. Retention may also be used in lieu of the above listed bonds. The solicitation documents shall specifically state if retention of any portion or all of the payment for the project is to be done.

County policy further defines the amount of the bond or deposit required.

- 1) Performance Bond: 100 percent of contract price.

- 2) Payment Bond: 100 percent of contract price.
- 3) Payment and Performance Bond: 100 percent of contract price.
- 4) Guaranty of Good Faith Deposit (Bid Deposit or Bond): The bid deposit will be 5 percent of the price bid by the vendor.

Any of the above listed bonds may be required at another amount recommended by the Purchasing Director and approved by the County Administrator or his designee when in the best interest of the County.

### **3.4 Remedial Program**

#### **3.4.1 Historical Background**

The establishment of the County's M/WBE Program dates back to 1987. The purpose of the program was to "enhance the participation of qualified minority and women-owned businesses in providing goods and services and construction contracts required by the Board of County Commissioners." The County conducted disparity studies in 2000 and in 2005. The County was receptive to recommendations from the previous studies to enhance its purchasing and M/WBE programs. In 2005, the County accepted the disparity study update conducted by MGT. To strengthen its support of M/W/SBEs and its efforts to narrowly tailor its M/WBE program the County accepted recommendations included in the study to revise race-gender conscious and race-neutral targets and the formation of a small business enterprise (SBE) component. The purpose of the revised and newly created M/W/SBE Program is to "effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises and small business enterprises in a competitive environment."<sup>11</sup>

To reflect the addition of the SBE component, the title of the Policy 96-1 was changed to Purchasing and Minority, Women, Small Business (MWSBE) Policy. Consistent with the previous policy section 16, a business will be certified as a MBE, WBE or SBE however an MBE and WBE can also be certified as a SBE.

The following definitions were included in Section 16 to reflect the addition of the SBE component and for clarification of previous terms:

- **Affiliate or Affiliation** – Shall mean when an eligible either directly or indirectly controls or has the power to control the other; a third party or parties controls or has the power to control both; or other relationships between or among parties exist such that affiliation may be found. A business enterprise is an affiliate of an eligible owner when the eligible owner has possession, direct or indirect of either: (i) the Ownership of or ability to direct the voting of as the case may be more than fifty percent (50%) of the equity interest, value or voting power of such business, or (ii) the power to direct or cause the direction

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<sup>11</sup> Board of County Commissioners Leon County, Florida, Policy No. 96-1 Purchasing, Minority, Women, and Small Business Enterprise Policy, June 14, 2006.



of the management and policies of such business whether through the Ownership of voting securities by contract or otherwise. In determining whether a business is an Affiliate with another business or with an Owner, consideration shall be given to all appropriate factors including but not limited to common Ownership, common management, contractual relationship and shared facilities.,

- Commercial useful function - Shall mean a business that: (a) is responsible for the execution of a distinct element of work or services; (b) carries out its obligation by actually performing, managing, or supervising the work involved; (c) performs work that is normal for its business, services and function; and (d) is not further Subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. A Contractor, Subcontractor, Vendor or Supplier shall not be considered to perform a Commercially Useful Function if the Contractor's, Subcontractor's, Vendor's or Supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of M/W/SBE participation.,
- Joint venture - Shall mean a legal organization that takes the form of a short term partnership in which the parties jointly undertake for a transaction, for which they combine their property, capital, efforts, skills, and knowledge. Generally, each party shall contribute assets and share risks. Joint Ventures can involve any type of business transaction and the parties involved can be individuals, groups of individuals, companies or corporations.
- Race/gender neutral - Shall mean that component of the M/W/SBE Program that seeks to increase participation of MBEs, WBEs, or SBEs in procurements and contracts through means other than setting MBE or WBE (Race/Gender Conscious) Aspirational Targets. Such Race- Neutral means include, but are not limited to, the SBE Program and the coordination and outreach with/to programs and/or agencies whose purpose is to serve and assist businesses regardless of their race or gender, such as the Florida Agricultural & Mechanical University Small Business Development Center, Florida State University Jim Moran Institute, the Small Business Administration, the State of Florida Commission on Minority Economics and Business Development/Minority Business Advocacy and Assistance Office, Tallahassee Chamber of Commerce Economic Development Council and the Capital City Chamber of Commerce .
- Small business enterprise - Shall mean a business whose SBE certification is recognized, effective and accepted by Leon County's M/W/SBE Program.

#### **3.4.1 Staffing and Responsibilities**

In further support of M/W/SBEs, the County renamed the M/WBE office to M/W/SBE Division. The M/W/SBE Director's responsibilities include:

- Establish written procedures to implement the M/W/SBE Program, including the certification of businesses as SBEs, MBEs and WBEs.

- Assess the certification of applications for the M/W/SBE program, and coordinate certifications with partner agencies.
- Establish realistic aspirational targets and identify procurement opportunities for competition among SBEs.
- Identify and work to eliminate barriers that inhibit M/W/SBE participation in Leon County's procurement process.
- Establish realistic targets to increase M/W/SBE utilization.
- Provide information and assistance to M/W/SBEs regarding procurement opportunities with Leon County.
- Maintain a database of certified M/W/SBEs- and provide information to County departments and divisions in identifying M/W/SBEs for anticipated procurements.
- Monitor the utilization of M/W/SBEs and the progress of the M/W/SBE Program to ensure M/W/SBEs have opportunities to participate in the County's procurement process.
- Implement mechanisms and procedures for monitoring M/W/SBE compliance by prime contractors and staff.
- Perform outreach by networking with state and local governments and others, participate in conventions and seminars sponsored and widely attended by M/W/SBEs.
- Implement mechanisms to evaluate the program's progress.

Staffing for the County's M/W/SBE program consists of two full time positions - the program director and an analyst. After the 2000 disparity study the M/WBE office was comprised of one person. The budget for the M/W/SBE Program for fiscal year 2008 is more than \$300,000. This budget includes a one-time fee for an M/W/SBE tracking program, contracted from B<sub>2</sub>G Now and staff salaries. The budget was also adjusted by deducting the contract dollars for the SBE training component with the SBDC at Florida Agricultural & Mechanical University.

Per Section 16 of the policy, staff responsibilities include recommending modifications to the County's M/W/SBE aspirational targets; coordinating steps to encourage full participation by M/WSBEs in the County's procurement processes and fostering more economic development in Leon County. In addition to establishing specific M/W/SBE aspirational targets for County procurements, the M/W/SBE program division provides technical assistance and other race-neutral program components, such as outreach activities and maintaining a directory of certified M/WBEs to promote the utilization of these firms.

### **3.4.2 M/W/SBE Classifications and Aspirational Targets**

Minority-, woman-, and small-owned businesses that wish to be recognized as M/W/SBE vendors in the County's procurement process must apply for M/W/SBE certification through the program office. M/WBEs are businesses that are at least 51 percent owned and controlled by, and whose management functions are at least 51 percent performed by, persons who are:

- African Americans - All persons having origins in any of the Black African racial groups not of Hispanic origins and having community identification as such.
- Hispanic Americans - All persons (Mexican, Puerto Rican, Cuban, Central or South American, or Spanish Culture or origin, regardless of race) who were reared in a Hispanic environment, whose surname is Hispanic and who have community identification as such.
- Asian Americans - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.
- American Indians, Alaskan Natives, and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.
- Women – All women who are non-Hispanic white females. Minority women were included in their respective minority category.
- Small – shall mean a business whose SBE certification is recognized, effective and accepted by Leon County's M/W/SBE Program.

M/WBEs that wish to be certified by the County as such must meet the criteria as shown in **Exhibit 3-5**.

**EXHIBIT 3-5  
LEON COUNTY, FLORIDA  
M/W/SBE CERTIFICATION ELIGIBILITY CRITERIA**

CERTIFICATION ELIGIBILITY CRITERIA	Type of Certification (must meet ALL marked criteria)		
	MBE	WBE	SBE
Majority Owner(s) must be a Minority or Minorities who manage and Control the business. In the case of a publicly owned business at least 51% of all classes of the stock which is owned shall be owned by one or more of such persons.	X		
Majority Owner(s) must be a Woman or Women who manage and Control the business. In the case of a publicly owned business, at least 51% of all classes of the stock which is owned shall be owned by one or more of such persons.		X	
Majority Ownership in the business shall not have been transferred to a woman or minority, except by descent or a bona fide sale within the previous two years.	X	X	
Majority owner(s) must reside in Leon, Gadsden, Jefferson or Wakulla County Florida.	X	X	X
Majority owner(s) must be a United States citizen or lawfully admitted permitted resident of the United States	X	X	X
Business must be legally structured either as a corporation, organized under the laws of Florida, or a partnership, sole proprietorship, limited liability, or any other business or professional entity as required by Florida law.	X	X	X
Business must be independent and not an affiliate, front, façade, broker, or pass through.	X	X	X
Business must be a for-profit business concern.	X	X	X
Business must be currently located within market area.	X	X	X

**EXHIBIT 3-5  
LEON COUNTY, FLORIDA  
M/W/SBE CERTIFICATION ELIGIBILITY CRITERIA (CONTINUED)**

CERTIFICATION ELIGIBILITY CRITERIA	Type of Certification (must meet ALL marked criteria)		
	MBE	WBE	SBE
Business must have all license required by local, state and federal law.	X	X	X
Business must currently be licensed and engaging in commercial transactions typical of the filed, with customers in the Local Market Area other than state or government agencies, for each specialty area in which certification is sought. Further, if a Supplier, business must be making sales regularly from goods maintained in stock.	X	X	X
Business must have expertise normally required by the industry for the field for which certification is sought.	X	X	X
Business must have a net worth of no more than \$2 million.	X	X	X
Business must employ 50 or fewer full- or part-time employees, including leased employees.	X	X	X
Annual gross receipts on average, over the immediately preceding three (3) year period, shall not exceed: - For business performing construction - \$2,000,000/year. - For businesses providing Other Services or Materials & Supplies - \$2,000,000/year - For businesses providing Professional Services - \$1,000,000/year	X	X	X

Source: <http://www.leoncountyfl.gov/bcc/policy/pdf/12-02.pdf>.

**3.4.2.1 M/W/SBE Certification**

The M/W/SBE certification process includes the following steps.

- Submission of a Certification Application Package
- Review and evaluation of the submitted application data and determination of disposition within 30 days of submission.
- Vendors deemed certifiable are notified in writing of the certification.
- If an applicant cannot be determined certifiable based on information provided, the County provides written notification stating the reasons for denial. If the M/W/SBE certification is denied the applicant may not reapply for certification for a period of six months after the notice of the date of denial.
- Certification denials may be appealed in writing to the M/W/SBE Director within 10 working days after receipt of the denial of certification letter. Failing a satisfactory determination, firms denied certification may appeal to the M/W/SBE Citizen Advisory Committee.
- Certification is valid for two years other provided otherwise.

The M/W/SBE Program may accept MBE and WBE certifications from parties to The M/WBE inter-local agreement (such parties currently include the City of Tallahassee, Leon County, and the Leon County School Board; however, such parties may change from time to time without notice or revision to this policy). Further, the M/W/SBE Division reserves the right to review the certification process and documentation utilized by an outside certifying agency; request clarification or additional information from the certified business; to delay acceptance of certification while it is being reviewed; and to deny certification any time during the Certification period.

The certification directory for Leon County and the City of Tallahassee are available on their respective Web sites. As of April 2009, the County directory included 73 M/W/SBE certified firms. The City of Tallahassee directory included more than 200 firms of which 13 were certified by Leon County.

### **3.4.2.2 Aspirational Targets**

The County uses aspirational targets to establish levels of participation by M/WBEs in the County's procurement of goods and services. **Exhibit 3-6** shows the M/WBE aspirational targets:

**EXHIBIT 3-6  
LEON COUNTY BOARD OF COUNTY COMMISSIONERS**

FISCAL YEAR RACE AND GENDER NEUTRAL TARGETS												
Targets	Construction		Construction Subcontracting		Professional Services Consultants		Professional Services Subconsultants		Other Services Vendors		Material and Supplies Vendors	
	MBE	WBE	MBE	WBE	MBE	WBE	MBE	WBE	MBE	WBE	MBE	WBE
Race/Gender Neutral (SBE, etc.)	1%	1%	15%	3%	6%	5%	3%	5%	6%	6%	1%	5%
Race/Gender Neutral Total	2%		18%		11%		8%		12%		6%	
FISCAL YEAR RACE AND GENDER CONSCIOUS TARGETS												
Targets	Construction		Construction Subcontracting		Professional Services Consultants		Professional Services Subconsultants		Other Services Vendors		Material and Supplies Vendors	
	MBE	WBE	MBE	WBE	MBE	WBE	MBE	WBE	MBE	WBE	MBE	WBE
Race/Gender Neutral (SBE, etc.)	5%	1%	3%	N/A	N/A	N/A	18%	9%	N/A	NA	1%	N/A
Race/Gender Neutral Total	6%		3%		N/A		27%		N/A		1%	

Source: Board of County Commissioners - Leon County, Purchasing and Minority/Women Business Enterprise Policy, Revised June 14, 2006.

### **3.4.2.3 M/W/SBE Incentives**

As mentioned in Section 3.3 of this chapter, for contracts of \$100,000 or less, where there is a disparity of 1 percent or less between the total of the base bid and all recommended alternates of a 100 percent owned and operated MBE, WBE or SBE and the apparent lowest bid which is from a business that is not a MBE, or SBE, and all other purchasing requirements have been met, the Contract may be awarded to the MBE, WBE or SBE to help achieve Race/Gender Neutral Targets, unless such procurement

opportunity is selected for completion only among SBEs.. On selection based procurements, The County's Purchasing Director or representative, M/W/SBE Director and representatives from user departments shall review each proposed project or bid to determine the potential for subcontracting and the utilization of M/W/SBEs considering the scope of work, available and capable M/W/SBEs to potentially perform the work, and opportunities for multiple bids. Based upon these factors the M/W/SBE Director or designee shall determine the Aspirational targets. Further the M/W/SBE Director shall determine the Race/Gender Conscious targets or Race/Gender Neutral targets, unless such procurement opportunity is selected for completion only among SBEs.

#### **3.4.2.4 Participation Plans**

Bidders are to submit a Participation Plan when the procurement opportunity contains Aspirational Targets. Participation Plans shall identify the M/WBEs and non M/WBEs to be utilized, their percentage of utilization, and the commercially useful function they will be providing, consistent with the commodities or services for which they are certified. The participation plan is to be analyzed by the M/W/SBE Director prior to submission to the Board for approval of award.

#### **3.4.2.5 Good Faith Efforts and Substitutions**

Prime contractors that are unable to meet the stated M/WBE aspirational targets may submit evidence to the County with bid documents demonstrating the level of effort to attract M/WBE participation. Evidence of good faith efforts include, but are not limited to:

- Submission of proof of M/WBE certification for the M/WBEs that are being used on the project.
- Proof of advertising for bids from M/W/SBEs in non-minority and minority publications in the Leon County, Florida, area.
- Proof that ample time was allowed for M/W/SBE subcontractors to respond to bid opportunities.
- Submission of a list of M/W/SBEs that were directly contacted by the prime contractor.
- Telephone logs demonstrating proof of follow-up calls to M/W/SBEs.
- Information regarding the availability of bid specifications and blueprints to M/W/SBEs.
- Documentation showing the sound basis for rejecting M/W/SBEs as unqualified or unacceptable.
- Documentation showing that the County's M/W/SBE Director was contacted regarding a problem meeting M/W/SBE aspirational targets.
- Any other documentation further proving good faith efforts.

When a proposal is submitted, the M/W/SBE Director reviews the M/WBE Participation Plan to determine if the M/WBE participation levels are met according to a point scale, which is presented in the RFP. If the M/W/SBE Director determines the Bidder with subcontracting and supplier opportunities have not made a Good Faith Effort to meet the aspirational target the M/W/SBE Director shall refer the matter to the Good Faith Effort Committee. The good faith documentation is reviewed by the County's "Good Faith Committee," which consists of the Management Services Director (currently vacant), Purchasing Director or designee, and chair of the M/W/SBE Citizens Advisory Committee and may include others appointed at the discretion of the County Administrator or the County Administrator's designee.

Policy permits substitution of M/W/SBEs after contract award with prior approval of the M/W/SBE Director with assistance from technical staff. Grounds for M/W/SBE substitution include poor work performance, lack of success in improving the work performance level of the M/W/SBE, and withdrawal request by the M/W/SBE.

### **3.4.3 M/WBE Reporting**

The County is required to submit an update to the Board on its performance on meeting its Aspirational targets. According to the M/W/SBE status report of December 11, 2007 the expenditure data was pulled from the County's financial system. Expenses are manually adjusted to eliminate certain costs such as staff, land acquisitions, telephone, utilities, local travel reimbursements, office rent, expenditures with government agencies and expenses outside the market area. Verified subcontractor expenditures were deducted from the prime contractor's expenditures and reported as subcontractor expenditures. Contractors expenditures with subcontractors was only required to be reported on those contractors with M/WBE aspirational targets; therefore, subcontractor expenses with non-minority owned and other business may not have been identified for adjustment and remain in a higher level of classification based on contract type.<sup>12</sup>

**Exhibit 3-7** summarizes expenditure data by race and gender for fiscal year 2004/2005 and 2005/2006. The "Total Expenditures" column reflects the actual estimated expenditures by the race and gender of the major business owner. The "Estimated Parity Minus Estimated Expenditures" column reflects the amount the expenditures with each race and gender group is above or below what would be expected if parity were achieved, based on that group's availability in the local market area.

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<sup>12</sup> Board of County Commissioners Agenda Request 26, Acceptance of Status Report Regarding County Utilization of Minority and Women-Owned Businesses, December 11, 2007.



**EXHIBIT 3-7**  
**LEON COUNTY BOARD OF COUNTY COMMISSIONERS**  
**M/WBE REPORTING**  
**FISCAL YEAR 2004/2005 TO FISCAL YEAR 2005/2006**

Summary Across All Business Categories						
Race/Gender	Differences between Actual Estimated Expenditures and Estimated Parity					
	Total Expenditures			Est. Parity Minus Est. Expenditures		
	FY 04/05	FY 05/06	Both Years	FY 04/05	FY 05/06	Both Years
African Americans	\$ 2,933,432.00	\$ 3,625,204.00	\$ 6,558,636.00	\$ 876,022.00	\$ (708,896.00)	\$ 167,126.00
Hispanic Americans	\$ 37,654.00	\$ 35,894.00	\$ 73,548.00	\$ (179,317.00)	\$ (542,971.00)	\$ (722,288.00)
Asian Americans	\$ 55,355.00	\$ 63,609.00	\$ 118,964.00	\$ 2,512.00	\$ (21,782.00)	\$ (19,270.00)
Native Americans	\$ 44,880.00	\$ 68,354.00	\$ 113,234.00	\$ (19,405.00)	\$ (114,604.00)	\$ (134,009.00)
Non-minority Women	\$ 2,128,631.00	\$ 7,568,233.00	\$ 9,696,864.00	\$ 997,672.00	\$ 5,466,523.00	\$ 6,464,195.00
Non-minority	\$ 16,337,284.00	\$ 35,310,829.00	\$ 51,648,113.00	\$ (1,677,485.00)	\$ (4,078,270.00)	\$ (5,755,755.00)
<sup>1</sup> Total All Categories	\$ 21,537,236.00	\$ 46,672,123.00	\$ 68,209,359.00	\$ (1.00)	\$ -	\$ (1.00)
<sup>1</sup> Total difference from parity does not equal zero due to rounding.						

Source: M/WBE Reporting, Fiscal Year 2004/2005 to Fiscal Year 2005/2006.

The status report also included a plan for continued success and enhancement opportunities to be performed by the M/W/SBE Division:

- Improve its tracking system to monitor and provide feedback for M/WBE and nonminority procurement activities.
- Continue to inform MBEs about procurement opportunities with the County and encourage managers to utilize MBEs.
- Continue its on-going efforts to identify barriers that prevent procurement opportunities for M/WBEs and eliminate such to enhance the utilization of the available firms.
- Review the Tax Collectors' records to identify and encourage MBEs to become certified for procurement opportunities in areas where there is underutilization.
- Direct M/WBEs to use the services of the Small Business Development Center at Florida Agricultural & Mechanical University to improve the operation of their businesses, thereby enhancing their chances of winning procurement opportunities.

### **3.5 Conclusions**

MGT's research, summarized in this chapter, showed that the County has made significant strides in its commitment to level the playing field for businesses desiring to provide goods and services to the County. The County has been receptive to earlier recommendations to enhance its purchasing and M/WBE programs. For instance, MGT were told of improved levels of cooperation between the Purchasing Division, M/W/SBE Division, and other County departments and divisions. MGT was also told that recently M/W/SBE and nonminority subcontracting participation is being tracked now. The County has also improved the accessibility of information through its Web site, consolidated its purchasing policy and M/W/SBE participation policy and collaborated with the local outreach efforts put forth through the Small Business Enterprise Week and MEDWeek activities with the City of Tallahassee and the Small Business Development Center at Florida Agricultural & Mechanical University.

The consolidation of the purchasing policy and the M/WBE participation policy provided a stronger basis for user departments to involve M/WBE firms in County procurements. Interviewees directed MGT to the Purchasing Department for responses to questions on policy changes and to the M/W/SBE Division to answer questions on M/W/SBE program requirements. The revised policy is clearer on the County's intent to provide competitive opportunities to all vendors and administrative steps (e.g., one of three quotes should be from an M/W/SBE) to facilitate competition. From an organizational perspective, the County elevated the M/W/SBE program to division level, which improves the internal and external perception of the County's commitment to the program's success. The County's suspension of the training criteria for SBE certification until the completion of the disparity study update is viewed as positive by staff.

## ***4.0 UTILIZATION AND AVAILABILITY ANALYSIS***

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## **4.0 UTILIZATION AND AVAILABILITY ANALYSES**

This study for the Board of County Commissioners of Leon County (County) documents and analyzes the participation of minority, women, and nonminority businesses in the County's procurements. This chapter describes the County's market area and analyzes the utilization and availability of minority, women, and nonminority firms. The results of the analyses ultimately determine whether minority, women, or nonminority businesses were underutilized or overutilized in these procurements.

This chapter consists of the following sections:

- 4.1 Methodology
- 4.2 Construction
- 4.3 Architecture and Engineering Services<sup>1</sup>
- 4.4 Professional Services
- 4.5 Other Services
- 4.6 Materials and Supplies
- 4.7 Summary

### **4.1 Methodology**

This section presents the methodology for the collection of data and analysis of market areas, utilization, and availability of minority-owned, woman-owned, and nonminority-owned firms. The description of business categories and minority- and woman-owned business enterprise (M/WBE) classifications are also presented in this section, as well as the process used to determine the geographical market areas, utilization, and availability of firms.

#### **4.1.1 Business Categories**

The County's mark area, utilization and availability of M/WBE firms and non-M/WBE firms were analyzed for five business categories: construction, architecture and engineering, professional services, other services, and goods, equipment, and supplies.

These categories were consistent with the County's classification of contracts awarded and payments made by the County during the four-year study period. Each contract vendor payment or subcontractor award was grouped into one of the above categories by MGT with assistance from County staff knowledgeable about the contracts and payments. A description of each business category follows.

#### **Architecture and Engineering**

Architecture and engineering refers to any architecture or engineering services, including but not limited to:

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<sup>1</sup> For the purpose of this study, architecture and engineering services were analyzed separately. In the 2004 Disparity Study, architecture and engineering services were included in the professional services business category.

- Architectural design.
- Professional engineering.
- Environmental consulting.
- Inspections.
- Soil testing.
- Surveying.

### **Construction**

Construction refers to any building and highway construction-related services, including but not limited to:

- General building contractors engaged primarily in the construction of buildings.
- General contracting in the construction of roadways, bridges, sewers, and heavy construction.
- Construction-special trade services, such as electrical work; carpentry, air conditioning repair, maintenance, and installation; plumbing; and renovation.
- Other related services such as water-lining and maintenance, asbestos abatement, drainage, dredging, grading, hauling, landscaping (for large construction projects such as boulevards and highways), paving, and toxic waste clean up.

### **Professional Services**

This category covers services provided by a person or firm that are of a professional nature and require special licensing, educational degrees, and/or highly specialized expertise, including:

- Consulting services.
- Legal services.
- Educational services.
- Computer services.
- Other professional services.

### **Other Services**

This category includes any service that is labor intensive and neither professional nor construction related, including, but not limited to:

- Janitorial and repair services.
- Uniformed guard services.
- Certain job shop services.
- Graphics or photographic services.
- Other nontechnical professional services.

### **Materials and Supplies**

This business category includes vendors that provide the following, but not limited to:

- Office goods
- Supplies
- Equipment
- Miscellaneous building materials
- Computers

Certain transactions were excluded from analysis in this study. Examples include:

- Administrative items such as utility payments, leases for real estate, and insurance or banking transactions.
- Salary and fringe benefits, payments for food or parking; or conference fees.
- Payments to government entities including nonprofit local organizations, state agencies, and federal agencies.

Firms were assigned to a particular business category based on the County's payment description obtained from the County's financial system. However, based on feedback from the County, certain payments were reclassified according to vendor name rather than the type of payment received and/or payment description.

#### **4.1.2 M/WBE Classifications**

In this study, businesses classified as M/WBEs are firms at least 51 percent owned and controlled by members of one of five groups: African Americans, Hispanic Americans, Asian Americans, Native Americans, and nonminority women. These groups were defined according to the United States Census Bureau as follows:

- **African Americans:** U.S. citizens or lawfully admitted permanent residents having an origin in any of the black racial groups of Africa.
- **Hispanic Americans:** U.S. citizens or lawfully admitted permanent residents of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese cultures or origins regardless of race.
- **Asian Americans:** U.S. citizens or lawfully admitted permanent residents who originate from the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.
- **Native Americans:** U.S. citizens or lawfully admitted permanent residents who originate from any of the original peoples of North America and who maintain cultural identification through tribal affiliation or community recognition.
- **Nonminority Women:** U.S. citizens or lawfully admitted permanent residents who are non-Hispanic white females. Minority women were included in their respective minority category.

The M/WBE determinations reflected in this report were based on the source data discussed below in **Section 4.1.3**. If the business owner classification was unclear in the source data, MGT of America, Inc. (MGT), conducted additional research to determine the proper business owner classification. This included requesting assistance from cognizant County representatives to identify the proper business owner classification. Firms that were identified in the source data as non-M/WBEs were considered to be nonminority-owned firms in the analysis conducted for this study.

#### **4.1.3 Collection and Management of Data**

To determine the most appropriate data for our use in the analysis of the County's procurement activity and to identify data sources, MGT conducted interviews with key staff knowledgeable about the County's procurement processes. The decision was made by the County and MGT that procurement data for construction would be extracted from electronic expenditure data, as well as contract award data and contract files. Data for architecture and engineering, professional services, other services and materials supplies would be extracted from electronic expenditure, purchase order, and purchasing card (Pcard) data.

##### **Contract and Subcontract Data Collection**

Once the sources of data for the contract award data was defined and obtained, MGT designed a data collection plan to collect contract data from the hard copy files. Expenditure, purchase order, and Pcard transaction data would be provided in electronic format. The following data were provided:

- Financial Expenditure Data: a file extracted from the County's Banner financial system containing payments made to vendors during the study period.
- List of Agreements: a file containing awards granted to vendors during the study period.
- Vendor List Data: a file extracted from the County's Banner financial system containing vendors that were paid or have registered to do business with the County.
- Permit Data: a file containing commercial construction permits let to prime contractors and subcontractors during the study period.<sup>2</sup>
- Purchase Order Data: a file containing invoices made to vendors during the study period.
- Pcard Transactions Data: a file containing small dollar payments made to vendors during the study period.

Upon further review and discussions with the County, it was agreed that the list of awarded agreements would be used to develop the data collection plan for on-site data collection activities. These list of agreements were used as the primary source to ensure that the onsite data collection team reviewed contract files based on this list within the

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<sup>2</sup> Please refer to **Chapter 6.0, Private Sector Analysis**, for a detailed discussion of this data set.

study period in order to obtain subcontractor and bidder data. The financial expenditure data would be used to analyze payments made to vendors, which would be the primary data source for the prime contractor/consultant utilization analyses. Each electronic list provided the following data that we used for analysis:

- Name of firm awarded and/or paid.
- Award and/or payment amount of the transaction.
- Contract and/or payment post date of the award and/or payment.
- A description of the contract and/or payment from which the business category of the procurement could be derived.

Once collected and entered or transferred into the MGT database, the data were processed as follows:

- Exclusion of records not relevant to the study. Examples of procurement activity excluded from analysis include duplicate procurement records; contracts out of the time frame of the study; contracts awarded or payments made to nonprofits and government entities; and utility payments such as water, gas, and electricity.
- Identification of the county in which the vendor operated. To accomplish this, the zip code of the vendor was matched against an MGT zip code database of all United States counties.
- Identification of the prime contractor's business category.

MGT designed a data collection plan (based on the list of awarded agreements provided by the County) to collect contract from hard copy contract files and the County's verification reports, which are sent to prime contractors requesting subcontracting activity. The hard copy data was collected by MGT employees and firm area firm, Oppenheim Research. The data collection team were trained on the disparity study data collection techniques and County hard copy files in order to ensure accuracy. Once collected and transferred into the MGT database, the data were processed as follows:

- Exclusion of records not relevant to the study. Examples of procurement activity excluded from analysis include duplicate procurement records; contracts out of the time frame of the study; contracts awarded to nonprofits and government entities; and utility payments such as water, gas, and electricity.
- Identification of the county in which the vendor operated. To accomplish this, the ZIP code of the vendor was matched against an MGT ZIP code database of all United States counties.
- Identification of the prime contractor's business category.



### **Availability (Vendor) Data Collection**

Determining the availability of firms is a critical element in developing disparity analyses. Therefore, MGT analyzes the availability of firms at the prime and subcontractor level.

For the purposes of this study, MGT defines prime contractors as firms that (1) have performed prime contract work for the County; (2) have bid on awarded<sup>3</sup> prime contract work for the County in the past (within the study period); or (3) are construction, architecture and engineering, professional services, other services, or materials and supplies firms that were in the County's Banner system. These firms are considered to be available because they have either performed or indicated their willingness to perform prime contract work for the local Leon County market area. These firms are defined as available contractors because they have either performed work or have indicated their willingness to perform work for the County. MGT also used other availability measures, including U.S. Census data for comparison purposes, which will be referenced in **Appendix D**.

For the subcontractor availability, MGT defines subcontractor availability as firms that (1) are considered prime contractors and consultants; (2) firms that have been awarded a contract by prime contractor; and (3) firms that were proposed to be used by an unsuccessful prime contractor bidder on awarded prime contracts.

This process generated a listing of 13,886 entries; however, a number of the entries were names of nonprofit organizations, governmental agencies, and duplicate entries. As a result, our availability analyses were based on a pool of 8,452 firms. Approximately 6,652 entries (records) of the approximately 13,886 were excluded from the availability analyses. The most common reasons for exclusion were: duplicate records (i.e., unique vendors who appeared in multiple vendor databases provided by the County); no business category (i.e., vendors who were not utilized, a business type was not provided, or a business type could not be identified from their name); nonprofit agencies, associations, or councils; governmental agencies, including schools and universities; travel-related businesses, including hotels, car rental, and conference fees; real estate; and utilities, postage, and hospitals.

### **Data for Analysis**

The total number of expenditure records analyzed for the study period is shown below in **Exhibit 4-1**. The number of records for construction, architecture and engineering, professional services, other services, and materials supplies represents expenditure data.

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<sup>3</sup> In addition, based on subsequent discussions with cognizant County staff, the availability pool of firms for the business category of architecture and engineering includes the count of a firm that submitted a bid as a prime contractor and won the project. However, this contract ultimately was not awarded, thus not listed in the list of awarded agreements.

**EXHIBIT 4-1  
LEON COUNTY  
NUMBER OF ANALYZED RECORDS  
OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2008**

<b>Business Category</b>	<b># of Records</b>
Construction	3,059
Architecture & Engineering	1,278
Professional Services	3,209
Other Services	11,213
Materials and Supplies	16,940

Source: Expenditure activity compiled from the County's Banner financial data system.

As far as hard copy files, the data collection plan presented a total of 358 contracts to be reviewed and entered while on-site. A total of 654<sup>4</sup> contracts were reviewed and/or entered while on-site.

**4.1.4 Market Area Methodology**

In order to establish the appropriate geographic boundaries for the statistical analysis, market areas were determined for each of the business categories included in the study. First, the overall market area was determined and then the relevant market area was established.

**Overall Market Area**

A United States county is the geographical unit of measure selected for determining market area. The use of counties as geographical units is based on the following considerations:

- The courts have accepted counties as a standard geographical unit of analysis in conducting equal employment opportunity and disparity analysis.
- County boundaries are externally determined and thus free from any researcher bias that might result from any arbitrary determinations of geographical units of analysis.
- Census and other federal and state data are routinely collected and reported by county.

The counties that constituted the County's overall market area were determined by evaluating the total dollars expended by the County in each business category. The results were then summarized by county according to the location of each firm that provided goods or services to the County.

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<sup>4</sup> This increase in number includes the contracts for the housing and rehabilitation projects which were not listed as part of the list of agreements.

#### **4.1.5 Utilization Methodology**

The utilization analyses of construction, architecture and engineering, professional services, other services, and materials and supplies firms were based on information derived from County's financial system for activity occurring between October 1, 2004 and September 30, 2008. The analysis was based on firms located in the following: Leon County, Florida; Gadsden County, Florida; Wakulla County, Florida, and Jefferson County, Florida.

#### **4.1.6 Availability Methodology**

To evaluate disparate impact, if any, it is necessary to identify available M/WBEs in the local area for each business category. This determination, referred to as "availability," has been an issue in recent court cases. If the availability of minority- and woman-owned firms is overstated or understated, a distortion of the disparity determination will result. This distortion occurs because the quantitative measure of disparity is a direct ratio between utilization and availability.

Several methodologies may be used to determine availability, including analysis of vendor data and bidder data. The use of vendor data is preferable to bidder data because it considers firms that have expressed a readiness, willingness, and ability to provide goods and/or services to procuring entities, even when they have not been successful in doing so. Discriminatory barriers may, under certain circumstances, preclude such firms from submitting bids. For MGT's analysis, MGT used vendor data, as well as firms who bid on County projects in the past for the prime level availability analysis.

For the subcontractor availability, MGT defines subcontractor availability as firms that (1) are considered prime contractors and consultants; (2) firms that have been awarded a contract by prime contractor; and (3) firms that were proposed to be used by an unsuccessful prime contractor bidder.

As indicated previously in this chapter, MGT utilized various sources to determine prime and subcontractor availability in order to develop the appropriate availability data within the market area.

## **4.2 Construction**

This section presents MGT's analysis of the County's utilization in the construction business category, as well as the utilization and availability of firms.

### **4.2.1 Utilization Analysis**

For firms located in the Leon County market area, the following analysis was conducted:

- Utilization analysis of all M/WBE and non-M/WBE prime contractors' expenditures by year for the study period.

- Utilization analysis of the number of individual prime contractors paid those dollars, according to race/ethnicity/gender classifications.
- Utilization analysis of all identified M/WBE and non-M/WBE subcontractors' awards for the study period.

The utilization analysis of prime construction contractors in the County's market area is shown in **Exhibit 4-2**. M/WBEs were paid more than 16 percent (16.3%) of the total prime construction dollars expended by the County during the study period. The County paid \$73.86 million for construction services during the study period. Nonminority women-owned firms received \$9.5 million, accounting for 12.9 percent of the 16.3 percent paid to M/WBEs. Among M/WBEs, African American-owned firms were paid \$2.6 million, accounting for 3.5 percent of the 16.3 percent paid to M/WBEs. Firms owned by Hispanic Americans, Native Americans and Asian Americans were not utilized at the prime construction level, during the study period, thus not receiving any payments.

**EXHIBIT 4-2  
CONSTRUCTION  
UTILIZATION ANALYSIS OF PAYMENTS  
IN THE LEON COUNTY MARKET AREA  
DOLLARS AND PERCENTAGE OF TOTAL DOLLARS PAID  
BY RACE/ETHNICITY/GENDER CLASSIFICATIONS  
OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2008**

Calendar Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Unknown		Total Dollars Paid
	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$
2005	\$640,584.74	6.11%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$255,838.18	2.44%	\$896,422.92	8.55%	\$9,589,981.55	91.45%	\$0.00	0.00%	\$10,486,404.47
2006	\$638,580.17	1.80%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$3,944,142.43	11.13%	\$4,582,722.60	12.93%	\$30,846,862.43	87.07%	\$0.00	0.00%	\$35,429,585.03
2007	\$811,002.66	4.91%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$1,942,082.56	11.75%	\$2,753,085.22	16.66%	\$13,776,179.56	83.34%	\$0.00	0.00%	\$16,529,264.78
2008	\$463,039.50	4.06%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$3,357,186.47	29.40%	\$3,820,225.97	33.46%	\$7,598,684.80	66.54%	\$0.00	0.00%	\$11,418,910.77
<b>Total</b>	<b>\$2,553,207.07</b>	<b>3.46%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$9,499,249.64</b>	<b>12.86%</b>	<b>\$12,052,456.71</b>	<b>16.32%</b>	<b>\$61,811,708.34</b>	<b>83.68%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$73,864,165.05</b>

Source: MGT developed a vendor and expenditure database for the County covering the period from October 1, 2004 through September 30, 2008.

<sup>1</sup> Percentage of total dollars paid annually to prime contractors.

The utilization of firms in the prime construction business category has changed since the 2004 Disparity Study. In the previous study, which was based on contract awards, there was less than 2 percent (\$479,980) of the \$29.9 million awarded going to M/WBEs. The utilization of African American-owned firms has increased from 0.37 percent (\$110,385) to 3.5 percent (\$2.6 million). The utilization of nonminority women-owned firms has increased from 1.15 percent (\$344,350) to 12.9 percent (\$9.5 million).

**Exhibit 4-3** shows the number of prime construction firms utilized over the entire the study period. In **Exhibit 4-3**, MGT shows that 15 M/WBE firms (18.9%) were paid for construction projects at the prime contractor level. In comparison, 64 non-M/WBEs were paid during the same period.

**EXHIBIT 4-3  
CONSTRUCTION  
NUMBER OF INDIVIDUAL PRIME CONTRACTORS  
UTILIZED IN THE LEON COUNTY MARKET AREA  
BY RACE/ETHNICITY/GENDER CLASSIFICATIONS  
OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2008**

Calendar Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Unknown		Total Firms <sup>1</sup>
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#
2005	4	9.30%	0	0.00%	0	0.00%	0	0.00%	5	11.63%	9	20.93%	34	79.07%	0	0.00%	43
2006	4	9.76%	0	0.00%	0	0.00%	0	0.00%	4	9.76%	8	19.51%	33	80.49%	0	0.00%	41
2007	5	12.82%	0	0.00%	0	0.00%	0	0.00%	2	5.13%	7	17.95%	32	82.05%	0	0.00%	39
2008	4	10.26%	0	0.00%	0	0.00%	0	0.00%	3	7.69%	7	17.95%	32	82.05%	0	0.00%	39
Individual Firms over Four Years <sup>2</sup>	7	8.86%	0	0.00%	0	0.00%	0	0.00%	8	10.13%	15	18.99%	64	81.01%	0	0.00%	79

Source: MGT developed a vendor and expenditure database for the County covering the period from October 1, 2004 through September 30, 2008.

<sup>1</sup> Percentage of Total Firms.

<sup>2</sup> "Individual Firms" counts a firm only once for each year it receives work. Since a firm could be used in multiple years, the "Individual Firms" for the entire study period may not equal the sum of all years.

**Construction Subcontractor Analysis**

As stated previously, MGT attempted to collect subcontractor data from hard copy files and County verification reports data maintained by the County. It should be noted that the analysis would have been heavily weighted towards M/WBEs because those were the data most readily available.

Because the data are so heavily weighted towards M/WBE firms, we provide in **Exhibit 4-4** an analysis of subcontracting utilization based on an estimated subcontracting level. We had the distribution of the number of M/WBE subcontracts by race and gender, but needed to know construction subcontracts awarded to non-M/WBEs in order to establish a reasonable basis to determine the relative proportion of construction subcontract dollars to overall construction contracts.

Our experience has shown that subcontracting generally represents 20 to 30 percent of the prime construction contract amounts. Census data support the applicability of this rule of thumb for this project. The "2002 Census of Construction – Geographic Area Summary Findings" shows that the cost of construction work subcontracted out in the state of Florida was 25.1 percent. Assuming that the County's construction spending pattern is similar to the overall patterns in the state of Florida, we would conclude that subcontractors received at least 20 percent of the dollars associated with construction prime contracts and as much as 25.1 percent of prime level dollars.

Using the corresponding prime dollars for the four years for which M/WBE subcontracting data were available, we calculate the overall construction subcontract dollars to have been \$18.5 million (25 percent) in the market area (see **Exhibit 4-2**). Accordingly, **Exhibit 4-4** shows the estimated construction subcontracting utilization percentages under these assumptions.

Based on the analysis, non-M/WBE firms received 87 percent (\$16.1 million of \$18.5 million) of the construction subcontract dollars awarded during the study period. M/WBE firms received 12.9 percent, with African American-owned firms receiving 10.1 percent (\$1.9 million of \$18.5 million).

**EXHIBIT 4-4  
CONSTRUCTION  
UTILIZATION ANALYSIS OF SUBCONTRACTORS  
IN THE LEON COUNTY MARKET AREA  
DOLLARS AND PERCENTAGE OF TOTAL ESTIMATED DOLLARS  
BY RACE/ETHNICITY/GENDER CLASSIFICATIONS  
OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2008**

Year	Total Construction \$ <sup>1</sup>	Subcontract Dollars <sup>2</sup>	African American		Hispanic American		Asian American		Native American		Nonminority Women		Total M/WBE		Total Non-M/WBEs <sup>3</sup>		Total M/WBE	
			%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$
2005	\$10,486,404.47	\$ 2,621,601.12	41.86%	\$ 1,097,457.43	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	2.13%	\$55,963.24	44.00%	\$1,153,420.67	56.00%	\$1,468,180.45	44.00%	\$ 1,153,420.67
2006	\$35,429,585.03	\$ 8,857,396.26	3.39%	\$ 299,890.00	2.44%	\$216,200.00	0.00%	\$0.00	0.00%	\$250.00	0.42%	\$36,998.00	6.25%	\$553,338.00	93.75%	\$8,304,058.26	6.25%	\$ 553,338.00
2007	\$16,529,264.78	\$ 4,132,316.20	9.00%	\$ 372,076.00	0.43%	\$17,579.70	0.00%	\$0.00	0.23%	\$9,542.00	2.35%	\$97,260.00	12.01%	\$496,457.70	87.99%	\$3,635,858.50	12.01%	\$ 496,457.70
2008	\$11,418,910.77	\$ 2,854,727.69	3.48%	\$ 99,416.65	2.41%	\$68,800.00	0.00%	\$0.00	0.00%	\$0.00	0.82%	\$23,540.00	6.72%	\$191,756.65	93.28%	\$2,662,971.04	6.72%	\$ 191,756.65
<b>Total</b>	<b>\$ 73,864,165.05</b>	<b>\$ 18,466,041.26</b>	<b>10.12%</b>	<b>\$ 1,868,840.08</b>	<b>1.64%</b>	<b>\$302,579.70</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>0.05%</b>	<b>\$9,792.00</b>	<b>1.16%</b>	<b>\$213,761.24</b>	<b>12.97%</b>	<b>\$2,394,973.02</b>	<b>87.03%</b>	<b>\$16,071,068.24</b>	<b>12.97%</b>	<b>\$ 2,394,973.02</b>

Source: MGT developed a vendor and expenditure database for the County covering the period from October 1, 2004 through September 30, 2008.

<sup>1</sup> Actual dollar amounts based on expenditure amounts to prime contractors.

<sup>2</sup> Percentage of the total estimated subcontractor dollars awarded.

<sup>3</sup> Calculated as estimated subcontract dollars less M/WBE subcontract dollars.

#### **4.2.2 Availability**

The availability of construction firms was derived from the list of overall firms included in MGT's database. However, the availability analysis is based only on firms located within the Leon County market area. As shown in **Exhibit 4-5**, M/WBEs accounted for more than 16 percent of prime construction contractors available to do business with the County at the prime construction level. Among M/WBEs, African American-owned firms were the largest group, accounting for 9.7 percent of the total construction contractors.

**EXHIBIT 4-5  
CONSTRUCTION  
AVAILABILITY OF PRIME CONTRACTORS  
BY RACE/ETHNICITY/GENDER CLASSIFICATIONS**

	African Americans <sup>1</sup>		Hispanic Americans <sup>1</sup>		Asian Americans <sup>1</sup>		Native Americans <sup>1</sup>		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Unknown		Total Firms
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	
Total	18	9.73%	0	0.00%	1	0.54%	0	0.00%	12	6.49%	31	16.76%	154	83.24%	0	0.00%	185

Source: MGT developed a vendor and expenditure database for the County covering the period from October 1, 2004 through September 30, 2008.

<sup>1</sup> Minority male and female firms are included in their respective minority classifications.

**Exhibit 4-6** displays availability percentages for subcontractors. M/WBEs accounted for 32.3 percent of construction subcontractors available to do business. Among M/WBEs, African American-owned firms were the largest group, accounting for 18.8 percent of the total M/WBE construction contractors. The data for subcontractors was based on readily available data collected from hard copy files, which included firms who were awarded work at a subcontractor level, as well as firms who were proposed to be utilized by a prime contractor. For M/WBE subcontractor availability, by individual race/ethnicity/gender classifications, African American firms represented 18.75 percent, Hispanic American firms 1.56 percent; Asian American firms 0.52 percent, Native American firms 0.69 percent, and nonminority women firms 10.76 percent.

**EXHIBIT 4-6  
CONSTRUCTION  
AVAILABILITY OF SUBCONTRACTORS  
BY RACE/ETHNICITY/GENDER CLASSIFICATIONS  
OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2008**

	African Americans <sup>1</sup>		Hispanic Americans <sup>1</sup>		Asian Americans <sup>1</sup>		Native Americans <sup>1</sup>		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Total Firms	
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%
Total	108	18.75%	9	1.56%	3	0.52%	4	0.69%	62	10.76%	186	32.29%	390	67.71%	576	

Source: MGT developed a vendor and expenditure database for the County covering the period from October 1, 2004 through September 30, 2008.

<sup>1</sup> Minority male and female firms are included in their respective minority classifications.

### **4.3 Architecture and Engineering**

This section presents MGT's analysis for the architecture and engineering business category. This analysis is based on County payments to firms providing architectural and engineering services. In this section, MGT shows the results of the utilization and availability analysis of M/WBEs and non-M/WBEs as architecture and engineering consultants, within the County market area.



**4.3.1 Utilization Analysis**

**Exhibit 4-7** presents the utilization analysis of architecture and engineering prime consultants in the County's market area and shows that M/WBEs received over \$1.1 million (14.6%) of the architecture and engineering payment dollars. Non-M/WBEs accounted for more than \$6.1 million of the architecture and engineering dollars expended by the County over the study period, receiving 85.4 percent of the dollars.

**EXHIBIT 4-7  
ARCHITECTURE AND ENGINEERING  
UTILIZATION ANALYSIS OF PAYMENTS  
IN THE LEON COUNTY MARKET AREA  
DOLLARS AND PERCENTAGE OF TOTAL DOLLARS PAID  
BY RACE/ETHNICITY/GENDER CLASSIFICATIONS  
OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2008**

Calendar Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Unknown		Total Dollars Paid
	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$
2005	\$82,183.00	5.67%	\$0.00	0.00%	\$56,035.00	3.87%	\$0.00	0.00%	\$8,649.30	0.60%	\$146,867.30	10.14%	\$1,301,953.15	89.86%	\$0.00	0.00%	\$1,448,820.45
2006	\$117,864.97	6.36%	\$0.00	0.00%	\$64,867.50	3.50%	\$0.00	0.00%	\$50,872.02	2.74%	\$233,604.49	12.60%	\$1,619,850.93	87.40%	\$0.00	0.00%	\$1,853,455.42
2007	\$206,002.65	8.15%	\$0.00	0.00%	\$62,249.00	2.46%	\$0.00	0.00%	\$133,750.14	5.29%	\$402,001.79	15.91%	\$2,124,160.92	84.09%	\$0.00	0.00%	\$2,526,162.71
2008	\$131,213.11	9.58%	\$0.00	0.00%	\$13,157.50	0.96%	\$0.00	0.00%	\$126,841.52	9.26%	\$271,212.13	19.80%	\$1,098,551.33	80.20%	\$0.00	0.00%	\$1,369,763.46
<b>Total</b>	<b>\$537,263.73</b>	<b>7.46%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$196,309.00</b>	<b>2.73%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$320,112.98</b>	<b>4.45%</b>	<b>\$1,053,685.71</b>	<b>14.64%</b>	<b>\$6,144,516.33</b>	<b>85.36%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$7,198,202.04</b>

Source: MGT developed a vendor and expenditure database for the County covering the period from October 1, 2004 through September 30, 2008.

<sup>1</sup> Percentage of total dollars paid annually to prime consultants.

**Exhibit 4-8** shows the number of prime architecture and engineering firms utilized over the entire the study period. In **Exhibit 4-8**, MGT shows that 12 M/WBE firms (38.7%) were paid for architecture and engineering services at the prime consultant level. In comparison, 19 non-M/WBEs were paid during the same period.

**EXHIBIT 4-8**  
**ARCHITECTURE AND ENGINEERING**  
**NUMBER OF INDIVIDUAL PRIME CONSULTANTS**  
**UTILIZED IN THE LEON COUNTY MARKET AREA**  
**BY RACE/ETHNICITY/GENDER CLASSIFICATIONS**  
**OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2008**

Calendar Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Unknown		Total Firms <sup>1</sup>
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#
2005	2	9.52%	0	0.00%	2	9.52%	0	0.00%	3	14.29%	7	33.33%	14	66.67%	0	0.00%	21
2006	3	12.50%	0	0.00%	2	8.33%	0	0.00%	4	16.67%	9	37.50%	15	62.50%	0	0.00%	24
2007	4	15.38%	0	0.00%	2	7.69%	0	0.00%	4	15.38%	10	38.46%	16	61.54%	0	0.00%	26
2008	3	13.64%	0	0.00%	2	9.09%	0	0.00%	5	22.73%	10	45.45%	12	54.55%	0	0.00%	22
Individual Firms over Four Years <sup>2</sup>	4	12.90%	0	0.00%	2	6.45%	0	0.00%	6	19.35%	12	38.71%	19	61.29%	0	0.00%	31

Source: MGT developed a vendor and expenditure database for the County covering the period from October 1, 2004 through September 30, 2008.

<sup>1</sup> Percentage of Total Firms.

<sup>2</sup> "Individual Firms" counts a firm only once for each year it receives work. Since a firm could be used in multiple years, the "Individual Firms" for the entire study period may not equal the sum of all years.

The comparison of utilization of firms in the prime architecture and engineering business category was not conducted since this service was previously categorized in professional services.

#### **4.3.2 Availability**

The availability of architecture and engineering firms was derived from the list of overall firms included in MGT's database. As shown in **Exhibit 4-9**, M/WBEs accounted for more than 30 percent of architecture and engineering firms available to do business with the County at the prime level. Among M/WBEs, nonminority women-owned firms were the largest group, accounting for 17.2 percent of the total M/WBE architecture and engineering firms.

**EXHIBIT 4-9**  
**ARCHITECTURE AND ENGINEERING**  
**AVAILABILITY OF PRIME CONSULTANTS**  
**BY RACE/ETHNICITY/GENDER CLASSIFICATIONS**

	African Americans <sup>1</sup>		Hispanic Americans <sup>1</sup>		Asian Americans <sup>1</sup>		Native Americans <sup>1</sup>		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Unknown		Total Firms
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	
Total	4	8.51%	1	2.13%	2	4.26%	0	0.00%	8	17.02%	15	31.91%	32	68.09%	0	0.00%	47

Source: MGT developed a vendor and expenditure database for the County covering the period from October 1, 2004 through September 30, 2008.

<sup>1</sup> Minority male and female firms are included in their respective minority classifications.

#### **4.4 Professional Services**

This section presents MGT's analysis for the professional services business category. This analysis is based on County payments to firms providing professional services. In this section, MGT shows the results of the utilization and availability analysis of M/WBEs and non-M/WBEs as professional services prime consultants, within the County market area.

##### **4.4.1 Utilization Analysis**

**Exhibit 4-10** presents the utilization analysis of professional services prime consultants in the County's market area and shows that M/WBEs received over \$719,300 (16.1%) of the professional services payment dollars. Non-M/WBEs accounted for more than \$3.7 million of the professional services dollars expended by the County over the study period, receiving 83.9 percent of the dollars.

**EXHIBIT 4-10  
PROFESSIONAL SERVICES  
UTILIZATION ANALYSIS OF PAYMENTS  
IN THE LEON COUNTY MARKET AREA  
DOLLARS AND PERCENTAGE OF TOTAL DOLLARS PAID  
BY RACE/ETHNICITY/GENDER CLASSIFICATIONS  
OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2008**

Calendar Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Unknown		Total Dollars
	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$
2005	\$44,172.11	3.06%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$220,646.61	15.30%	\$264,818.72	18.36%	\$1,177,461.95	81.64%	\$0.00	0.00%	\$1,442,280.67
2006	\$55,888.25	4.91%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$203,911.61	17.92%	\$259,799.86	22.83%	\$878,396.89	77.17%	\$0.00	0.00%	\$1,138,196.75
2007	\$52,857.25	5.09%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$109,314.42	10.53%	\$162,171.67	15.62%	\$875,764.85	84.38%	\$0.00	0.00%	\$1,037,936.52
2008	\$28,512.00	3.30%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$4,075.00	0.47%	\$32,587.00	3.77%	\$831,526.33	96.23%	\$0.00	0.00%	\$864,113.33
Total	\$181,429.61	4.05%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$537,947.64	12.00%	\$719,377.25	16.05%	\$3,763,150.02	83.95%	\$0.00	0.00%	\$4,482,527.27

Source: MGT developed a vendor and expenditure database for the County covering the period from October 1, 2004 through September 30, 2008.

<sup>1</sup> Percentage of total dollars paid annually to prime consultants.

**Exhibit 4-11** shows the number of prime professional services firms utilized over the entire the study period. In **Exhibit 4-11**, MGT shows that 22 M/WBE firms (32.4%) were paid for professional services at the prime consultant level. In comparison, 46 non-M/WBEs were paid during the same period.

**EXHIBIT 4-11**  
**PROFESSIONAL SERVICES**  
**NUMBER OF INDIVIDUAL PRIME CONSULTANTS**  
**UTILIZED IN THE LEON COUNTY MARKET AREA**  
**BY RACE/ETHNICITY/GENDER CLASSIFICATIONS**  
**OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2008**

Calendar Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Unknown		Total Firms <sup>1</sup>
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#
2005	4	9.30%	0	0.00%	0	0.00%	0	0.00%	10	23.26%	14	32.56%	29	67.44%	0	0.00%	43
2006	2	5.88%	0	0.00%	0	0.00%	0	0.00%	8	23.53%	10	29.41%	24	70.59%	0	0.00%	34
2007	2	6.25%	0	0.00%	0	0.00%	0	0.00%	7	21.88%	9	28.13%	23	71.88%	0	0.00%	32
2008	1	4.17%	0	0.00%	0	0.00%	0	0.00%	5	20.83%	6	25.00%	18	75.00%	0	0.00%	24
Individual Firms over Four Years <sup>2</sup>	5	7.35%	0	0.00%	0	0.00%	0	0.00%	17	25.00%	22	32.35%	46	67.65%	0	0.00%	68

Source: MGT developed a vendor and expenditure database for the County covering the period from October 1, 2004 through September 30, 2008.

<sup>1</sup> Percentage of Total Firms.

<sup>2</sup> "Individual Firms" counts a firm only once for each year it receives work. Since a firm could be used in multiple years, the "Individual Firms" for the entire study period may not equal the sum of all years.

The comparison of utilization of firms in the prime professional services business category was not conducted since architecture and engineering services was previously categorized in professional services.

#### **4.4.2 Availability**

The availability of professional services firms was derived from the list of overall firms included in MGT's database. However, the availability analysis is based only on firms located within the Leon County market area. As shown in **Exhibit 4-12**, M/WBEs accounted for more than 27 percent of professional services firms available to do business with the County at the prime level. Among M/WBEs, nonminority women-owned firms were the largest group, accounting for 18.2 percent of the total M/WBEs.

**EXHIBIT 4-12**  
**PROFESSIONAL SERVICES**  
**AVAILABILITY OF PRIME CONSULTANTS**  
**BY RACE/ETHNICITY/GENDER CLASSIFICATIONS**

	African Americans <sup>1</sup>		Hispanic Americans <sup>1</sup>		Asian Americans <sup>1</sup>		Native Americans <sup>1</sup>		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Unknown		Total Firms
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	
Total	8	8.08%	1	1.01%	0	0.00%	0	0.00%	18	18.18%	27	27.27%	72	72.73%	0	0.00%	99

Source: MGT developed a vendor and expenditure database for the County covering the period from October 1, 2004 through September 30, 2008.

<sup>1</sup> Minority male and female firms are included in their respective minority classifications.

#### **4.5 Other Services**

This section presents MGT's analysis for the other services business category. This analysis is based on County payments to firms providing other services. In this section, MGT shows the results of the utilization and availability analysis of M/WBEs and non-M/WBEs as other services firms, within the County market area.

##### **4.5.1 Utilization Analysis**

**Exhibit 4-13** presents the utilization analysis of other services firms, in the County's market area and shows that M/WBEs received over \$3.4 million (53.8%) of the other services payment dollars. Non-M/WBEs accounted for more than \$2.9 million of the other services dollars expended by the County over the study period, receiving 46.4 percent of the dollars.

**EXHIBIT 4-13  
OTHER SERVICES  
UTILIZATION ANALYSIS OF PAYMENTS  
IN THE LEON COUNTY MARKET AREA  
DOLLARS AND PERCENTAGE OF TOTAL DOLLARS PAID  
BY RACE/ETHNICITY/GENDER CLASSIFICATIONS  
OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2008**

Calendar Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Unknown		Total Dollars Paid
	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$
2005	\$208,003.57	14.46%	\$25,871.76	1.80%	\$420.00	0.03%	\$3,696.37	0.26%	\$379,951.03	26.41%	\$617,942.73	42.96%	\$820,575.79	57.04%	\$0.00	0.00%	\$1,438,518.52
2006	\$234,253.76	14.04%	\$33,739.90	2.02%	\$1,345.80	0.08%	\$0.00	0.00%	\$652,018.22	39.09%	\$921,357.68	55.24%	\$746,620.92	44.76%	\$0.00	0.00%	\$1,667,978.60
2007	\$256,595.23	15.29%	\$48,199.94	2.87%	\$435.00	0.03%	\$0.00	0.00%	\$653,888.27	38.95%	\$959,118.44	57.14%	\$719,526.61	42.86%	\$0.00	0.00%	\$1,678,645.05
2008	\$118,763.45	7.53%	\$211,276.72	13.40%	\$1,471.00	0.09%	\$0.00	0.00%	\$578,024.31	36.66%	\$909,535.48	57.69%	\$667,098.26	42.31%	\$0.00	0.00%	\$1,576,633.74
<b>Total</b>	<b>\$817,616.01</b>	<b>12.85%</b>	<b>\$319,088.32</b>	<b>5.02%</b>	<b>\$3,671.80</b>	<b>0.06%</b>	<b>\$3,696.37</b>	<b>0.06%</b>	<b>\$2,263,881.83</b>	<b>35.59%</b>	<b>\$3,407,954.33</b>	<b>53.57%</b>	<b>\$2,953,821.58</b>	<b>46.43%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$6,361,775.91</b>

Source: MGT developed a vendor and expenditure database for the County covering the period from October 1, 2004 through September 30, 2008.

<sup>1</sup> Percentage of total dollars paid annually to prime consultants.

**Exhibit 4-14** shows the number of other services firms utilized over the entire the study period. In **Exhibit 4-14**, MGT shows that 56 M/WBE firms (26.4%) were paid for other services by the County. In comparison, 156 non-M/WBEs were paid during the same period.

**EXHIBIT 4-14  
OTHER SERVICES  
NUMBER OF INDIVIDUAL FIRMS  
UTILIZED IN THE LEON COUNTY MARKET AREA  
BY RACE/ETHNICITY/GENDER CLASSIFICATIONS  
OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2008**

Calendar Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Unknown		Total Firms <sup>1</sup>
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#
2005	16	14.68%	3	2.75%	1	0.92%	1	0.92%	12	11.01%	33	30.28%	76	69.72%	0	0.00%	109
2006	18	16.07%	2	1.79%	1	0.89%	0	0.00%	14	12.50%	35	31.25%	77	68.75%	0	0.00%	112
2007	15	14.42%	2	1.92%	1	0.96%	0	0.00%	16	15.38%	34	32.69%	70	67.31%	0	0.00%	104
2008	12	13.33%	2	2.22%	1	1.11%	0	0.00%	11	12.22%	26	28.89%	64	71.11%	0	0.00%	90
Individual Firms over Four Years <sup>2</sup>	27	12.74%	3	1.42%	1	0.47%	1	0.47%	24	11.32%	56	26.42%	156	73.58%	0	0.00%	212

Source: MGT developed a vendor and expenditure database for the County covering the period from October 1, 2004 through September 30, 2008.

<sup>1</sup> Percentage of Total Firms.

<sup>2</sup> "Individual Firms" counts a firm only once for each year it receives work. Since a firm could be used in multiple years, the "Individual Firms" for the entire study period may not equal the sum of all years.

The utilization of firms in the other services business category has changed since the 2004 Disparity Study. In the previous study, which was based on purchase order awards, there was less than 30 percent (\$3.3 million) of the \$11.1 million awarded going to M/WBEs. As far as percentages, the utilization of M/WBE firms has increased from 30 percent to 53.6 percent. As far as percentages and dollars, the utilization of nonminority women-owned firms has increased from 11.8 percent (\$1.3 million) to 35.6 percent (\$2.3 million).

#### **4.5.2 Availability**

The availability of other services firms was derived from the list of overall firms included in MGT's database. However, the availability analysis is based only on firms located within the Leon County market area. As shown in **Exhibit 4-15**, M/WBEs accounted for more than 24 percent of other services firms available to do business with the County at the prime level. Among M/WBEs, African American-owned firms were the largest group, accounting for 11.6 percent of the total firms.



**EXHIBIT 4-15  
OTHER SERVICES  
AVAILABILITY OF FIRMS  
BY RACE/ETHNICITY/GENDER CLASSIFICATIONS**

	African Americans <sup>1</sup>		Hispanic Americans <sup>1</sup>		Asian Americans <sup>1</sup>		Native Americans <sup>1</sup>		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Unknown		Total Firms
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	
Total	30	11.63%	3	1.16%	1	0.39%	1	0.39%	27	10.47%	62	24.03%	181	70.16%	15	5.81%	258

Source: MGT developed a vendor and expenditure database for the County covering the period from October 1, 2004 through September 30, 2008.

<sup>1</sup> Minority male and female firms are included in their respective minority classifications.

#### **4.6 Materials and Supplies**

This section presents MGT's analysis for the materials and supplies business category. This analysis is based on County payments to firms providing other services. In this section, MGT shows the results of the utilization and availability analysis of M/WBEs and non-M/WBEs as materials and supplies firms, within the County market area.

##### **4.6.1 Utilization Analysis**

**Exhibit 4-16** presents the utilization analysis of materials and supplies firms, in the County's market area and shows that M/WBEs received over \$1.6 million (13.8%) of the materials and supplies payment dollars. Non-M/WBEs accounted for more than \$10 million of the materials and supplies dollars expended by the County over the study period, receiving 86.2 percent of the dollars.

**EXHIBIT 4-16**  
**MATERIALS AND SUPPLIES**  
**UTILIZATION ANALYSIS OF PAYMENTS**  
**IN THE LEON COUNTY MARKET AREA**  
**DOLLARS AND PERCENTAGE OF TOTAL DOLLARS PAID**  
**BY RACE/ETHNICITY/GENDER CLASSIFICATIONS**  
**OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2008**

Calendar Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Unknown		Total Dollars Paid
	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	
2005	\$73,865.75	3.42%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$410,216.65	18.98%	\$484,082.40	22.40%	\$1,676,722.18	77.60%	\$0.00	0.00%	\$2,160,804.58
2006	\$17,710.00	0.49%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$435,346.85	11.94%	\$453,056.85	12.42%	\$3,194,080.90	87.58%	\$0.00	0.00%	\$3,647,137.75
2007	\$4,100.00	0.16%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$339,654.85	13.66%	\$343,754.85	13.83%	\$2,142,570.53	86.17%	\$0.00	0.00%	\$2,486,325.38
2008	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$324,213.93	9.73%	\$324,213.93	9.73%	\$3,006,335.46	90.27%	\$0.00	0.00%	\$3,330,549.39
<b>Total</b>	<b>\$95,675.75</b>	<b>0.82%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$1,509,432.28</b>	<b>12.98%</b>	<b>\$1,605,108.03</b>	<b>13.81%</b>	<b>\$10,019,709.07</b>	<b>86.19%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$11,624,817.10</b>

Source: MGT developed a vendor and expenditure database for the County covering the period from October 1, 2004 through September 30, 2008.

<sup>1</sup> Percentage of total dollars paid annually to prime consultants.

**Exhibit 4-17** shows the number of materials and supplies firms utilized over the entire the study period. In **Exhibit 4-17**, MGT shows that 20 M/WBE firms (11.3%) were paid for materials and supplies by the County. In comparison, 157 non-M/WBEs were paid during the same period.

**EXHIBIT 4-17**  
**MATERIALS AND SUPPLIES**  
**NUMBER OF INDIVIDUAL FIRMS**  
**UTILIZED IN THE LEON COUNTY MARKET AREA**  
**BY RACE/ETHNICITY/GENDER CLASSIFICATIONS**  
**OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2008**

Calendar Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Unknown		Total Firms <sup>1</sup>
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	
2005	3	2.54%	0	0.00%	0	0.00%	0	0.00%	13	11.02%	16	13.56%	102	86.44%	0	0.00%	118
2006	1	0.88%	0	0.00%	0	0.00%	0	0.00%	8	7.02%	9	7.89%	105	92.11%	0	0.00%	114
2007	2	1.89%	0	0.00%	0	0.00%	0	0.00%	8	7.55%	10	9.43%	96	90.57%	0	0.00%	106
2008	0	0.00%	0	0.00%	0	0.00%	0	0.00%	8	8.42%	8	8.42%	87	91.58%	0	0.00%	95
Individual Firms over Four Years <sup>2</sup>	5	2.82%	0	0.00%	0	0.00%	0	0.00%	15	8.47%	20	11.30%	157	88.70%	0	0.00%	177

Source: MGT developed a vendor and expenditure database for the County covering the period from October 1, 2004 through September 30, 2008.

<sup>1</sup> Percentage of Total Firms.

<sup>2</sup> "Individual Firms" counts a firm only once for each year it receives work. Since a firm could be used in multiple years, the "Individual Firms" for the entire study period may not equal the sum of all years.

The utilization of firms in the materials and supplies business category has changed since the 2004 Disparity Study. In the previous study, which was based on purchase order awards, there was slightly more than 16 percent (\$2.7 million) of the \$17.1 million awarded going to M/WBEs. As far as percentages, the utilization of M/WBE firms has decreased from 16 percent to 13.8 percent.

#### **4.6.2 Availability**

The availability of materials and supplies firms was derived from the list of overall firms included in MGT's database. However, the availability analysis is based only on firms located within the Leon County market area. As shown in **Exhibit 4-18**, M/WBEs accounted for slightly more than 10 percent of materials and supplies firms available to do business with the County at the prime level. Among M/WBEs, nonminority women-owned firms were the largest group, accounting for 8 percent of the total firms.

**EXHIBIT 4-18**  
**MATERIALS AND SUPPLIES**  
**AVAILABILITY OF FIRMS**  
**BY RACE/ETHNICITY/GENDER CLASSIFICATIONS**

	African Americans <sup>1</sup>		Hispanic Americans <sup>1</sup>		Asian Americans <sup>1</sup>		Native Americans <sup>1</sup>		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Unknown		Total Firms
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	
Total	4	1.45%	1	0.36%	1	0.36%	0	0.00%	22	8.00%	28	10.18%	247	89.82%	0	0.00%	275

Source: MGT developed a vendor and expenditure database for the County covering the period from October 1, 2004 through September 30, 2008.

<sup>1</sup> Minority male and female firms are included in their respective minority classifications.

#### **4.7 Summary**

**Exhibit 4-19** summarizes the analysis results presented in this chapter. The utilization and availability data presented in these exhibits are further analyzed in **Chapter 5.0** of this report.

**EXHIBIT 4-19**  
**SUMMARY OF M/WBE UTILIZATION**  
**BY BUSINESS CATEGORY**

Business Category	African American	Hispanic American	Asian American	Native American	Nonminority Women	Total M/WBE
<b>Construction Prime Contractors</b>						
Utilization Dollars	\$2,553,207	\$0	\$0	\$0	\$9,499,250	\$12,052,457
Utilization Percent	3.46%	0.00%	0.00%	0.00%	12.86%	16.32%
Availability Percent	9.73%	0.00%	0.54%	0.00%	6.49%	16.76%
<b>Construction Subcontractors (Overall Subcontractor Level)</b>						
Utilization Dollars	\$0	\$0	\$0	\$0	\$0	\$0
Utilization Percent	66.64%	10.79%	0.00%	0.35%	7.62%	85.40%
Availability Percent	18.75%	1.56%	0.52%	0.69%	10.76%	32.29%
<b>Architecture and Engineering Prime Consultants</b>						
Utilization Dollars	\$537,264	\$0	\$196,309	\$0	\$320,113	\$1,053,686
Utilization Percent	7.46%	0.00%	2.73%	0.00%	4.45%	14.64%
Availability Percent	8.51%	2.13%	4.26%	0.00%	17.02%	31.91%
<b>Professional Services Prime Consultants</b>						
Utilization Dollars	\$181,430	\$0	\$0	\$0	\$537,948	\$719,377
Utilization Percent	4.05%	0.00%	0.00%	0.00%	12.00%	16.05%
Availability Percent	8.08%	1.01%	0.00%	0.00%	18.18%	27.27%
<b>Other Services Firms</b>						
Utilization Dollars	\$817,616	\$319,088	\$3,672	\$3,696	\$2,263,882	\$3,407,954
Utilization Percent	12.85%	5.02%	0.06%	0.06%	35.59%	53.57%
Availability Percent	11.63%	1.16%	0.39%	0.39%	10.47%	24.03%
<b>Materials and Supplies Vendors</b>						
Utilization Dollars	\$95,676	\$0	\$0	\$0	\$1,509,432	\$1,605,108
Utilization Percent	0.82%	0.00%	0.00%	0.00%	12.98%	13.81%
Availability Percent	1.45%	0.36%	0.36%	0.00%	8.00%	10.18%

Source: Results from Chapter 4.0 Analysis of Utilization and Availability Results

## **5.0 *DISPARITY ANALYSIS***

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## 5.0 DISPARITY ANALYSIS

This chapter examines the issue of disparity within each business category of procurement. Disparity, in this context, is the analysis of the differences between the utilization of minority- and women-owned business enterprises (M/WBEs) and the availability of those firms. Accordingly, MGT of America, Inc. (MGT), used disparity indices to examine whether M/WBEs received a proportional share of dollars based on the availability of M/WBEs in the relevant market area.

This chapter consists of the following sections:

- **Section 5.1** describes the methodology used by MGT to test for the presence or absence of disparity in each of the business categories.
- **Section 5.2** applies the disparity indices to the business categories and determines the presence or absence of disparity in the County's procurement activity.
- **Section 5.3** summarizes the chapter and presents our conclusions

### 5.1 Methodology

MGT used the availability and utilization information presented in **Chapter 4.0** of this report as the basis to determine if M/WBEs received a proportional share of payments by the Board of County Commissioners of Leon County (County). This determination is made primarily through the disparity index calculation which compares the availability of firms with the utilization of those firms. The disparity index also provides a value that can be given a commonly accepted substantive interpretation.

The underlying assumption of this approach is that, absent discrimination, the proportion of dollars received by a particular M/WBE group should approximate that group's proportion of the relevant population of vendors. To determine if disparity exists M/WBEs and non-M/WBEs within a specific business category, MGT compared the utilization of each group to its respective availability within each of the relevant market areas.

#### 5.1.1 Disparity Index

MGT pioneered the use of disparity indices as a means of quantifying the disparity in utilization relative to availability. The use of a disparity index for such calculations is supported by several post-*Croson* cases, most notably *Contractors Association of Eastern Pennsylvania v. City of Philadelphia*.<sup>1</sup> Although a variety of similar indices could be utilized, MGT's standard for choosing its particular index methodology is that it must yield a value that is easily calculable, understandable in its interpretation, and universally comparable such that a disparity in utilization within M/WBE categories can be assessed with reference to the utilization of non-M/WBEs.

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<sup>1</sup> *Contractors Association of Eastern Pennsylvania, Inc. v. City of Philadelphia*, 91 F 3d at 603.

For this study, the ratio of the percentage of utilization<sup>2</sup> to the percentage of availability multiplied by 100 serves as the measure of choice, as shown in the formula:

$$(1) \text{ Disparity Index} = \frac{\%Um_1p_1}{\%Am_1p_1} \times 100$$

Where:  $Um_1p_1$  = utilization of M/S/WBE<sub>1</sub> for procurement<sub>1</sub>  
 $Am_1p_1$  = availability of M/S/WBE<sub>1</sub> for procurement<sub>1</sub>

Due to the mathematical properties involved in the calculations, a disparity index value of 0.00 for a given race, ethnicity or gender category of firm indicates absolutely no utilization and, therefore, absolute disparity. An index of 100 indicates that vendor utilization is perfectly proportionate to availability for a particular group in a given business category, indicating the absence of disparity—that is, the proportion of utilization relative to availability one would expect, all things being equal. In general, firms within a business category are considered underutilized if the disparity indices are less than 100, and overutilized if the indices are above 100.

Since there is no standardized measurement to evaluate the levels of underutilization or overutilization within a procurement context, MGT has appropriated the Equal Opportunity Commission's (EEOC) "80 percent rule" in *Uniform Guidelines on Employee Selection Procedures*. In context of employment discrimination, an employment disparity ratio below 80 indicates a "substantial disparity" in employment. The Supreme Court has accepted the use of the 80 percent rule in *Connecticut v. Teal* (*Teal*), 457 U.S. 440 (1982), and in *Teal* and other affirmative action cases, the terms "adverse impact," "disparate impact," and "discriminatory impact" are used interchangeably to characterize values of 80 and below.

## **5.2 Disparity Indices Results**

Tables showing disparity indices for construction, architecture and engineering, professional services, other services, and goods and supplies are analyzed in this section. As mentioned before, the tables are based on the utilization and availability of M/WBEs and non-M/WBEs in the Leon County relevant market area<sup>3</sup> as shown in **Chapter 4.0**.

### **5.2.1 Construction**

#### **Disparity Analysis of Construction Firms**

**Exhibit 5-1** shows the disparity indices for prime construction payments based on the County's expenditure data. As can be seen, during the four-year study period for the County, non-M/WBEs firms were overutilized with a disparity index of 100.53. Based on all years, WBEs were overutilized with a disparity index of 198.26. African American- and Asian American-owned firms were substantially underutilized with a disparity index of 35.53 and 0.00, respectively. Firms owned by Hispanic Americans, Native Americans,

<sup>2</sup> Percentage of utilization is based on expenditure dollars and the percentage of availability is based on the number of firms.

<sup>3</sup> The Leon County relevant market area includes the following counties: Leon County, Florida; Gadsden County, Florida; Jefferson County, Florida, and Wakulla County, Florida.



and Asian Americans were not utilized on the prime contractor level during the four-year study period.

**EXHIBIT 5-1  
DISPARITY ANALYSIS OF CONSTRUCTION FIRMS  
ON THE PRIME CONTRACTOR LEVEL  
IN THE LEON COUNTY MARKET AREA  
BY BUSINESS OWNER CLASSIFICATIONS  
OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2008**

<b>Business Owner Classification</b>	<b>% of Dollars<sup>1</sup></b>	<b>% of Available Firms<sup>2</sup></b>	<b>Disparity Index<sup>3</sup></b>	<b>Disparate Impact of Utilization</b>
<b>2005</b>				
African Americans	6.11%	9.73%	62.78	* Underutilization
Hispanic Americans	0.00%	0.00%	N/A	N/A
Asian Americans	0.00%	0.54%	0.00	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	2.44%	6.49%	37.61	* Underutilization
Non-MWBE Firms	91.45%	83.24%	109.86	Overutilization
<b>2006</b>				
African Americans	1.80%	9.73%	18.52	* Underutilization
Hispanic Americans	0.00%	0.00%	N/A	N/A
Asian Americans	0.00%	0.54%	0.00	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	11.13%	6.49%	171.62	Overutilization
Non-MWBE Firms	87.07%	83.24%	104.59	Overutilization
<b>2007</b>				
African Americans	4.91%	9.73%	50.43	* Underutilization
Hispanic Americans	0.00%	0.00%	N/A	N/A
Asian Americans	0.00%	0.54%	0.00	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	11.75%	6.49%	181.14	Overutilization
Non-MWBE Firms	83.34%	83.24%	100.12	Overutilization
<b>2008</b>				
African Americans	4.06%	9.73%	41.68	* Underutilization
Hispanic Americans	0.00%	0.00%	N/A	N/A
Asian Americans	0.00%	0.54%	0.00	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	29.40%	6.49%	453.25	Overutilization
Non-MWBE Firms	66.54%	83.24%	79.94	* Underutilization
<b>All Years</b>				
African Americans	3.46%	9.73%	35.53	* Underutilization
Hispanic Americans	0.00%	0.00%	N/A	N/A
Asian Americans	0.00%	0.54%	0.00	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	12.86%	6.49%	198.26	Overutilization
Non-MWBE Firms	83.68%	83.24%	100.53	Overutilization

Source: MGT developed an expenditure and vendor database for the County from October 1, 2004, through September 30, 2008.

<sup>1</sup> The percentage of dollars is taken from the prime utilization exhibit previously shown in **Chapter 4.0**.

<sup>2</sup> The percentage of available firms is taken from the availability exhibit previously shown in **Chapter 4.0**.

<sup>3</sup> The disparity index is the ratio of % utilization to % availability times 100.

\* An asterisk is used to indicate a substantial level of disparity – index below 80.00.

### **2004 Disparity Study Comparison**

**Exhibit 5-2** presents a summary comparison of the utilization, availability, and disparity findings from the 2004 and 2009 studies. In the previous study, of the M/WBEs utilized at the prime contractor construction level, all M/WBEs were substantially underutilized. The current study shows that firms owned by African Americans and Asian Americans are still being substantially underutilized. Firms owned by nonminority women have changed from substantial underutilization to overutilization with a disparity index from 38.20 to 198.26. According to both studies, firms owned by Asian Americans and Native Americans were not utilized at the prime contractor level for construction projects. Based on percentages, M/WBE utilization has increased among few groups. Utilization of African American-owned firms has increased from 0.37 percent to 3.46 percent and 1.15 percent to 12.86 percent for nonminority-women. The utilization of Hispanic Americans has decreased from 0.08 percent to no utilization.

#### **EXHIBIT 5-2 SUMMARY OF UTILIZATION, AVAILABILITY, AND DISPARITY ANALYSIS BETWEEN 2004 STUDY AND 2009 STUDY PRIME CONSTRUCTION CONTRACTORS IN THE LEON COUNTY MARKET AREA BY M/WBE CLASSIFICATIONS**

	Percent of Prime Dollars <sup>1</sup>		% of Available Firms <sup>2</sup>		Disparity Index <sup>3</sup>		Disparate Impact of Utilization	
	2004 Study	2009 Study	2004 Study	2009 Study	2004 Study	2009 Study	2004 STUDY	2009 Study
<b>African Americans</b>	0.37%	3.46%	6.03%	9.73%	6.12	35.53	* Underutilization	* Underutilization
<b>Hispanic Americans</b>	0.08%	0.00%	1.51%	0.00%	5.60	N/A	* Underutilization	N/A
<b>Asian Americans</b>	0.00%	0.00%	0.00%	0.54%	0.00	0.00	N/A	* Underutilization
<b>Native Americans</b>	0.00%	0.00%	0.50%	0.00%	0.00	N/A	* Underutilization	N/A
<b>Nonminority Women</b>	1.15%	12.86%	3.02%	6.49%	38.20	198.26	* Underutilization	Overutilization

Source: Leon County Board of Commissioners September 2004 Disparity Study, **Chapter 5.0**, and Leon County Board of Commissioners August 2009 Disparity Study, **Chapter 5.0**.

<sup>1</sup> The percentage of dollars is taken from the prime utilization exhibit previously shown in **Chapter 4.0**.

<sup>2</sup> The percentage of available contractors is taken from the availability exhibit previously shown in **Chapter 4.0**.

<sup>3</sup> The disparity index is the ratio of % utilization to % availability times 100.

\* An asterisk is used to indicate a substantial level of disparity – index below 80.00.

The construction subcontractor disparity analysis was based on the percentages of estimated subcontractor dollars as well as the availability of firms based on vendor data as mentioned in **Chapter 4.0**.

**Exhibit 5-3** shows the construction subcontractor disparity analysis for all years of the study period is shown. Among the various M/WBE groups, utilization fluctuated between overutilization to substantial underutilization. Firms owned by African Americans were overutilized in 2005 resulting with a disparity index of 223.26. However, in subsequent years the utilization of African American-owned firms awarded to provide subcontracting services decreased, thus resulting in overall substantial underutilization with a disparity index of 53.98. Firms owned by Hispanic Americans were overutilized in 2006 and 2008 resulting in overall overutilization with a disparity index of 104.87. Excluding Hispanic American-owned firms, M/WBEs were substantially underutilized overall as subcontractors. Firms owned by Asian Americans were not awarded subcontracts during the study period, thus resulting in no utilization.

**EXHIBIT 5-3  
DISPARITY ANALYSIS OF CONSTRUCTION SUBCONTRACTORS  
IN THE LEON COUNTY MARKET AREA  
BY BUSINESS OWNER CLASSIFICATIONS  
OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2008**

<b>Business Owner Classification</b>	<b>% of Dollars<sup>1</sup></b>	<b>% of Available Firms<sup>2</sup></b>	<b>Disparity Index<sup>3</sup></b>	<b>Disparate Impact of Utilization</b>
<b>2005</b>				
African Americans	41.86%	18.75%	223.26	Overutilization
Hispanic Americans	0.00%	1.56%	0.00	* Underutilization
Asian Americans	0.00%	0.52%	0.00	* Underutilization
Native Americans	0.00%	0.69%	0.00	* Underutilization
Nonminority Women	2.13%	10.76%	19.83	* Underutilization
Non-M/WBE Firms	56.00%	67.71%	82.71	Underutilization
<b>2006</b>				
African Americans	3.39%	18.75%	18.06	* Underutilization
Hispanic Americans	2.44%	1.56%	156.22	Overutilization
Asian Americans	0.00%	0.52%	0.00	* Underutilization
Native Americans	0.00%	0.69%	0.41	* Underutilization
Nonminority Women	0.42%	10.76%	3.88	* Underutilization
Non-M/WBE Firms	93.75%	67.71%	138.47	Overutilization
<b>2007</b>				
African Americans	9.00%	18.75%	48.02	* Underutilization
Hispanic Americans	0.43%	1.56%	27.23	* Underutilization
Asian Americans	0.00%	0.52%	0.00	* Underutilization
Native Americans	0.23%	0.69%	33.25	* Underutilization
Nonminority Women	2.35%	10.76%	21.87	* Underutilization
Non-M/WBE Firms	87.99%	67.71%	129.95	Overutilization
<b>2008</b>				
African Americans	3.48%	18.75%	18.57	* Underutilization
Hispanic Americans	2.41%	1.56%	154.24	Overutilization
Asian Americans	0.00%	0.52%	0.00	* Underutilization
Native Americans	0.00%	0.69%	0.00	* Underutilization
Nonminority Women	0.82%	10.76%	7.66	* Underutilization
Non-M/WBE Firms	93.28%	67.71%	137.77	Overutilization
<b>All Years</b>				
African Americans	10.12%	18.75%	53.98	* Underutilization
Hispanic Americans	1.64%	1.56%	104.87	Overutilization
Asian Americans	0.00%	0.52%	0.00	* Underutilization
Native Americans	0.05%	0.69%	7.64	* Underutilization
Nonminority Women	1.16%	10.76%	10.75	* Underutilization
Non-M/WBE Firms	87.03%	67.71%	128.54	Overutilization

Source: MGT developed an expenditure and vendor database for the County from October 1, 2004, through September 30, 2008.

<sup>1</sup> The percentage of subcontract dollars is taken from the subcontract utilization exhibit previously shown in **Chapter 4.0**. Calculations are based on estimates of nonminority subcontractor utilization at 25.1% of the total project dollars, which is the average for the state of Florida construction projects.

<sup>2</sup> The percentage of available subcontractors is taken from the availability exhibit previously shown in **Chapter 4.0**. These percentages were calculated using vendor data.

<sup>3</sup> The disparity index is the ratio of % utilization to % availability times 100. An asterisk is used to indicate a substantial level of disparity (index below 80.00).

### **2004 Disparity Study Comparison**

**Exhibit 5-4** presents a summary comparison of the utilization, availability, and disparity findings from the 2004 and 2009 studies. In the previous study, of the MBEs utilized at the subcontractor level, all MBEs were either underutilized or substantially underutilized. In the previous study, nonminority women-owned firms were overutilized at the subcontractor level, but the current study shows substantial underutilization of these firms with a disparity index of 10.75. Hispanic American-owned firms were not utilized in the previous study, thus resulting in underutilization. Hispanic American-owned firms were utilized in the current study resulting in a disparity index of 104.87, which resulted in overutilization overall. The utilization of Native American-owned firms at the subcontractor level has decreased in the disparate impact from underutilization to substantial underutilization with a disparity index of 87.17 to 7.64, respectively.

#### **EXHIBIT 5-4 SUMMARY OF UTILIZATION, AVAILABILITY, AND DISPARITY ANALYSIS BETWEEN 2004 STUDY AND 2009 STUDY SUBCONTRACTOR LEVEL IN THE LEON COUNTY MARKET AREA BY M/WBE CLASSIFICATIONS**

	Percent of Dollars <sup>1</sup>		% of Available Firms <sup>2</sup>		Disparity Index <sup>3</sup>		Disparate Impact of Utilization	
	2004 Study	2009 Study	2004 Study	2009 Study	2004 Study	2009 Study	2004 STUDY	2009 Study
<b>African Americans</b>	14.37%	10.12%	22.09%	18.75%	65.09	53.98	* Underutilization	* Underutilization
<b>Hispanic Americans</b>	0.00%	1.64%	1.20%	1.56%	0.00	104.87	* Underutilization	Overutilization
<b>Asian Americans</b>	0.00%	0.00%	0.40%	0.52%	0.00	0.00	* Underutilization	* Underutilization
<b>Native Americans</b>	0.35%	0.05%	0.40%	0.69%	87.17	7.64	Underutilization	* Underutilization
<b>Nonminority Women</b>	3.60%	1.16%	3.21%	10.76%	112.18	10.75	Overutilization	* Underutilization

Source: Leon County Board of Commissioners September 2004 Disparity Study, **Chapter 5.0**, and Leon County Board of Commissioners August 2009 Disparity Study, **Chapter 5.0**.

<sup>1</sup> The percentage of dollars is taken from the prime utilization exhibit previously shown in **Chapter 4.0**.

<sup>2</sup> The percentage of available contractors is taken from the availability exhibit previously shown in **Chapter 4.0**.

<sup>3</sup> The disparity index is the ratio of % utilization to % availability times 100.

\* An asterisk is used to indicate a substantial level of disparity – index below 80.00.

### **5.2.2 Architecture and Engineering**

In this section, the results of the disparity analysis for the architecture and engineering business category for firms within the Leon County market area are presented.

**Disparity Analysis of Architecture and Engineering Firms**

**Exhibit 5-5** shows the disparity indices for architecture and engineering firms at the prime level. Based on the overall study period, MBEs were overutilized. Firms owned by Asian Americans were utilized in each year of the study, resulting in underutilization with a disparity index of 62.73. Firms owned by African Americans were underutilized in each year of the study period, except for 2008, which resulted in underutilization with a disparity index of 85.83. Firms owned by nonminority women were substantially underutilized in each year of the study, resulting in substantial underutilization with a disparity index of 25.57. Firms owned by Native Americans were not utilized during the study period. Firms owned by Hispanic Americans<sup>4</sup> were not utilized in each year of the study period, resulting in substantial underutilization with a disparity index of 0 .

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<sup>4</sup> The availability pool of firms for this category among this MBE group was based on the count of firms that submitted a bid as a prime contractor and won the project. However, this contract ultimately was not awarded, thus not listed in the list of awarded agreements.

**EXHIBIT 5-5  
DISPARITY ANALYSIS OF ARCHITECTURE AND ENGINEERING FIRMS  
IN THE LEON COUNTY MARKET AREA  
BY BUSINESS OWNER CLASSIFICATIONS  
OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2008**

<b>Business Owner Classification</b>	<b>% of Dollars<sup>1</sup></b>	<b>% of Available Firms<sup>2</sup></b>	<b>Disparity Index<sup>3</sup></b>	<b>Disparate Impact of Utilization</b>
<b>2005</b>				
African Americans	5.67%	8.51%	66.65	* Underutilization
Hispanic Americans	0.00%	2.13%	0.00	* Underutilization
Asian Americans	3.87%	4.26%	90.89	Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	0.60%	17.02%	3.51	* Underutilization
Non-M/WBE Firms	89.86%	68.09%	131.99	Overutilization
<b>2006</b>				
African Americans	6.36%	8.51%	74.72	* Underutilization
Hispanic Americans	0.00%	2.13%	0.00	* Underutilization
Asian Americans	3.50%	4.26%	82.25	Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	2.74%	17.02%	16.13	* Underutilization
Non-M/WBE Firms	87.40%	68.09%	128.36	Overutilization
<b>2007</b>				
African Americans	8.15%	8.51%	95.82	Underutilization
Hispanic Americans	0.00%	2.13%	0.00	* Underutilization
Asian Americans	2.46%	4.26%	57.91	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	5.29%	17.02%	31.11	* Underutilization
Non-M/WBE Firms	84.09%	68.09%	123.50	Overutilization
<b>2008</b>				
African Americans	9.58%	8.51%	112.56	Overutilization
Hispanic Americans	0.00%	2.13%	0.00	* Underutilization
Asian Americans	0.96%	4.26%	22.57	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	9.26%	17.02%	54.40	* Underutilization
Non-M/WBE Firms	80.20%	68.09%	117.79	Overutilization
<b>All Years</b>				
African Americans	7.46%	8.51%	87.70	Underutilization
Hispanic Americans	0.00%	2.13%	0.00	* Underutilization
Asian Americans	2.73%	4.26%	64.09	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	4.45%	17.02%	26.13	* Underutilization
Non-M/WBE Firms	85.36%	68.09%	125.38	Overutilization

Source: MGT developed an expenditure and vendor database for the County from October 1, 2004, through September 30, 2008.

<sup>1</sup> The percentage of dollars is taken from the prime utilization exhibit previously shown in **Chapter 4.0**.

<sup>2</sup> The percentage of available firms is taken from the availability exhibit previously shown in **Chapter 4.0**.

<sup>3</sup> The disparity index is the ratio of % utilization to % availability times 100.

\* An asterisk is used to indicate a substantial level of disparity – index below 80.00.

**2004 Disparity Study Comparison**

A summary comparison of the utilization, availability, and disparity findings from the 2004 and 2009 studies based on architectural and engineering services was not conducted. Architectural and engineering services were classified under professional

services in the previous study. Therefore, the comparison between both studies for professional services will be discussed in the next section.

### **5.2.3 Professional Services**

In this section, the results of the disparity analysis for the professional services business category for firms are presented.

#### **Disparity Analysis of Professional Services Firms**

**Exhibit 5-6** shows the disparity indices for professional services firms. Overall, of the firms utilized, M/WBE firms were substantially underutilized as professional services firms. African American- and nonminority women-owned firms were substantially underutilized with a disparity index of 50.09 and 66.01, respectively. Nonminority male-owned firms were overutilized with a disparity index of 115.43.



**EXHIBIT 5-6  
DISPARITY ANALYSIS OF PROFESSIONAL SERVICES FIRMS  
IN THE LEON COUNTY MARKET AREA  
BY BUSINESS OWNER CLASSIFICATIONS  
OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2008**

<b>Business Owner Classification</b>	<b>% of Dollars<sup>1</sup></b>	<b>% of Available Firms<sup>2</sup></b>	<b>Disparity Index<sup>3</sup></b>	<b>Disparate Impact of Utilization</b>
<b>2005</b>				
African Americans	3.06%	8.08%	37.90	* Underutilization
Hispanic Americans	0.00%	1.01%	0.00	* Underutilization
Asian Americans	0.00%	0.00%	N/A	N/A
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	15.30%	18.18%	84.14	Underutilization
Non-MWBE Firms	81.64%	72.73%	112.25	Overutilization
<b>2006</b>				
African Americans	4.91%	8.08%	60.76	* Underutilization
Hispanic Americans	0.00%	1.01%	0.00	* Underutilization
Asian Americans	0.00%	0.00%	N/A	N/A
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	17.92%	18.18%	98.53	Underutilization
Non-MWBE Firms	77.17%	72.73%	106.11	Overutilization
<b>2007</b>				
African Americans	5.09%	8.08%	63.02	* Underutilization
Hispanic Americans	0.00%	1.01%	0.00	* Underutilization
Asian Americans	0.00%	0.00%	N/A	N/A
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	10.53%	18.18%	57.93	* Underutilization
Non-MWBE Firms	84.38%	72.73%	116.02	Overutilization
<b>2008</b>				
African Americans	3.30%	8.08%	40.83	* Underutilization
Hispanic Americans	0.00%	1.01%	0.00	* Underutilization
Asian Americans	0.00%	0.00%	N/A	N/A
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	0.47%	18.18%	2.59	* Underutilization
Non-MWBE Firms	96.23%	72.73%	132.31	Overutilization
<b>All Years</b>				
African Americans	4.05%	8.08%	50.09	* Underutilization
Hispanic Americans	0.00%	1.01%	0.00	* Underutilization
Asian Americans	0.00%	0.00%	N/A	N/A
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	12.00%	18.18%	66.01	* Underutilization
Non-MWBE Firms	83.95%	72.73%	115.43	Overutilization

Source: MGT developed an expenditure and vendor database for the County from October 1, 2004, through September 30, 2008.

<sup>1</sup> The percentage of dollars is taken from the prime utilization exhibit previously shown in **Chapter 4.0**.

<sup>2</sup> The percentage of available firms is taken from the availability exhibit previously shown in **Chapter 4.0**.

<sup>3</sup> The disparity index is the ratio of % utilization to % availability times 100.

\* An asterisk is used to indicate a substantial level of disparity – index below 80.00.

**2004 Disparity Study Comparison**

**Exhibit 5-7** presents a summary comparison of the utilization, availability, and disparity findings from the 2004 and 2009 studies. In the previous study, of the M/WBEs utilized at the prime consultant professional services level, African American-owned firms were

underutilized with a disparity index of 83.30. The current study shows substantial underutilization for African American-owned firms with a disparity index of 50.09. In both studies, firms owned by nonminority women were overutilized. .

**EXHIBIT 5-7  
SUMMARY OF UTILIZATION, AVAILABILITY, AND DISPARITY ANALYSIS  
BETWEEN 2004 STUDY AND 2009 STUDY  
PRIME CONSULTANT LEVEL PROFESSIONAL SERVICES  
IN THE LEON COUNTY MARKET AREA  
BY M/WBE CLASSIFICATIONS**

	Percent of Prime Dollars <sup>1</sup>		% of Available Firms <sup>2</sup>		Disparity Index <sup>3</sup>		Disparate Impact of Utilization	
	2004 Study	2009 Study	2004 Study	2009 Study	2004 Study	2009 Study	2004 STUDY	2009 Study
<b>African Americans</b>	4.69%	4.05%	5.63%	8.08%	83.30	50.09	Underutilization	*Underutilization
<b>Hispanic Americans</b>	0.00%	0.00%	0.00%	1.01%	0.00	0.00	N/A	*Underutilization
<b>Asian Americans</b>	1.30%	0.00%	0.63%	0.00%	207.72	N/A	Overutilization	N/A
<b>Native Americans</b>	0.00%	0.00%	0.00%	0.00%	0.00	N/A	N/A	N/A
<b>Nonminority Women</b>	6.25%	12.00%	5.63%	18.18%	111.15	66.01	Overutilization	*Underutilization

Source: Leon County Board of Commissioners September 2004 Disparity Study, Chapter 5.0, and Leon County Board of Commissioners August 2009 Disparity Study, Chapter 5.0.

<sup>1</sup> The percentage of dollars is taken from the prime utilization exhibit previously shown in Chapter 4.0.

<sup>2</sup> The percentage of available contractors is taken from the availability exhibit previously shown in Chapter 4.0.

\* An asterisk is used to indicate a substantial level of disparity – index below 80.00.

#### **5.2.4 Other Services**

##### **Disparity Analysis of Other Services Firms**

In **Exhibit 5-8**, MGT's analysis shows that firms owned by African American, Hispanic American, and nonminority women were overutilized in each year of the study period, except 2008, resulting in overall overutilization with a disparity index of 110.53, 431.35, and 340.04, respectively. Overall, firms owned by Asian Americans and Native Americans were substantially underutilized with a disparity index of 14.89 and 14.99, respectively.

**EXHIBIT 5-8  
DISPARITY ANALYSIS OF OTHER SERVICES FIRMS  
IN THE LEON COUNTY MARKET AREA  
BY BUSINESS OWNER CLASSIFICATIONS  
OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2008**

<b>Business Owner Classification</b>	<b>% of Dollars<sup>1</sup></b>	<b>% of Available Firms<sup>2</sup></b>	<b>Disparity Index<sup>3</sup></b>	<b>Disparate Impact of Utilization</b>
<b>2005</b>				
African Americans	14.46%	11.63%	124.35	Overutilization
Hispanic Americans	1.80%	1.16%	154.67	Overutilization
Asian Americans	0.03%	0.39%	7.53	* Underutilization
Native Americans	0.26%	0.39%	66.29	* Underutilization
Nonminority Women	26.41%	10.47%	252.39	Overutilization
Non-M/WBE Firms	57.04%	70.16%	81.31	Underutilization
<b>2006</b>				
African Americans	14.04%	11.63%	120.78	Overutilization
Hispanic Americans	2.02%	1.16%	173.96	Overutilization
Asian Americans	0.08%	0.39%	20.82	* Underutilization
Native Americans	0.00%	0.39%	0.00	* Underutilization
Nonminority Women	39.09%	10.47%	373.53	Overutilization
Non-M/WBE Firms	44.76%	70.16%	63.80	* Underutilization
<b>2007</b>				
African Americans	15.29%	11.63%	131.46	Overutilization
Hispanic Americans	2.87%	1.16%	246.94	Overutilization
Asian Americans	0.03%	0.39%	6.69	* Underutilization
Native Americans	0.00%	0.39%	0.00	* Underutilization
Nonminority Women	38.95%	10.47%	372.22	Overutilization
Non-M/WBE Firms	42.86%	70.16%	61.10	* Underutilization
<b>2008</b>				
African Americans	7.53%	11.63%	64.78	* Underutilization
Hispanic Americans	13.40%	1.16%	1,152.44	Overutilization
Asian Americans	0.09%	0.39%	24.07	* Underutilization
Native Americans	0.00%	0.39%	0.00	* Underutilization
Nonminority Women	36.66%	10.47%	350.33	Overutilization
Non-M/WBE Firms	42.31%	70.16%	60.31	* Underutilization
<b>All Years</b>				
African Americans	12.85%	11.63%	110.53	Overutilization
Hispanic Americans	5.02%	1.16%	431.35	Overutilization
Asian Americans	0.06%	0.39%	14.89	* Underutilization
Native Americans	0.06%	0.39%	14.99	* Underutilization
Nonminority Women	35.59%	10.47%	340.04	Overutilization
Non-M/WBE Firms	46.43%	70.16%	66.18	* Underutilization

Source: MGT developed an expenditure and vendor database for the County from October 1, 2004, through September 30, 2008.

<sup>1</sup> The percentage of dollars is taken from the prime utilization exhibit previously shown in **Chapter 4.0**.

<sup>2</sup> The percentage of available firms is taken from the availability exhibit previously shown in **Chapter 4.0**.

<sup>3</sup> The disparity index is the ratio of % utilization to % availability times 100.

\* An asterisk is used to indicate a substantial level of disparity – index below 80.00.

**2004 Disparity Study Comparison**

**Exhibit 5-9** presents a summary comparison of the utilization, availability, and disparity findings from the 2004 and 2009 studies. In the previous study, of the M/WBEs utilized, all groups were overutilized. The current study shows substantial underutilization for

Asian American- and Native American-owned firms with a disparity index of 14.89 and 14.99, respectively.

**EXHIBIT 5-9  
SUMMARY OF UTILIZATION, AVAILABILITY, AND DISPARITY ANALYSIS  
BETWEEN 2004 STUDY AND 2009 STUDY  
OTHER SERVICES  
IN THE LEON COUNTY MARKET AREA  
BY M/WBE CLASSIFICATIONS**

	Percent of Prime Dollars <sup>1</sup>		% of Available Firms <sup>2</sup>		Disparity Index <sup>3</sup>		Disparate Impact of Utilization	
	2004 Study	2009 Study	2004 Study	2009 Study	2004 Study	2009 Study	2004 STUDY	2009 Study
<b>African Americans</b>	13.29%	12.85%	6.93%	11.63%	191.7	110.53	Overutilization	Overutilization
<b>Hispanic Americans</b>	4.00%	5.02%	0.27%	1.16%	1,498.20	431.35	Overutilization	Overutilization
<b>Asian Americans</b>	0.65%	0.06%	0.27%	0.39%	241.90	14.89	Overutilization	*Underutilization
<b>Native Americans</b>	0.00%	0.06%	0.00%	0.39%	0.00	14.99	N/A	*Underutilization
<b>Nonminority Women</b>	11.77%	35.59%	6.93%	10.47%	169.82	340.04	Overutilization	Overutilization

Source: Leon County Board of Commissioners September 2004 Disparity Study, Chapter 5.0, and Leon County Board of Commissioners August 2009 Disparity Study, Chapter 5.0.

<sup>1</sup> The percentage of dollars is taken from the prime utilization exhibit previously shown in Chapter 4.0.

<sup>2</sup> The percentage of available contractors is taken from the availability exhibit previously shown in Chapter 4.0.

\* An asterisk is used to indicate a substantial level of disparity – index below 80.00.

### **5.2.5 Materials and Supplies**

#### **Disparity Analysis of Materials and Supplies Firms**

**Exhibit 5-10** presents the disparity findings for goods and supplies firms. Firms owned by African Americans were substantially underutilized with a disparity index of 56.58. Firms owned by Hispanic Americans, Asian Americans, and Native Americans were not utilized during the study period. Firms owned by nonminority women were overutilized with a disparity index of 162.31.

**EXHIBIT 5-10  
DISPARITY ANALYSIS OF MATERIALS AND SUPPLIES FIRMS  
IN THE LEON COUNTY MARKET AREA  
BY BUSINESS OWNER CLASSIFICATIONS  
OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2008**

<b>Business Owner Classification</b>	<b>% of Dollars<sup>1</sup></b>	<b>% of Available Firms<sup>2</sup></b>	<b>Disparity Index<sup>3</sup></b>	<b>Disparate Impact of Utilization</b>
<b>2005</b>				
African Americans	3.42%	1.45%	235.02	Overutilization
Hispanic Americans	0.00%	0.36%	0.00	* Underutilization
Asian Americans	0.00%	0.36%	0.00	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	18.98%	8.00%	237.31	Overutilization
Non-M/WBE Firms	77.60%	89.82%	86.39	Underutilization
<b>2006</b>				
African Americans	0.49%	1.45%	33.38	* Underutilization
Hispanic Americans	0.00%	0.36%	0.00	* Underutilization
Asian Americans	0.00%	0.36%	0.00	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	11.94%	8.00%	149.21	Overutilization
Non-M/WBE Firms	87.58%	89.82%	97.51	Underutilization
<b>2007</b>				
African Americans	0.16%	1.45%	11.34	* Underutilization
Hispanic Americans	0.00%	0.36%	0.00	* Underutilization
Asian Americans	0.00%	0.36%	0.00	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	13.66%	8.00%	170.76	Overutilization
Non-M/WBE Firms	86.17%	89.82%	95.94	Underutilization
<b>2008</b>				
African Americans	0.00%	1.45%	0.00	* Underutilization
Hispanic Americans	0.00%	0.36%	0.00	* Underutilization
Asian Americans	0.00%	0.36%	0.00	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	9.73%	8.00%	121.68	Overutilization
Non-M/WBE Firms	90.27%	89.82%	100.50	Overutilization
<b>All Years</b>				
African Americans	0.82%	1.45%	56.58	* Underutilization
Hispanic Americans	0.00%	0.36%	0.00	* Underutilization
Asian Americans	0.00%	0.36%	0.00	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	12.98%	8.00%	162.31	Overutilization
Non-M/WBE Firms	86.19%	89.82%	95.96	Underutilization

Source: MGT developed an expenditure and vendor database for the County from October 1, 2004, through September 30, 2008.

<sup>1</sup> The percentage of dollars is taken from the prime utilization exhibit previously shown in **Chapter 4.0**.

<sup>2</sup> The percentage of available firms is taken from the availability exhibit previously shown in **Chapter 4.0**.

<sup>3</sup> The disparity index is the ratio of % utilization to % availability times 100.

\* An asterisk is used to indicate a substantial level of disparity – index below 80.00.

### **2004 Disparity Study Comparison**

**Exhibit 5-11** presents a summary comparison of the utilization, availability, and disparity findings from the 2004 and 2009 studies. In both studies, of the MBEs utilized, all groups were substantially underutilized and nonminority women-owned firms were overutilized.

#### **EXHIBIT 5-11 SUMMARY OF UTILIZATION, AVAILABILITY, AND DISPARITY ANALYSIS BETWEEN 2004 STUDY AND 2009 STUDY MATERIALS AND SUPPLIES IN THE LEON COUNTY MARKET AREA BY M/WBE CLASSIFICATIONS**

	Percent of Prime Dollars <sup>1</sup>		% of Available Firms <sup>2</sup>		Disparity Index <sup>3</sup>		Disparate Impact of Utilization	
	2004 Study	2009 Study	2004 Study	2009 Study	2004 Study	2009 Study	2004 STUDY	2009 Study
<b>African Americans</b>	0.68%	0.82%	2.86%	1.45%	23.63	56.58	*Underutilization	*Underutilization
<b>Hispanic Americans</b>	0.07%	0.00%	0.26%	0.36%	27.90	0.00	*Underutilization	*Underutilization
<b>Asian Americans</b>	0.00%	0.00%	0.26%	0.36%	0.00	0.00	*Underutilization	*Underutilization
<b>Native Americans</b>	0.00%	0.00%	0.00%	0.00%	0.00	N/A	N/A	N/A
<b>Nonminority Women</b>	15.44%	12.98%	5.99%	8.00%	257.73	162.31	Overutilization	Overutilization

Source: Leon County Board of Commissioners September 2004 Disparity Study, Chapter 5.0, and Leon County Board of Commissioners August 2009 Disparity Study, Chapter 5.0.

<sup>1</sup> The percentage of dollars is taken from the prime utilization exhibit previously shown in Chapter 4.0.

<sup>2</sup> The percentage of available contractors is taken from the availability exhibit previously shown in Chapter 4.0.

\* An asterisk is used to indicate a substantial level of disparity – index below 80.00.

### **5.2.6 Conclusions Based on Disparity Indices**

This chapter used disparity indices to compare the availability and utilization findings from **Chapter 4.0**. The disparity indices for each of the business categories indicate whether disparity exists for each ethnic or gender group.

**Exhibit 5-12** summarizes the findings of M/WBE underutilization.

**EXHIBIT 5-12  
SUMMARY OF M/WBE UNDERUTILIZATION  
IN THE LEON COUNTY MARKET AREA  
BY M/WBE CLASSIFICATIONS  
OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2008**

Business Category	African American	Hispanic American	Asian American	Native American	Nonminority Women
Construction Prime Contractors	Underutilization *	N/A	Underutilization *	N/A	Overutilization
Construction Subcontractors (Overall Subcontractor Level)	Underutilization *	Overutilization	Underutilization *	Underutilization *	Underutilization *
Architecture and Engineering Prime Consultants	Underutilization	Underutilization *	Underutilization *	N/A	Underutilization *
Professional Services Prime Consultants	Underutilization *	Underutilization *	N/A	N/A	Underutilization *
Other Services Firms	Overutilization	Overutilization	Underutilization *	Underutilization *	Overutilization
Materials and Supplies Vendors	Underutilization *	Underutilization *	Underutilization *	N/A	Overutilization

\* An asterisk is used to indicate a substantial level of disparity – index below 80.00.

## ***6.0 PRIVATE SECTOR UTILIZATION AND DISPARITY ANALYSES***

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## **6.0 PRIVATE SECTOR UTILIZATION AND DISPARITY ANALYSES**

This chapter reports two sets of analyses pertaining to minority- and woman-owned business enterprise (M/WBE) utilization and availability in Leon County's (County) private sector marketplace. The first analysis examines M/WBE utilization and availability in the local market area's private commercial construction industry to determine disparities in M/WBE utilization at both the prime contractor and subcontractor level. Once the record of private sector utilization has been established, MGT will also be able to compare rates of M/WBE and non-M/WBE utilization in the private sector to their utilization by the County for public sector construction procurement.

This chapter is organized into the following sections:

- 6.1 Methodology – Private Sector Commercial Construction Analysis
- 6.2 Collection and Management of Data
- 6.3 Private Sector Utilization Analysis by Race/Gender/Ethnicity of Business Ownership for Construction Prime Contractors and Subcontractors
- 6.4 Private Sector Availability Analysis by Race/Gender/ Ethnicity of Business Ownership for Construction Contractors
- 6.5 Analysis of Disparities in Private Sector Utilization by Race/ Gender/ Ethnicity of Business Ownership for Construction Prime Contractors and Subcontractors
- 6.6 Assessment of Disparities in Private Sector Utilization by Race/Gender/ Ethnicity of Business Ownership for Construction Prime Contractors and Subcontractors
- 6.7 Comparison of the County Utilization of M/WBE Contractors with M/WBE Utilization in the Private Sector
- 6.8 Conclusions

### **6.1 Methodology – Private Sector Commercial Construction Analysis**

This section describes MGT's methodology for collecting data and calculating the County's relevant market area as the basis for MGT's analysis of private sector utilization of minority-, woman-, and nonminority-owned firms and their availability.

#### **6.1.1 Private Sector Analysis – Rationale**

In *Croson*, the Court established that a "municipality has a compelling government interest in redressing not only discrimination committed by the municipality itself, but also discrimination committed by private parties within the municipality's legislative jurisdiction, so long as the municipality in some way participated in the discrimination to be remedied by the program."<sup>1</sup> This argument was reinforced by the Court of Appeals decision in *Adarand*, concluding that there was a compelling interest for a government

<sup>1</sup> *Croson*, 488 U.S. 46, 109 S.Ct. at 720-21, 744-45.

DBE program, based primarily on evidence of private sector discrimination.<sup>2</sup> According to this argument, discriminatory practices found in the private sector marketplace may be indicative of government's passive or, in some cases, active participation in local discrimination. To remedy such discrimination, *Croson* provided that government "can use its spending powers to remedy private discrimination, if it identifies that discrimination with the particularity required by the Fourteenth Amendment."<sup>3</sup>

The purpose of this private sector analysis is to evaluate the presence or absence of discrimination in the private sector marketplace regarding difficulties M/WBEs have in securing work on private sector projects. Passive discrimination was examined in a disparity analysis of the utilization of M/WBE construction subcontractors by majority prime contractors on non-County funded projects in the County construction market. A comparison of public sector M/WBE utilization with private sector utilization allows for an assessment of the extent to which majority prime contractors have tended to hire M/WBE subcontractors only to satisfy public sector requirements. Thus, the following questions are addressed:

- Are there disparities in the utilization of M/WBEs as prime contractors for commercial, private sector construction projects relative to their availability in the relevant market area?
- Are there disparities in the utilization of M/WBEs as subcontractors for commercial, private sector construction projects relative to their availability in the relevant market area?
- To what extent are M/WBE subcontractors utilized for the County projects also utilized in private sector construction projects?

## **6.2 Collection and Management of Data**

MGT selected two sources of data for its private sector analysis: (1) permit data (such as building, electrical, plumbing)<sup>4</sup> provided by the County for commercial construction projects permitted during the period of the study and (2) permit data (such as building, electrical, plumbing) provided by the City of Tallahassee for commercial construction projects permitted during the period of the study. The value in examining permits is that they offer the most complete and up-to-date record of actual construction activity undertaken in the relevant market area.

The permit data was extracted from County's and City's Permits and Enforcement Tracking System (PETS) and transmitted electronically to MGT in Microsoft Access databases. In order to isolate commercial construction projects, public sector and residential building permit records were identified and excluded from the analysis. Permit data provided to MGT included, but was not limited to:

- Project\_No
- Permit Type Code
- Permit Type Text

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<sup>2</sup> *Adarand v. Slater*, 228 F.3d 1147 (10<sup>th</sup> Cir. 2000).

<sup>3</sup> See *Richmond v. Croson*, 488 U.S. 492 (1989).

<sup>4</sup> A construction permit or building permit is a permit required in most jurisdictions for new construction or adding onto pre-existing structures, and in some cases for major renovations.

- Permit Class Code
- Permit Class Text
- Permit #
- Comp\_Type
- Project Description
- Scope of Work Performed
- Title
- Issued Date
- Construction Value Project
- Dollar Value of Permit
- Public Project
- Job Location
- Owner of Project
- Owner Address
- Residential Project
- Commercial Project
- Activity Number
- Primary Contractor
- Subcontractor
- Contractor
- Relationship

#### **6.2.1 Determining Race, Ethnicity, and Gender of Business Ownership for Vendors Issued Building Permits by the County**

Since permit data does not contain contractor racial, ethnic, and gender information, MGT obtained this information from its Master Vendor Database<sup>5</sup> to update the vendors in the permit database for where racial, ethnic, and gender information were needed.

#### **6.2.2 Market Area Methodology**

The private sector analysis of permits data is based on the determined relevant geographic relevant market area for public construction which was the following counties within the state of Florida: Leon County, Gadsden County, Jefferson County, and Wakulla, County.

#### **6.2.3 Availability (Vendor) Data Collection**

Once counties for the County's relevant market area had been identified, MGT ascertained M/WBE availability by determining the availability of M/WBEs within these counties as reported by the U.S. Census Bureau Survey of Business Owners (SBO)<sup>6</sup>.

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<sup>5</sup> MGT used data gathered from several sources to develop a master list of firms. M/WBE lists within the relevant market area were also used to further identify the business category and ethnicity of firms.

<sup>6</sup> The SBO is a consolidation of two prior surveys, the Surveys of Minority- and Women-Owned Business Enterprises (SMOBE/SWOBE), and includes questions from a survey discontinued in 1992 on Characteristics of Business Owners (CBO). The SBO is part of the Economic Census, which is conducted every five years. SBO findings are based on the characteristics of U.S. businesses by ownership category, by geographic area; by 2-digit industry sector based on the 2002 North American Industry Classification System (NAICS); and by size of firm (employment and receipts).

#### **6.2.4 M/WBE Classifications and Business Categories**

In Chapter 4.0, the five M/WBE classifications described—African American, Hispanic American, Asian American, Native American, and nonminority women—were used as the basis of MGT’s private sector analysis of utilization and disparity. However, for the business category analysis, findings reported in this chapter deal only with private sector construction for two reasons: (1) permit data, by nature, pertain only to construction activity, which is also the category for which data tend to be most extensive and reliable, and (2) in the courts, historically, construction activity in a given jurisdiction has been scrutinized more than any other business category because in both the public and the private sector it tends to have the strongest impact on a local economy, and because the courts have asserted that jurisdictions have a “compelling interest” to advance M/WBE business interests in their local markets. Accordingly, for the analysis, the data were classified according to two categories of construction contractor—prime contractor and subcontractor—based on the permit type.

### **6.3 Private Sector Utilization Analysis by Race/Gender/Ethnicity of Business Ownership for Construction Prime Contractors and Subcontractors**

This section reports findings from the analysis of the utilization of M/WBE and non-M/WBE firms in the County’s private sector commercial construction market.

#### **6.3.1 Permits – Prime Contracts**

##### **Permits – Leon County**

**Exhibit 6-1** reports permits received for prime commercial construction during the four-year study period based on Leon County permit data. The exhibit reports that for total construction dollars on prime commercial construction during the study period totaling \$23.9 million, of which non-M/WBE firms received \$23.1 million (96.66%). Permits issued to M/WBEs were valued at slightly less than \$800,000, representing more than 3 percent (3.34%) of construction values. Nonminority women-owned firms were awarded the highest share at 2.48 percent (\$592,480), followed by African American-owned firms at .86 percent (\$205,000).

**EXHIBIT 6-1**  
**PERMITS UTILIZATION ANALYSIS OF PRIME CONTRACTORS**  
**IN THE COUNTY'S RELEVANT MARKET AREA**  
**BASED ON LEON COUNTY COMMERCIAL PERMIT DATA**  
**BY RACE/ETHNICITY/GENDER CLASSIFICATION**  
**OCTOBER 1, 2004, THROUGH SEPTEMBER 30, 2008**

Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Total Construction Values
	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$
2005	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$1,908,510.00	100.00%	\$1,908,510.00
2006	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$9,066,408.00	100.00%	\$9,066,408.00
2007	\$205,000.00	4.22%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$205,000.00	4.22%	\$4,653,924.00	95.78%	\$4,858,924.00
2008	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$592,480.00	0.00%	\$592,480.00	7.39%	\$7,426,195.75	92.61%	\$8,018,675.75
<b>Total</b>	<b>\$205,000.00</b>	<b>0.86%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$592,480.00</b>	<b>2.48%</b>	<b>\$797,480.00</b>	<b>3.34%</b>	<b>\$23,055,037.75</b>	<b>96.66%</b>	<b>\$23,852,517.75</b>

Source: Permit data extracted from the County's and City's Permits and Enforcement Tracking System (PETS).

<sup>1</sup> Percentage of total construction valuation dollars awarded annually to prime contractors.

**Exhibit 6-2** reports private commercial M/WBE prime contractor utilization by number of permits let by the County and number of individual contractors receiving permits. Of M/WBEs, one African American-owned firm (1.47% of contractors) was issued permits for four projects, which represents 3.42 percent of all permits analyzed. Of the permits analyzed, six permits were issued to M/WBE firms.

**EXHIBIT 6-2**  
**PERMITS UTILIZATION ANALYSIS OF PRIME CONTRACTORS**  
**IN THE COUNTY'S RELEVANT MARKET AREA**  
**BASED ON LEON COUNTY COMMERCIAL PERMIT DATA**  
**OCTOBER 1, 2004, THROUGH SEPTEMBER 30, 2008**

**NUMBER OF COMMERCIAL PERMITS ISSUED**  
**BY RACE/ETHNICITY/GENDER CLASSIFICATION**

Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Total Permits
	#	% <sup>1</sup>	#	% <sup>1</sup>	#	% <sup>1</sup>	#	% <sup>1</sup>	#	% <sup>1</sup>	#	% <sup>1</sup>	#	% <sup>1</sup>	#
2005	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	9	100.00%	9
2006	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	35	100.00%	35
2007	4	13.33%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	4	13.33%	26	86.67%	30
2008	0	0.00%	0	0.00%	0	0.00%	0	0.00%	2	4.65%	2	4.65%	41	95.35%	43
<b>Total</b>	<b>4</b>	<b>3.42%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>2</b>	<b>1.71%</b>	<b>6</b>	<b>5.13%</b>	<b>111</b>	<b>94.87%</b>	<b>117</b>

Source: Permit data extracted from the County's and City's Permits and Enforcement Tracking System (PETS).

<sup>1</sup> Percentage of total analyzed permits awarded annually to prime contractors.

As the following exhibit shows, three individual M/WBE firms, 4.41 percent of all individual firms were issued private commercial construction permits as prime contractors. Two nonminority women- owned firms accounted for 2.94 percent of the total firms and one individual African American-owned firm were utilized during the course of the study period at the prime contractor level, accounting for 1.47 percent

**NUMBER OF CONTRACTORS AND TOTAL OF INDIVIDUAL CONTRACTORS**  
**BY RACE/ETHNICITY/GENDER CLASSIFICATION**

Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Total Contractors
	#	% <sup>2</sup>	#	% <sup>2</sup>	#	% <sup>2</sup>	#	% <sup>2</sup>	#	% <sup>2</sup>	#	% <sup>2</sup>	#	% <sup>2</sup>	#
2005	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	9	100.00%	9
2006	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	23	100.00%	23
2007	1	4.35%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1	4.35%	22	95.65%	23
2008	0	0.00%	0	0.00%	0	0.00%	0	0.00%	2	6.67%	2	6.67%	28	93.33%	30
<b>Total Unique Contractors<sup>3</sup></b>	<b>1</b>	<b>1.47%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>2</b>	<b>2.94%</b>	<b>3</b>	<b>4.41%</b>	<b>65</b>	<b>95.59%</b>	<b>68</b>

Source: Permit data extracted from the County's and City's Permits and Enforcement Tracking System (PETS).

<sup>2</sup>Percentage of total Contractors.

<sup>3</sup>"Total Individual Contractors" counts a firm only once for each year it receives work, since a firm could be used in multiple years, the "total individual vendors" for the entire study period may not equal the sum of all years.

**Permits – City of Tallahassee**

**Exhibit 6-3** reports permits received for prime commercial construction during the four-year study period based on City of Tallahassee commercial permit data. The exhibit reports that for total construction dollars on prime commercial construction during the study period totaling \$173.1 million, of which non-M/WBE firms received \$171.2 million (98.95%). Permits issued to M/WBEs were valued at \$1.82 million, representing slightly more than 1 percent (1.05%) of construction values. Nonminority women-owned firms were awarded the highest share at 1.02 percent (\$1.77 million), followed by African American-owned firms at .03 percent (\$55,000).

**EXHIBIT 6-3  
PERMITS UTILIZATION ANALYSIS OF PRIME CONTRACTORS  
IN THE COUNTY'S RELEVANT MARKET AREA  
BASED ON CITY OF TALLAHASSEE COMMERCIAL PERMIT DATA  
BY RACE/ETHNICITY/GENDER CLASSIFICATION  
OCTOBER 1, 2004, THROUGH SEPTEMBER 30, 2008**

Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Total Construction Values
	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$
2005	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$18,115.00	0.26%	\$18,115.00	0.26%	\$7,009,067.00	99.74%	\$7,027,182.00
2006	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$1,673,584.00	3.54%	\$1,673,584.00	3.54%	\$45,645,681.46	96.46%	\$47,319,265.46
2007	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$33,075.00	0.05%	\$33,075.00	0.05%	\$69,144,066.66	99.95%	\$69,177,141.66
2008	\$55,000.00	0.11%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$42,956.00	0.09%	\$97,956.00	0.20%	\$49,436,643.56	99.80%	\$49,534,599.56
<b>Total</b>	<b>\$55,000.00</b>	<b>0.03%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$1,767,730.00</b>	<b>1.02%</b>	<b>\$1,822,730.00</b>	<b>1.05%</b>	<b>\$171,235,458.68</b>	<b>98.95%</b>	<b>\$173,058,188.68</b>

Source: Permit data extracted from the County's and City's Permits and Enforcement Tracking System (PETS).

<sup>1</sup> Percentage of total construction valuation dollars awarded annually to prime contractors.

**Exhibit 6-4** reports private commercial M/WBE prime contractor utilization by number of permits let by the City and number of individual contractors receiving commercial permits. Of M/WBEs, one African American-owned firm (0.63% of contractors) was issued permits for one project, which represents 0.19 percent of all permits analyzed. Of the permits analyzed, ten permits were issued to M/WBE firms.

**EXHIBIT 6-4  
PERMITS UTILIZATION ANALYSIS OF PRIME CONTRACTORS  
IN THE COUNTY'S RELEVANT MARKET AREA  
BASED ON CITY OF TALLAHASSEE COMMERCIAL PERMIT DATA  
OCTOBER 1, 2004, THROUGH SEPTEMBER 30, 2008**

**NUMBER OF COMMERCIAL PERMITS ISSUED  
BY RACE/ETHNICITY/GENDER CLASSIFICATION**

Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Total Permits
	#	% <sup>1</sup>	#	% <sup>1</sup>	#	% <sup>1</sup>	#	% <sup>1</sup>	#	% <sup>1</sup>	#	% <sup>1</sup>	#	% <sup>1</sup>	#
2005	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1	2.56%	1	2.56%	38	97.44%	39
2006	0	0.00%	0	0.00%	0	0.00%	0	0.00%	4	2.42%	4	2.42%	161	97.58%	165
2007	0	0.00%	0	0.00%	0	0.00%	0	0.00%	2	1.05%	2	1.05%	188	98.95%	190
2008	1	0.78%	0	0.00%	0	0.00%	0	0.00%	2	1.55%	3	2.33%	126	97.67%	129
<b>Total</b>	<b>1</b>	<b>0.19%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>9</b>	<b>1.72%</b>	<b>10</b>	<b>1.91%</b>	<b>513</b>	<b>98.09%</b>	<b>523</b>

Source: Permit data extracted from the County's and City's Permits and Enforcement Tracking System (PETS).

<sup>1</sup> Percentage of total analyzed permits awarded annually to prime contractors.

As the following exhibit shows, six individual M/WBE firms, 3.8 percent of all individual firms were issued private commercial construction permits as prime contractors. Five nonminority women-owned firms accounted for 3.16 percent of the total firms and one individual African American-owned firm were utilized during the course of the study period at the prime contractor level, accounting for 0.63 percent



**EXHIBIT 6-4 (Continued)**  
**PERMITS UTILIZATION ANALYSIS OF PRIME CONTRACTORS**  
**IN THE COUNTY'S RELEVANT MARKET AREA**  
**BASED ON CITY OF TALLAHASSEE COMMERCIAL PERMIT DATA**  
**OCTOBER 1, 2004, THROUGH SEPTEMBER 30, 2008**

**NUMBER OF CONTRACTORS AND TOTAL OF INDIVIDUAL CONTRACTORS**  
**BY RACE/ETHNICITY/GENDER CLASSIFICATION**

Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Total Contractors
	#	% <sup>2</sup>	#	% <sup>2</sup>	#	% <sup>2</sup>	#	% <sup>2</sup>	#	% <sup>2</sup>	#	% <sup>2</sup>	#	% <sup>2</sup>	#
2005	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1	3.70%	1	3.70%	26	96.30%	27
2006	0	0.00%	0	0.00%	0	0.00%	0	0.00%	4	4.65%	4	4.65%	82	95.35%	86
2007	0	0.00%	0	0.00%	0	0.00%	0	0.00%	2	2.50%	2	2.50%	78	97.50%	80
2008	1	1.54%	0	0.00%	0	0.00%	0	0.00%	2	3.08%	3	4.62%	62	95.38%	65
<b>Total Individual Contractors<sup>3</sup></b>	<b>1</b>	<b>0.63%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>5</b>	<b>3.16%</b>	<b>6</b>	<b>3.80%</b>	<b>152</b>	<b>96.20%</b>	<b>158</b>

Source: Permit data extracted from the County's and City's Permits and Enforcement Tracking System (PETS).

<sup>2</sup>Percentage of Total Contractors.

<sup>3</sup>"Total Individual Contractors" counts a firm only once for each year it receives work, since a firm could be used in multiple years, the "total individual vendors" for the entire study period may not equal the sum of all years.

### **6.3.2 Permits-Subcontracts**

#### **Permits-Leon County**

**Exhibit 6-5** indicates permit values totaling \$61.1 million in commercial construction subcontracting projects analyzed for the four-year study period based on County permit data. Among M/WBE firms, WBEs were issued permits for projects totaling \$2.32 million (3.80% of all subcontracting projects), which was the total share to M/WBE firms.

**EXHIBIT 6-5**  
**PERMITS UTILIZATION ANALYSIS OF SUBCONTRACTORS**  
**IN THE COUNTY'S RELEVANT MARKET AREA**  
**BASED ON LEON COUNTY COMMERCIAL PERMIT DATA**  
**BY RACE/ETHNICITY/GENDER CLASSIFICATION**  
**OCTOBER 1, 2004, THROUGH SEPTEMBER 30, 2008**

Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Total Construction Values
	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$
2005	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$850,000.00	100.00%	\$850,000.00
2006	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$12,992,369.00	100.00%	\$12,992,369.00
2007	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$13,965,765.00	100.00%	\$13,965,765.00
2008	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$2,321,000.00	0.00%	\$2,321,000.00	6.97%	\$30,965,621.00	93.03%	\$33,286,621.00
<b>Total</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$2,321,000.00</b>	<b>3.80%</b>	<b>\$2,321,000.00</b>	<b>3.80%</b>	<b>\$58,773,755.00</b>	<b>96.20%</b>	<b>\$61,094,755.00</b>

Source: Permit data extracted from the County's and City's Permits and Enforcement Tracking System (PETS).

<sup>1</sup> Percentage of total construction valuation dollars awarded annually to contractors based on subcontractor level work.

**Exhibit 6-6** reports private commercial subcontractor utilization by number of permits let by the County and number of individual contractors receiving commercial permits. The following exhibit shows that three individual (different) nonminority women-owned firms were issued permits. Of permitted subcontractor level of work, M/WBE firms accounted for more than 2 percent (2.65%) of the permits issued. Among M/WBE firms, WBEs received all of the commercial permits on the subcontractor level for the four-year study period based on the data analyzed.

**EXHIBIT 6-6**  
**PERMITS UTILIZATION ANALYSIS OF SUBCONTRACTORS**  
**IN THE COUNTY'S MARKET AREA**  
**OCTOBER 1, 2004, THROUGH SEPTEMBER 30, 2008**

**NUMBER OF COMMERCIAL PERMITS ISSUED**  
**BY RACE/ETHNICITY/GENDER CLASSIFICATION**

Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Total Permits
	#	% <sup>1</sup>	#	% <sup>1</sup>	#	% <sup>1</sup>	#	% <sup>1</sup>	#	% <sup>1</sup>	#	% <sup>1</sup>	#	% <sup>1</sup>	#
2005	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	4	100.00%	4
2006	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	21	100.00%	21
2007	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	43	100.00%	43
2008	0	0.00%	0	0.00%	0	0.00%	0	0.00%	3	6.67%	3	6.67%	42	93.33%	45
<b>Total</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>3</b>	<b>2.65%</b>	<b>3</b>	<b>2.65%</b>	<b>110</b>	<b>97.35%</b>	<b>113</b>

Source: Permit data extracted from the County's and City's Permits and Enforcement Tracking System (PETS).

<sup>1</sup> Percentage of total permits.

The following exhibit shows that 63 individual non-M/WBE firms accounted for 95.5 percent of firms issued permits to perform subcontractor level of work.

**NUMBER OF CONTRACTORS AND TOTAL OF INDIVIDUAL CONTRACTORS**  
**BY RACE/ETHNICITY/GENDER CLASSIFICATION**

Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Total Contractors
	#	% <sup>2</sup>	#	% <sup>2</sup>	#	% <sup>2</sup>	#	% <sup>2</sup>	#	% <sup>2</sup>	#	% <sup>2</sup>	#	% <sup>2</sup>	#
2005	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1	14.29%	1	14.29%	6	85.71%	7
2006	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	15	100.00%	15
2007	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	34	100.00%	34
2008	0	0.00%	0	0.00%	0	0.00%	0	0.00%	3	9.68%	3	9.68%	28	90.32%	31
<b>Total Individual Contractors<sup>3</sup></b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>3</b>	<b>4.55%</b>	<b>3</b>	<b>4.55%</b>	<b>63</b>	<b>95.45%</b>	<b>66</b>

Source: Permit data extracted from the County's and City's Permits and Enforcement Tracking System (PETS).

<sup>2</sup>Percentage of Total Contractors.

<sup>3</sup>"Total Individual Contractors" counts a firm only once for each year it receives work, since a firm could be used in multiple years, the "total individual vendors" for the entire study period may not equal the sum of all years.

**Permits-City of Tallahassee**

**Exhibit 6-7** indicates permit values totaling \$20.7 million in commercial construction subcontracting projects analyzed for the four-year study period based on city of Tallahassee commercial permits data. Among M/WBE firms, WBEs were issued permits for projects totaling \$3.77 million (18.2% of all subcontracting projects) and firms owned by African Americans were issued less than 1 percent (0.04%).

**EXHIBIT 6-7  
PERMITS UTILIZATION ANALYSIS OF SUBCONTRACTORS  
IN THE COUNTY'S RELEVANT MARKET AREA  
BASED ON CITY OF TALLAHASSEE COMMERCIAL PERMIT DATA  
BY RACE/ETHNICITY/GENDER CLASSIFICATION  
OCTOBER 1, 2004, THROUGH SEPTEMBER 30, 2008**

Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Total Construction Values
	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$	% <sup>1</sup>	\$
2005	\$3,500.00	0.20%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$97,800.00	5.67%	\$101,300.00	5.87%	\$1,624,689.00	94.13%	\$1,725,989.00
2006	\$5,500.00	0.08%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$3,485,500.00	49.34%	\$3,491,000.00	49.41%	\$3,573,924.50	50.59%	\$7,064,924.50
2007	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$15,100.00	0.26%	\$15,100.00	0.26%	\$5,868,218.00	99.74%	\$5,883,318.00
2008	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$0.00	0.00%	\$168,140.00	2.77%	\$168,140.00	2.77%	\$5,894,793.00	97.23%	\$6,062,933.00
<b>Total</b>	<b>\$9,000.00</b>	<b>0.04%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$3,766,540.00</b>	<b>18.16%</b>	<b>\$3,775,540.00</b>	<b>18.21%</b>	<b>\$16,961,624.50</b>	<b>81.79%</b>	<b>\$20,737,164.50</b>

Source: Permit data extracted from the County's and City's Permits and Enforcement Tracking System (PETS).

<sup>1</sup> Percentage of total construction valuation dollars awarded annually to contractors based on subcontractor level work.

**Exhibit 6-8** reports private commercial subcontractor utilization by number of permits let by the city of Tallahassee and number of individual contractors receiving permits. The following exhibit shows that 6 individual (different) M/WBE firms were issued permits. Of permitted subcontractor level of work, M/WBE firms accounted for more than 6 percent (6.46%) of the permits issued.

**EXHIBIT 6-8**  
**PERMITS UTILIZATION ANALYSIS OF SUBCONTRACTORS**  
**IN THE COUNTY'S MARKET AREA**  
**OCTOBER 1, 2004, THROUGH SEPTEMBER 30, 2008**

**NUMBER OF PERMITS ISSUED**  
**BY RACE/ETHNICITY/GENDER CLASSIFICATION**

Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Total Permits
	#	% <sup>1</sup>	#	% <sup>1</sup>	#	% <sup>1</sup>	#	% <sup>1</sup>	#	% <sup>1</sup>	#	% <sup>1</sup>	#	% <sup>1</sup>	#
2005	2	3.33%	0	0.00%	0	0.00%	0	0.00%	8	13.33%	10	16.67%	50	83.33%	60
2006	2	0.94%	0	0.00%	0	0.00%	0	0.00%	16	7.51%	18	8.45%	195	91.55%	213
2007	0	0.00%	0	0.00%	0	0.00%	0	0.00%	3	1.48%	3	1.48%	200	98.52%	203
2008	0	0.00%	0	0.00%	0	0.00%	0	0.00%	12	6.32%	12	6.32%	178	93.68%	190
<b>Total</b>	<b>4</b>	<b>0.60%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>39</b>	<b>5.86%</b>	<b>43</b>	<b>6.46%</b>	<b>623</b>	<b>93.54%</b>	<b>666</b>

Source: Permit data extracted from the County's and City's Permits and Enforcement Tracking System (PETS).

<sup>1</sup> Percentage of total permits.

The following exhibit shows that 155 individual non-M/WBE firms accounted for 96.3 percent of firms issued permits to perform subcontractor level of work based on city of Tallahassee commercial permit data.

**NUMBER OF CONTRACTORS AND TOTAL OF INDIVIDUAL CONTRACTORS**  
**BY RACE/ETHNICITY/GENDER CLASSIFICATION**

Year	African Americans		Hispanic Americans		Asian Americans		Native Americans		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms		Total Contractors
	#	% <sup>2</sup>	#	% <sup>2</sup>	#	% <sup>2</sup>	#	% <sup>2</sup>	#	% <sup>2</sup>	#	% <sup>2</sup>	#	% <sup>2</sup>	#
2005	2	5.71%	0	0.00%	0	0.00%	0	0.00%	2	5.71%	4	11.43%	31	88.57%	35
2006	2	2.22%	0	0.00%	0	0.00%	0	0.00%	2	2.22%	4	4.44%	86	95.56%	90
2007	0	0.00%	0	0.00%	0	0.00%	0	0.00%	1	1.16%	1	1.16%	85	98.84%	86
2008	0	0.00%	0	0.00%	0	0.00%	0	0.00%	3	3.30%	3	3.30%	88	96.70%	91
<b>Total Individual Contractors<sup>3</sup></b>	<b>3</b>	<b>1.86%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>3</b>	<b>1.86%</b>	<b>6</b>	<b>3.73%</b>	<b>155</b>	<b>96.27%</b>	<b>161</b>

Source: Permit data extracted from the County's and City's Permits and Enforcement Tracking System (PETS).

<sup>2</sup>Percentage of Total Contractors.

<sup>3</sup>"Total Individual Contractors" counts a firm only once for each year it receives work, since a firm could be used in multiple years, the "total individual vendors" for the entire study period may not equal the sum of all years.

**6.4 Private Sector Availability Analysis by Race/Gender/Ethnicity of Business Ownership for Construction Contractors**

**Exhibits 6-9** and **6-10** report findings based on U.S. Census Survey of Business Owners (SBO) data for the population of available contractors in the County's market area by racial/ethnic/gender category. The availability for construction was derived from those firms that have construction or construction-related services based on the NAICS Code 23.

**6.4.1 Construction Availability**

The availability of M/WBE and non-M/WBE prime contractors in the County's market area is displayed in **Exhibit 6-7**. M/WBEs comprised 25.68 percent of all contractors, breaking down by individual M/WBE category as follows:

- African American: 3.60 percent
- Hispanic American: 2.26 percent
- Asian American: 1.78 percent
- Native American: 0 percent
- Nonminority women: 18.05 percent

**EXHIBIT 6-9  
AVAILABILITY OF CONTRACTORS  
IN THE COUNTY'S MARKET PLACE  
BY RACE/ETHNICITY/GENDER CLASSIFICATION  
BASED ON CENSUS DATA USING NAICS 23  
BASED ON PAID EMPLOYEES ONLY**

	African Americans <sup>1</sup>		Hispanic Americans <sup>1</sup>		Asian Americans <sup>1</sup>		Native Americans <sup>1</sup>		Nonminority Women		M/WBE Subtotal		Non-M/WBE Firms <sup>2</sup>		Total Firms <sup>3</sup>
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	
Total	26	3.60%	16	2.26%	13	1.78%	0	0.00%	132	18.05%	187	25.68%	543	74.32%	730

Source of Data: U.S. Census Bureau 2002, Survey of Business Owners, based on firms with paid employees only.

<sup>1</sup> Minority men and women firms are included in their respective minority classifications.

<sup>2</sup> Number of non-M/WBE firms derived by subtracting all M/WBE firms from total firms.

<sup>3</sup> Total firms derived from the U.S. Census Bureau and Survey of Business Owners (SBO).

The availability analysis was also based on firms with paid and non-paid employees, which is displayed in **Exhibit 6-8**. M/WBEs comprised 44.29 percent of all contractors, differentiated by individual M/WBE category as follows:

- African American: 9.59 percent
- Hispanic American: 3.02 percent
- Asian American: 2.59 percent
- Native American: 1.25 percent
- Nonminority women: 27.84 percent

**EXHIBIT 6-10**  
**AVAILABILITY OF SUBCONTRACTORS**  
**IN THE COUNTY'S MARKET AREA**  
**BY RACE/ETHNICITY/GENDER CLASSIFICATION**  
**BASED ON CENSUS DATA USING NAICS 23**  
**BASED PAID AND NON-PAID EMPLOYEES**

	African Americans <sup>1</sup>		Hispanic Americans <sup>1</sup>		Asian Americans <sup>1</sup>		Native Americans <sup>1</sup>		Nonminority Women		#REF! Subtotal		Non-M/WBE Firms <sup>2</sup>		Total Firms <sup>3</sup>
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	
Total	278	9.59%	88	3.02%	75	2.59%	36	1.25%	808	27.84%	1,285	44.29%	1,616	55.71%	2,901

Source of Data: U.S. Bureau of the Census 2002, Survey of Business Owners, based on firms with paid and non-paid employees.

<sup>1</sup> Minority men and women firms are included in their respective minority classifications.

<sup>2</sup> Number of non-M/WBE firms derived by subtracting all M/WBE firms from total firms.

<sup>3</sup> Total firms derived from the U.S. Census Bureau and Survey of Business Owners (SBO).

**6.5 Analysis of Disparities in Private Sector Utilization by Race/Gender/Ethnicity of Business Ownership for Construction Prime Contractors and Subcontractors**

MGT pioneered disparity indices as a means of quantifying the disparity in utilization relative to availability. The use of a disparity index for such a calculation is supported by several post-Croson cases, most notably *Contractors Association of Eastern Pennsylvania v. City of Philadelphia*.<sup>7</sup> Although a variety of similar indices could be utilized, MGT's standard for choosing its particular index methodology is that it must yield a value that is easily calculable, understandable in its interpretation, and universally comparable such that a disparity in utilization within M/WBE categories can be assessed with reference to the utilization of non-M/WBEs.

For this study, to assess disparity MGT calculated the ratio of the percentage of utilization to the percentage of availability multiplied by 100, as in the formula below:

$$(1) \text{ Disparity Index} = \frac{\%U_{m,p_1}}{\%A_{m,p_1}} \times 100$$

Where:  $U_{m,p_1}$  = utilization of M/WBE<sub>1</sub> for procurement<sub>1</sub>  
 $A_{m,p_1}$  = availability of M/WBE<sub>1</sub> for procurement<sub>1</sub>

The interpretation of this calculation is straightforward. In the extreme, a disparity index value of 0.00 for a given racial, ethnic or gender category of firm indicates absolutely no utilization and, therefore, absolute disparity. An index of 100 indicates that vendor utilization is perfectly proportionate to availability for a particular group in a given business category, indicating the absence of disparity—that is, a proportion of utilization relative to availability one would expect, all things being equal. In general, firms within a business category are considered underutilized if the disparity indices are less than 100, and overutilized if the indices are above 100.

<sup>7</sup> *Contractors Association of Eastern Pennsylvania, Inc. v. City of Philadelphia*, 91 F 3d at 603.

Since there is no standardized measure to evaluate levels of underutilization or overutilization within a procurement context, MGT has appropriated the Equal Employment Opportunity Commission's (EEOC) "80 percent rule" in the *Uniform Guidelines on Employee Selection Procedures*. In the context of employment discrimination, an employment disparity ratio below 80 indicates a "substantial disparity" in employment. The Supreme Court has accepted the use of the 80 percent rule in *Connecticut v. Teal* (*Teal*), 457 U.S. 440 (1982), and in *Teal* and other affirmative action cases, the terms "adverse impact," "disparate impact," and "discriminatory impact" are used interchangeably to characterize values of 80 and below.

Once the record of vendor utilization was calculated from building permit data for each racial, ethnic, and gender category, it could be compared to vendor availability in these categories to derive an index of disparity in private sector utilization for a given M/WBE prime contractor and subcontractor category. Findings are reported in **Sections 6.6.1** through **6.6.3**.

### **6.5.1 Permits-Prime Contracts**

#### **Permits – Leon County**

This section reports disparity indices for County commercial permits based on U.S. Census availability of firms within the racial, ethnic, and gender categories for firms with paid employees only.

**Exhibit 6-11** presents these findings based on availability of firms with paid employees only specializing in construction and construction-related services categorized as NAICS 23. African American-, Hispanic American-, Asian American- and nonminority women-owned firms were substantially underutilized as prime contractors in private commercial construction sector based on County commercial permits data. From **Exhibit 6-11** MGT also find that:

- Hispanic American-, Asian American-, and Native American-owned firms were not utilized.
- African American-owned firms were substantially underutilized as prime contractors, with a disparity index of 23.87.
- Nonminority women firms were substantially underutilized in each year, resulting in an overall disparity index of 13.76.
- Nonminority male firms were overutilized, having a 130.05 disparity index.

Based on County commercial permits data and U.S. Census availability of firms with paid employees only, it can be concluded that of those M/WBEs being analyzed, all M/WBEs were either not utilized or substantially underutilized on commercial construction projects at the prime contractor level and that, conversely, nonminority male-owned firms were overutilized.



**EXHIBIT 6-11**  
**DISPARITY ANALYSIS OF PRIVATE SECTOR PRIME CONTRACTORS**  
**IN THE COUNTY'S RELEVANT MARKET AREA**  
**BASED ON CENSUS DATA NAICS CODES 23 PAID EMPLOYEES ONLY**  
**AND LEON COUNTY COMMERCIAL PERMITS DATA**  
**OCTOBER 1, 2004, THROUGH SEPTEMBER 30, 2008**

<b>Business Owner Classification</b>	<b>% of Construction Value Dollars<sup>1</sup></b>	<b>% of Available Firms<sup>2</sup></b>	<b>Disparity Index<sup>3</sup></b>	<b>Disparate Impact of Utilization</b>
<b>2005</b>				
African Americans	0.00%	3.60%	0.00	* Underutilization
Hispanic Americans	0.00%	2.26%	0.00	* Underutilization
Asian Americans	0.00%	1.78%	0.00	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	0.00%	18.05%	0.00	* Underutilization
Non-M/WBE Firms	100.00%	74.32%	134.55	Overutilization
<b>2006</b>				
African Americans	0.00%	3.60%	0.00	* Underutilization
Hispanic Americans	0.00%	2.26%	0.00	* Underutilization
Asian Americans	0.00%	1.78%	0.00	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	0.00%	18.05%	0.00	* Underutilization
Non-M/WBE Firms	100.00%	74.32%	134.55	Overutilization
<b>2007</b>				
African Americans	4.22%	3.60%	117.19	Overutilization
Hispanic Americans	0.00%	2.26%	0.00	* Underutilization
Asian Americans	0.00%	1.78%	0.00	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	0.00%	18.05%	0.00	* Underutilization
Non-M/WBE Firms	95.78%	74.32%	128.88	Overutilization
<b>2008</b>				
African Americans	0.00%	3.60%	0.00	* Underutilization
Hispanic Americans	0.00%	2.26%	0.00	* Underutilization
Asian Americans	0.00%	1.78%	0.00	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	0.00%	18.05%	0.00	* Underutilization
Non-M/WBE Firms	92.61%	74.32%	124.61	Overutilization
<b>All Years</b>				
African Americans	0.86%	3.60%	23.87	* Underutilization
Hispanic Americans	0.00%	2.26%	0.00	* Underutilization
Asian Americans	0.00%	1.78%	0.00	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	2.48%	18.05%	13.76	* Underutilization
Non-M/WBE Firms	96.66%	74.32%	130.05	Overutilization

Source of Data: Permit data extracted from the County's and City's Permits and Enforcement Tracking System (PETS) and U.S. Bureau of the Census 2002, Survey of Business Owners, based on firms with paid employees.

<sup>1</sup> The percentage of construction valuation dollars is taken from the prime utilization exhibit shown in Section 6.3.1.

<sup>2</sup> The percentage of available contractors is taken from the availability exhibit shown in Section 6.5.1.

<sup>3</sup> The disparity index is the ratio of percent utilization to percent availability times 100.

\* An asterisk is used to indicate a substantial level of disparity (index below 80.00).

**Permits – City of Tallahassee**

This section reports disparity indices for city of Tallahassee commercial permits based on U.S. Census availability of firms within the racial, ethnic, and gender categories for firms with paid employees only.

**Exhibit 6-12** presents these findings based on availability of firms with paid employees only specializing in construction and construction-related services categorized as NAICS 23. African American-, Hispanic American-, Asian American- and nonminority women-owned firms were substantially underutilized as prime contractors in private commercial construction sector based on city of Tallahassee commercial permits data. From **Exhibit 6-12** MGT also finds that:

- Hispanic American-, Asian American-, and Native American-owned firms were not utilized.
- African American-owned firms were substantially underutilized as prime contractors, with a disparity index of 0.88.
- Nonminority women firms were substantially underutilized in each year, resulting in an overall disparity index of 5.66.
- Nonminority male firms were overutilized, having a 133.14 disparity index.

Based on County commercial permits data and U.S. Census availability of firms with paid employees only, it can be concluded that of those M/WBEs being analyzed, all M/WBEs were either not utilized or substantially underutilized on commercial construction projects at the prime contractor level and that, conversely, nonminority male-owned firms were overutilized.

**EXHIBIT 6-12**  
**DISPARITY ANALYSIS OF PRIVATE SECTOR PRIME CONTRACTORS**  
**IN THE COUNTY'S RELEVANT MARKET AREA**  
**BASED ON CENSUS DATA NAICS CODES 23 PAID EMPLOYEES ONLY**  
**AND CITY OF TALLAHASSEE COMMERCIAL PERMITS DATA**  
**OCTOBER 1, 2004, THROUGH SEPTEMBER 30, 2008**

<b>Business Owner Classification</b>	<b>% of Construction Value Dollars<sup>1</sup></b>	<b>% of Available Firms<sup>2</sup></b>	<b>Disparity Index<sup>3</sup></b>	<b>Disparate Impact of Utilization</b>
<b>2005</b>				
African Americans	0.00%	3.60%	0.00	* Underutilization
Hispanic Americans	0.00%	2.26%	0.00	* Underutilization
Asian Americans	0.00%	1.78%	0.00	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	0.26%	18.05%	1.43	* Underutilization
Non-M/WBE Firms	99.74%	74.32%	134.21	Overutilization
<b>2006</b>				
African Americans	0.00%	3.60%	0.00	* Underutilization
Hispanic Americans	0.00%	2.26%	0.00	* Underutilization
Asian Americans	0.00%	1.78%	0.00	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	3.54%	18.05%	19.60	* Underutilization
Non-M/WBE Firms	96.46%	74.32%	129.79	Overutilization
<b>2007</b>				
African Americans	0.00%	3.60%	0.00	* Underutilization
Hispanic Americans	0.00%	2.26%	0.00	* Underutilization
Asian Americans	0.00%	1.78%	0.00	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	0.05%	18.05%	0.26	* Underutilization
Non-M/WBE Firms	99.95%	74.32%	134.49	Overutilization
<b>2008</b>				
African Americans	0.11%	3.60%	3.08	* Underutilization
Hispanic Americans	0.00%	2.26%	0.00	* Underutilization
Asian Americans	0.00%	1.78%	0.00	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	0.09%	18.05%	0.48	* Underutilization
Non-M/WBE Firms	99.80%	74.32%	134.29	Overutilization
<b>All Years</b>				
African Americans	0.03%	3.60%	0.88	* Underutilization
Hispanic Americans	0.00%	2.26%	0.00	* Underutilization
Asian Americans	0.00%	1.78%	0.00	* Underutilization
Native Americans	0.00%	0.00%	N/A	N/A
Nonminority Women	1.02%	18.05%	5.66	* Underutilization
Non-M/WBE Firms	98.95%	74.32%	133.14	Overutilization

Source of Data: Permit data extracted from the County's and City's Permits and Enforcement Tracking System (PETS) and U.S. Bureau of the Census 2002, Survey of Business Owners, based on firms with paid employees.

<sup>1</sup> The percentage of construction valuation dollars is taken from the prime utilization exhibit shown in Section 6.3.1.

<sup>2</sup> The percentage of available contractors is taken from the availability exhibit shown in Section 6.5.1.

<sup>3</sup> The disparity index is the ratio of percent utilization to percent availability times 100.

\* An asterisk is used to indicate a substantial level of disparity (index below 80.00).

### **6.5.2 Permits – Subcontracts**

#### **Permits – Leon County**

This section reports disparity indices for County commercial permits data based on U.S. Census availability of firms (paid and non-paid employees) within the racial, ethnic, and gender categories. As **Exhibit 6-14** indicates, all M/WBE groups were substantially underutilized as subcontractors in private commercial construction. From **Exhibit 6-14** MGT also finds that:

- Hispanic American-, Asian American-, and Native American-owned firms were not utilized, thus resulting in substantial underutilization as subcontractors, with a disparity index of 0.
- African American-owned firms were substantially underutilized in each year, resulting in a disparity index of 0.45.
- Nonminority women-owned firms were substantially underutilized resulting in a disparity index of 3.67.
- Nonminority male-owned firms were overutilized resulting in a 146.83 disparity index.

**EXHIBIT 6-13**  
**DISPARITY ANALYSIS OF PRIVATE SECTOR SUBCONTRACTORS**  
**IN THE COUNTY'S MARKET AREA**  
**BASED ON CENSUS DATA NAICS CODE 23 AND**  
**COUNTY COMMERCIAL PERMITS DATA**  
**OCTOBER 1, 2004, THROUGH SEPTEMBER 30, 2008**  
**BASED ON PAID AND NON-PAID EMPLOYEES**

<b>Business Owner Classification</b>	<b>% of Construction Value Dollars<sup>1</sup></b>	<b>% of Available Firms<sup>2</sup></b>	<b>Disparity Index<sup>3</sup></b>	<b>Disparate Impact of Utilization</b>
<b>2005</b>				
African Americans	0.00%	9.59%	0.00	* Underutilization
Hispanic Americans	0.00%	3.02%	0.00	* Underutilization
Asian Americans	0.00%	2.59%	0.00	* Underutilization
Native Americans	0.00%	1.25%	0.00	* Underutilization
Nonminority Women	0.00%	27.84%	0.00	* Underutilization
Non-M/WBE Firms	100.00%	55.71%	179.51	Overutilization
<b>2006</b>				
African Americans	0.00%	9.59%	0.00	* Underutilization
Hispanic Americans	0.00%	3.02%	0.00	* Underutilization
Asian Americans	0.00%	2.59%	0.00	* Underutilization
Native Americans	0.00%	1.25%	0.00	* Underutilization
Nonminority Women	0.00%	27.84%	0.00	* Underutilization
Non-M/WBE Firms	100.00%	55.71%	179.51	Overutilization
<b>2007</b>				
African Americans	0.00%	9.59%	0.00	* Underutilization
Hispanic Americans	0.00%	3.02%	0.00	* Underutilization
Asian Americans	0.00%	2.59%	0.00	* Underutilization
Native Americans	0.00%	1.25%	0.00	* Underutilization
Nonminority Women	0.00%	27.84%	0.00	* Underutilization
Non-M/WBE Firms	100.00%	55.71%	179.51	Overutilization
<b>2008</b>				
African Americans	0.00%	9.59%	0.00	* Underutilization
Hispanic Americans	0.00%	3.02%	0.00	* Underutilization
Asian Americans	0.00%	2.59%	0.00	* Underutilization
Native Americans	0.00%	1.25%	0.00	* Underutilization
Nonminority Women	0.00%	27.84%	0.00	* Underutilization
Non-M/WBE Firms	93.03%	55.71%	167.00	Overutilization
<b>All Years</b>				
African Americans	0.00%	9.59%	0.00	* Underutilization
Hispanic Americans	0.00%	3.02%	0.00	* Underutilization
Asian Americans	0.00%	2.59%	0.00	* Underutilization
Native Americans	0.00%	1.25%	0.00	* Underutilization
Nonminority Women	2.48%	27.84%	8.92	* Underutilization
Non-M/WBE Firms	96.20%	55.71%	172.69	Overutilization

Source of Data: Permit data extracted from the County's and City's Permits and Enforcement Tracking System (PETS) and U.S. Bureau of the Census 2002, Survey of Business Owners, based on firms with paid and non-paid employees.

<sup>1</sup> The percentage of construction valuation dollars is taken from the subcontractor utilization exhibit shown in Section 6.3.1.

<sup>2</sup> The percentage of available contractors is taken from the availability exhibit shown in Section 6.5.1.

<sup>3</sup> The disparity index is the ratio of percent utilization to percent availability times 100.

\* An asterisk is used to indicate a substantial level of disparity (index below 80.00).

**Permits – City of Tallahassee**

This section reports disparity indices for city of Tallahassee commercial permits data based on U.S. Census availability of firms (paid and non-paid employees) within the racial, ethnic, and gender categories. As **Exhibit 6-14** indicates, all M/WBE groups were substantially underutilized as subcontractors in private commercial construction. From **Exhibit 6-14** MGT also finds that:

- Hispanic American-, Asian American-, and Native American-owned firms were not utilized, thus resulting in substantial underutilization as subcontractors, with a disparity index of 0.
- African American-owned firms were substantially underutilized in each year, resulting in a disparity index of 0.45.
- Nonminority women-owned firms were substantially underutilized in each year, resulting in a disparity index of 3.67.
- Nonminority male-owned firms were overutilized, having a 146.83 disparity index.

**EXHIBIT 6-14**  
**DISPARITY ANALYSIS OF PRIVATE SECTOR SUBCONTRACTORS**  
**IN THE COUNTY'S MARKET AREA**  
**BASED ON CENSUS DATA NAICS CODE 23 AND**  
**CITY OF TALLAHASSEE COMMERCIAL PERMITS DATA**  
**OCTOBER 1, 2004, THROUGH SEPTEMBER 30, 2008**  
**BASED ON PAID AND NON-PAID EMPLOYEES**

<b>Business Owner Classification</b>	<b>% of Construction Value Dollars<sup>1</sup></b>	<b>% of Available Firms<sup>2</sup></b>	<b>Disparity Index<sup>3</sup></b>	<b>Disparate Impact of Utilization</b>
<b>2005</b>				
African Americans	0.20%	9.59%	2.11	* Underutilization
Hispanic Americans	0.00%	3.02%	0.00	* Underutilization
Asian Americans	0.00%	2.59%	0.00	* Underutilization
Native Americans	0.00%	1.25%	0.00	* Underutilization
Nonminority Women	5.67%	27.84%	20.36	* Underutilization
Non-M/WBE Firms	94.13%	55.71%	168.98	Overutilization
<b>2006</b>				
African Americans	0.08%	9.59%	0.81	* Underutilization
Hispanic Americans	0.00%	3.02%	0.00	* Underutilization
Asian Americans	0.00%	2.59%	0.00	* Underutilization
Native Americans	0.00%	1.25%	0.00	* Underutilization
Nonminority Women	49.34%	27.84%	177.23	Overutilization
Non-M/WBE Firms	50.59%	55.71%	90.81	Underutilization
<b>2007</b>				
African Americans	0.00%	9.59%	0.00	* Underutilization
Hispanic Americans	0.00%	3.02%	0.00	* Underutilization
Asian Americans	0.00%	2.59%	0.00	* Underutilization
Native Americans	0.00%	1.25%	0.00	* Underutilization
Nonminority Women	0.26%	27.84%	0.92	* Underutilization
Non-M/WBE Firms	99.74%	55.71%	179.05	Overutilization
<b>2008</b>				
African Americans	0.00%	9.59%	0.00	* Underutilization
Hispanic Americans	0.00%	3.02%	0.00	* Underutilization
Asian Americans	0.00%	2.59%	0.00	* Underutilization
Native Americans	0.00%	1.25%	0.00	* Underutilization
Nonminority Women	2.77%	27.84%	9.96	* Underutilization
Non-M/WBE Firms	97.23%	55.71%	174.54	Overutilization
<b>All Years</b>				
African Americans	0.04%	9.59%	0.45	* Underutilization
Hispanic Americans	0.00%	3.02%	0.00	* Underutilization
Asian Americans	0.00%	2.59%	0.00	* Underutilization
Native Americans	0.00%	1.25%	0.00	* Underutilization
Nonminority Women	1.02%	27.84%	3.67	* Underutilization
Non-M/WBE Firms	81.79%	55.71%	146.83	Overutilization

Source of Data: Permit data extracted from the County's and City's Permits and Enforcement Tracking System (PETS) and U.S. Bureau of the Census 2002, Survey of Business Owners, based on firms with paid and non-paid employees.

<sup>1</sup> The percentage of construction valuation dollars is taken from the subcontractor utilization exhibit shown in Section 6.3.1.

<sup>2</sup> The percentage of available contractors is taken from the availability exhibit shown in Section 6.5.1.

<sup>3</sup> The disparity index is the ratio of percent utilization to percent availability times 100.

\* An asterisk is used to indicate a substantial level of disparity (index below 80.00).

**6.6 Comparison of the County's Utilization of M/WBE Contractors with M/WBE Businesses Utilization in the Private Sector**

**Exhibit 6-15** reports M/WBE and nonminority male-owned firm utilization of prime contractors and subcontractors for public sector construction projects awarded by the County from October 1, 2004 through September 30, 2008 and compares this with private commercial construction utilization calculated from County- and city of Tallahassee-construction permit information for the County's local market area. **Exhibit 6-15** summarizes findings from all three data sets for firm utilization at the prime contractor level based on the County's expenditure data (Banner financial system), and, at the subcontractor level, compares public sector utilization with private sector utilization based on the County's and city of Tallahassee's permit data.

**EXHIBIT 6-15**  
**COMPARISON OF M/WBE UTILIZATION PERCENTAGE OF DOLLARS**  
**PRIVATE COMMERCIAL CONSTRUCTION**  
**WITH THE COUNTY PUBLIC SECTOR CONSTRUCTION**  
**(EXPENDITURE AND CONTRACT AWARD DATA)**  
**OCTOBER 1, 2004, THROUGH SEPTEMBER 30, 2008**

Business Category/Data Source	African American	Hispanic American	Asian American	Native American	Nonminority Women	M/WBE Firms	Non-M/WBE Firms
<b>Prime Contractors</b>							
Leon County Construction Prime Contractors (Based on Expenditure Data Only)	3.46%	0.00%	0.00%	0.00%	12.86%	16.32%	83.68%
Private Construction Prime Contractors (Leon County, Florida Building Permits)	0.86%	0.00%	0.00%	0.00%	2.48%	3.34%	96.66%
Private Construction Prime Contractors (City of Tallahassee, Florida Building Permits)	0.03%	0.00%	0.00%	0.00%	1.02%	1.05%	98.95%
<b>Subcontractors</b>							
Leon County Construction Subcontractors (Overall Subcontractor Level) <sup>1</sup>	10.12%	1.64%	0.00%	0.05%	1.16%	12.97%	87.03%
Private Construction Subcontractors (Leon County, Florida Building Permits)	0.00%	0.00%	0.00%	0.05%	3.80%	3.80%	96.20%
Private Construction Subcontractors (City of Tallahassee, Florida Building Permits)	0.04%	0.00%	0.00%	0.00%	18.16%	18.21%	81.79%

Source: The Leon County public sector data (expenditure and contract award), Leon County permit data, and City of Tallahassee permit data.

From **Exhibit 6-15**, at the construction prime contractor level, MGT finds M/WBEs received more than 16 percent (16.32%) of the dollars, based on expenditure data. At the construction prime contractor level, M/WBE utilization was much greater in the public sector (Leon County expenditure data) than in the private sector. Based on the permit data analyzed, M/WBE utilization was more than 3 percent (3.34%) and slightly more than 1 percent (1.05%) based on County-provided commercial permits. Moreover, at the prime level for both permit data sets, based on matches with M/WBE vendor lists, of the



M/WBE prime contractor activity, nonminority women-owned firms had the highest share of utilization.

As for construction subcontractors, MGT finds that M/WBEs received .38 percent and 18 percent (18.21%) of the County- and city of Tallahassee-provided permits related to subcontractor-level activity. Based on the County's data, M/WBE utilization was substantially higher at 20 percent (12.97%) than in the private sector based on Leon County permit data.

## **6.7 Conclusions**

**Exhibits 6-15** presented a summary of prime and subcontractor vendor utilization by racial/ethnic/gender category, comparing M/WBE utilization for the County construction projects with private sector commercial construction projects from October 1, 2004 through September 30, 2008. Based on identified M/WBEs for both public sector and private sector construction projects, substantial M/WBE underutilization was evident in both sectors. On the other hand, according to findings from permit data, M/WBE prime contractors fared better in the public sector, which includes the County, but were substantially underutilized in some race/ethnicity/gender classifications nonetheless. Furthermore, M/WBE subcontractors fared better in the public sector as opposed to the private sector, based on permit data<sup>8</sup>.

Due to exclusionary laws and years of discrimination, M/WBEs have entered the marketplace only recently, from a historical perspective, when compared with nonminority male-owned firms. They thus tend to be smaller than more established and older nonminority male-owned firms. These factors, in turn, limits their capacity not only to undertake large-scale construction projects but also to access capital and other advantages in bonding and insurance available to larger, more established firms. This conclusion is underscored by findings from the analysis of race/ethnicity/gender effects on the propensity for self-employment and self-employment earnings that suggest that M/WBEs are treated differently than their majority counterparts in the marketplace and that this difference in treatment affects rates of M/WBE business formation and earning capacity.

However, capacity alone is not a sufficient explanation for these differences, especially at the subcontractor level in the construction industry, where capacity is a lesser consideration and availability far exceeds the record of utilization, particularly in the private sector. When private sector M/WBE utilization at the subcontractor level for commercial building projects is only a fraction of public sector M/WBE utilization, there is a strong argument that nonminority firms utilized for public sector construction projects employ M/WBE subcontractors only because the municipality encourages them to do so as a condition of winning a given public contract. If M/WBE subcontractor utilization is all but absent in the private sector and the County does not require contractors who apply for public sector construction projects to demonstrate a "good faith" record of their efforts to utilize M/WBE subcontractors in the private sector as well, credence may be given to the proposition established in *Croson* that government, however effective its own M/WBE policies, may be a passive participant in private sector discrimination.

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<sup>8</sup> Excluding the permit data analyses, based on the city of Tallahassee commercial permit data at the subcontractor level.

## **7.0 SELECTED BEST PRACTICES**

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## **7.0 SELECTED BEST PRACTICES**

### **7.1 Small Business Enterprise Prime Contractor Programs**

#### **7.1.1 Small Business Enterprise Set-Asides**

The federal government aims to set aside every acquisition of goods and services anticipated to be between \$2,500 and \$100,000 for small business enterprises (SBEs). In response to litigation and state constitutional amendments limiting affirmative action, such as Proposition 209, many agencies have adopted SBE programs. A number of agencies (Phoenix, Arizona; Broward County, Florida; Miami-Dade County, Florida; Tampa, Florida; North Carolina Department of Transportation; Port Authority of New York and New Jersey) set aside contracts for SBEs.

**North Carolina Department of Transportation (NCDOT).** In the NCDOT program, small contractors are defined as firms with less than \$1.5 million in revenue. There is a small contractor goal of \$2 million for each of the 14 NCDOT divisions. The current cap on project size for small contractors is \$500,000. For contracts less than \$500,000, NCDOT can solicit three informal bids from SBEs.<sup>1</sup> North Carolina law permits the waiving of bonds and licensing requirements for these small contracts let to SBEs.<sup>2</sup> In 2002, M/WBEs won over 35 percent of SBE contract awards.<sup>3</sup>

**City of Phoenix, Arizona.** The city of Phoenix, which uses the United States Small Business Administration (SBA) small business size standards, has a modest SBE set-aside program. The SBE program only accounted for 0.5 percent of total M/WBE utilization in construction subcontracting, and 0.2 percent of total M/WBE utilization in goods and supplies. However, there was strong M/WBE utilization in the city SBE program. In the SBE program, over 92.9 percent and 89.1 percent of the dollars went to M/WBEs in construction subcontracting and goods and supplies, respectively. Firms that were certified as both M/WBEs and SBEs were awarded \$98.1 million in contract dollars.

Other SBE set-asides include:

- The city of Tampa, Florida, has an SBE set-aside program for firms with less than 25 employees and less than \$2 million in revenue.<sup>4</sup>
- The city of San Diego, California, set aside all construction contracts up to \$250,000.
- Sacramento Municipal Utility District (SMUD) set aside contracts up to \$50,000.
- Hillsborough County, Florida, set aside construction contracts up to \$200,000.

<sup>1</sup> NCGS § 136-28.10(a).

<sup>2</sup> NCGS § 136-28.10(b).

<sup>3</sup> NCDOT, Small Business Enterprise Program (April 1, 2002).

<sup>4</sup> Small Business Enterprise (SBE) Program Executive Order No. 2002-48 (December 18, 2002).

- Orlando Orange County Expressway Authority's (OOCEA) Micro Contracts Program set aside construction, maintenance, professional services, or other services that are expected to cost less than \$200,000 or electrical services expected to cost less than \$50,000. OOCEA adopted a joint-check policy to assist small firms with trade credit in the program.

### **7.1.2 Small Business Enterprise Bid Preferences**

A number of agencies have bid preferences for SBEs (Miami-Dade County, Florida; Port Authority of New York and New Jersey; SMUD; city of Sacramento, California; city of Oakland, California; East Bay Municipal Utility District; San Francisco, California). SBE bid preferences operate along similar lines as M/WBE bid preferences. A typical example is a bid preference of 5 percent on contracts under \$100,000 (Sacramento, California; SMUD; Los Angeles County, California).

**Port of Portland Bid Preferences for Small Business.** The Port of Portland (Port) found that a bid preference of 5 percent had no impact on contract outcomes, but a bid preference of 10 percent did impact contract outcomes.

### **7.1.3 Other SBE Prime Contractor Assistance**

**City of Charlotte, North Carolina.** The city of Charlotte has a comprehensive SBE program including SBE set-asides and business assistance. In addition, the city of Charlotte sets department goals for SBE utilization, sets SBE goals on formal and informal contracts, and makes SBE utilization part of department performance review utilization numbers.

**North Carolina Department of Transportation Fully Operated Rental Agreements.** Under these arrangements a firm may bid an hourly rate for using certain equipment and the necessary staff. In these field-let contracts, engineers select the firm with the appropriate equipment and the lowest bid rate. If that firm is not available, the engineers select the next lowest hourly rate. This rental agreement technique is used primarily to supplement equipment in the event of NCDOT equipment failure or peak demand for NCDOT services. The rental agreement technique is attractive to small contractors because the typical small firm has much better knowledge of its own hourly costs than it does of the costs to complete an entire project.

**Florida Department of Transportation (Florida DOT) Business Development Initiative.** The Florida DOT has just undertaken a stepped-up small business initiative with the following principle components:

- Reserving certain construction, maintenance, and professional services contracts for small businesses.
- Providing bid preference points to small businesses, and to firms offering subcontracts to small businesses on professional services contracts.
- Waiving performance and bid bond requirements for contracts under \$250,000.

- Using a modified pre-qualification process for certain construction and maintenance projects.

**Port Authority of New York and New Jersey (Port Authority) Financial Advisors Program.** The Port Authority has encouraged the use of M/WBEs in finance through its financial advisory call-in program, which targets small firms to serve as a pool of advisors for the Port Authority Chief Financial Officer. The financial advisors address debt issuance, financial advisory services, real estate transactions, and green initiatives. There are three to four firms in each of these categories in the financial advisory call-in program.

## **7.2 HUBZones**

Another variant of an SBE program provides incentives for SBEs located in distressed areas. For example, under the *Small Business Reauthorization Act of 1997*, the federal government started the federal HUBZone program. A HUBZone firm is a small business that is: (1) owned and controlled by U.S. citizens; (2) has at least 35 percent of its employees who reside in a HUBZone; and (3) has its principal place of business located in a HUBZone.<sup>5</sup> HUBZone programs can serve as a vehicle for encouraging M/WBE contract utilization. Nationally, there are 5,357 women and minority HUBZone firms, representing 56.2 percent of total HUBZone firms.<sup>6</sup>

**City of New York, New York.** The city of New York has a HUBZone type program providing subcontracting preferences to small construction firms (with less than \$2 million in average revenue) that either perform 25 percent of their work in economically distressed areas or for which 25 percent of their employees are economically disadvantaged individuals.<sup>7</sup>

**State of California.** The state of California provides a 5 percent preference for a business work site located in state enterprise zones and an additional 1 to 4 percent preference (not to exceed \$50,000 on goods and services contracts in excess of \$100,000) for hiring from within the enterprise zone.<sup>8</sup>

**Miami-Dade County, Florida.** Miami-Dade County has a Community Workforce Program that requires all Capital Construction Projects contractors to hire 10 percent of their workforce from Designated Target Areas (which include Empowerment Zones, Community Development Block Grant Eligible Block Groups, Enterprise Zones, and Target Urban Areas) in which the Capital Project is located.<sup>9</sup>

It is worth noting that some agencies have implemented HUBZone type programs and then terminated them, including New Jersey in the 1980s and Seattle, Washington's, BOOST program in 2001.

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<sup>5</sup> 13 C.F.R. 126.200 (1999).

<sup>6</sup> Based on the SBA pro-net database located at <http://pro-net.sba.gov/pro-net/search.html>.

<sup>7</sup> New York Administrative Code § 6-108.1. For a description of the New York local business enterprise program see <http://www.nyc.gov/html/sbs/html/lbe.html>.

<sup>8</sup> Cal Code Sec 4530 *et seq.*

<sup>9</sup> Miami Ordinance 03-237.

### **7.3 Small Business Enterprise Program for Subcontracts**

#### **7.3.1 Small Business Enterprise Project Goals**

**City of Charlotte, North Carolina.** The city of Charlotte sets SBE projects goals for contracts.<sup>10</sup> The city has waiver provisions for bidders, but has rejected bids for bidder noncompliance with the SBE program. Other SBE subcontractor goal programs include:

- Oakland, California – 50 percent local SBE.
- New Jersey – 25 percent (up from 15 percent).
- Connecticut – 25 percent SBE.
- Sacramento County, California – 25 percent SBE.
- San Antonio, Texas – 50 percent SBE.

#### **7.3.2 Mandatory Subcontracting**

As part of their SBE subcontracting program, some agencies impose mandatory subcontracting clauses which would promote SBE utilization and be consistent with industry practice.

**City of Columbia, South Carolina.** The city of Columbia Subcontractor Outreach Program established in 2003 applies to city contracts of \$200,000 or more. A prime must subcontract a minimum percentage of its bid. The minimums are set out in **Exhibit 7-1**.

#### **EXHIBIT 7-1 MINIMUM SUBCONTRACTING REQUIREMENTS FOR COLUMBIA SUBCONTRACTOR OUTREACH PROGRAM**

<b>Projects</b>	<b>Minimum Subcontracting</b>
Parks	20%
Pipelines (water and sewer)	20%
Pump Stations	20%
Street Improvements	20%
Traffic Signals/Street Lighting	20%
Buildings Project by Project	Not to exceed 49%
Miscellaneous Projects	20%

Source: City of Columbia, Subcontracting Outreach Program (March 2003).

Bidders must make affirmative efforts in outreach to DBEs, Disabled Veteran Business Enterprises (DVBEs), and Other Business Enterprises (OBEs) (defined as a business that does not qualify as either a DBE or a DVBE). A bidder will be deemed non-responsive for failure to meet the subcontractor goal, failure to document their outreach efforts, or failure to meet 80 out of 100 points for good faith efforts. Points are granted on a pass/fail basis, awarding either zero or full points.

<sup>10</sup> A description of the Charlotte SBE program can be found at [www.charmeck.org/Departments/Economic+Development/Small+Business/Home.htm](http://www.charmeck.org/Departments/Economic+Development/Small+Business/Home.htm).

**City of San Diego, California.** As part of its Subcontractor Outreach Program, San Diego requires mandatory outreach, mandatory use of subcontractors, and mandatory submission of an outreach document. Whether a contract has mandatory subcontracting is determined by the engineer on the project.

**Contra Costa County, California.** The Contra Costa County Outreach Program sets mandatory subcontracting minimums on a contract-by-contract basis.<sup>11</sup> The Contra Costa County Outreach Program requires that M/WBEs be considered by contractors as possible sources of supply and subcontracting opportunities.

### **7.3.3 Listing of Subcontractors**

The listing of subcontractors reduces the possibility of bid shopping. This also assists the city during the submission review process, goal-setting process, and goal attainment review, and assists with avoiding administrative issues of handling noncompliance after contract award.

### **7.3.4 Subcontractor Disclosure and Substitution**

**State of Oregon.** Under Oregon law, bidders are required to disclose first-tier subcontractors that will be furnishing labor for the project and have a contract value greater than or equal to 5 percent of the bid or \$15,000 (whichever is greater), or \$350,000 regardless of the percentage of the total project.<sup>12</sup> First-tier subcontractor disclosure does not apply to contracts below \$100,000, or contracts exempt from competitive bidding requirements.<sup>13</sup> Bidders are not required to disclose the race or gender of the first-tier subcontractors.

Bidders are allowed to substitute subcontractors.<sup>14</sup> The subcontractor substitution statute provides standards sufficient for cause regarding subcontractor substitution, including subcontractor bankruptcy, poor performance, inability to meet bonding requirement, licensing deficiencies, ineligibility to work based upon applicable statutes, and for “good cause” as defined by the Construction Contractors Board.<sup>15</sup> The statute provides a process by which subcontractors can issue complaints about substitutions. Violation of subcontractor substitution rules may result in civil penalties.<sup>16</sup>

## **7.4 Disadvantaged Business Enterprise Programs**

Following the federal model, some agencies have added DBE programs.<sup>17</sup> SBE programs focus on the disadvantage of the business, HUBZone programs focus on the disadvantage of the business location, and DBE programs focus on the disadvantage of the individual operating the business.

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<sup>11</sup> Contra Costa County, Outreach Program, Ordinance Section 3-2 et seq.

<sup>12</sup> ORS § 279C.370(1)(a)(A),(B).

<sup>13</sup> ORS § 279C.370(1)(c),(d).

<sup>14</sup> ORS § 279C.370(5), ORS § 279C.585.

<sup>15</sup> ORS § 279C.585.

<sup>16</sup> ORS § 279C.590.

<sup>17</sup> DBE programs and Airport Concession Disadvantaged Enterprise (ACDBE) programs are required to be developed and implemented as a part of the federal funding process.

**State of North Carolina.** The state of North Carolina changed the definition of minority used in the state minority construction program to include socially and economically disadvantaged individuals, as defined in the federal rules.<sup>18</sup> Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities.<sup>19</sup> Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area that are not socially disadvantaged.<sup>20</sup> This rule permits firms certified under the federal 8(a), DBE, and small disadvantaged business enterprise (S/DBE) programs to be certified as a minority firm in North Carolina. This rule also implies that firms owned by majority males are eligible for the program as there are firms owned by majority males that qualify for the 8(a), DBE, and S/DBE programs by making an individual showing of their social and economic disadvantage.

**Milwaukee Emerging Business Enterprise Program.** The city of Milwaukee, Wisconsin, defines disadvantage along six dimensions:

- Disadvantage with respect to education.
- Disadvantage with respect to location.
- Disadvantage with respect to employment.
- Social disadvantage (lack of traditional family structure, impoverished background, and related issues).
- Lack of business training.
- Economic disadvantage (credit issues, inability to win contracts, and related issues).

The city of Milwaukee defines an emerging business as a business owned by an individual satisfying the sixth dimension of disadvantage and three out of the five other dimensions of disadvantage.<sup>21</sup> The city of Milwaukee has set a goal of 18 percent spending with emerging businesses, including both prime contracting and subcontracting.

## **7.5 Bidder Rotation**

Some political jurisdictions use bidder rotation schemes to limit habit purchases from majority firms and to ensure that M/WBEs have an opportunity to bid along with majority firms. A number of agencies, including the city of Indianapolis, Indiana; Fairfax County, Virginia; the Port Authority of New York and New Jersey; and Miami-Dade County,

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<sup>18</sup> NC GS § 143-128.2(g).

<sup>19</sup> 15 USC 637(a)(5).

<sup>20</sup> 15 USC 637(a)(6)(A).

<sup>21</sup> Milwaukee Ordinance, Emerging Business Enterprise Program, 360-01 (12).



Florida, use bid rotation to encourage M/WBE utilization, particularly in architecture and engineering (A&E). Some examples of bidder rotation from other agencies include:

**Miami-Dade County, Florida.** Miami-Dade County uses small purchase orders for the Community Business Enterprise program and rotates on that basis. In addition, Miami-Dade County utilizes an Equitable Distribution Program, whereby a pool of qualified A&E professionals are rotated awards of county miscellaneous A&E services as prime contractors and subcontractors.

**DeKalb County, Georgia.** DeKalb County has used a form of bidder rotation called a bidder box system to promote M/WBE utilization. This system selects a group of bidders from the list of county registered vendors to participate in open market procurements. Under the bidder rotation system, the buyer identifies the commodity or service by entering an item box number. Using this item box, the computer selects five to six firms. The lowest responsible bidder is awarded the contract. M/WBEs were afforded an increased number of bid opportunities than would ordinarily be the case with a sequential selection process.

**Port Authority of New York and New Jersey.** The Port Authority has a Quick Bid rotation system for small contracts less than \$500,000. In this program, the agency solicits bids via telephone and fax from a minimum of six contractors on a rotating basis. The period between bid, award, and contract start is generally not more than six weeks. Bidders are provided free construction documents with which to prepare their bids.<sup>22</sup>

## **7.6 Outreach**

**Bexar County, Texas, Small, Minority, and Women Business Owners Conference.** Bexar County, in conjunction with the city of San Antonio, has sponsored annual Small, Minority, and Women Business Owners conferences since 2001. The conferences have been co-sponsored by the Central and South Texas Minority Business Council in conjunction with a number of major corporations, including Dell, Toyota, and AT&T. Typically, conference workshops have addressed the following:

- Doing business with federal, state, and local agencies, and the private sector.
- Access to capital.
- Human resources.
- Franchising.
- Management.
- Veterans.
- Responding to bids and RFPs.

Registered attendees grew from 1,200 in 2001 to 2,400 in 2006; estimated total attendance grew from 1,800 in 2001 to 5,000 in 2006. The number of exhibitors grew from 75 in 2001 to 180 in 2006.<sup>23</sup> Virtually all the major local agencies, loan providers, business development providers, and chambers of commerce participate in the

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<sup>22</sup> Port Authority of NY & NJ, Engineering Department, *2002 Construction Program*, at 8.

<sup>23</sup> Small, Minority, and Women Business Owners (S/M/WBO) Conference, Frequently Asked Questions, at 6.

conference along with a number of major corporations. The conference budget for 2007 was \$250,000.

### **7.7 Construction Management, Request for Proposals, and Design-Build**

One method of debundling in construction is through the use of multiprime construction contracts in which a construction project is divided into several prime contracts that are then managed by a construction manager-at-risk. For example, this approach has been used on projects where each prime contractor is responsible for installation and repair in particular areas. The construction manager is responsible for obtaining materials at volume discounts based upon total agency purchases. If one contractor defaults, a change order is issued to another prime contractor working in an adjacent area. The construction manager-at-risk is responsible for cost overruns that result from prime contractor default.

Construction management also facilitates the rotation of contracts within an area of work. For example, if several subcontractors have the capacity of bidding on an extended work activity such as concrete flat work, traffic control, or hauling, the construction manager can rotate contracting opportunities over the duration of the activity.

Using a request for proposal (RFP) process can provide the flexibility for including M/WBE participation in prime contractor requirements and selection. One of the nonfinancial criteria can be the proposer's approach and past history with M/WBE subcontractor utilization as well as women and minority workforce participation. A number of agencies (Fulton County, Georgia, New Jersey Transit, Washington Metropolitan Transit, and many major airports) have a mandate for construction managers to include a team member to perform the function of the M/WBE office staff.

A number of universities around the country, the Charlotte-Mecklenburg School System, North Carolina; the Tri-County Metropolitan Transportation District of Oregon; the city of Phoenix; Arizona, and the city of Columbia, South Carolina, have had some success with this approach.<sup>24</sup>

### **7.8 Outsourcing**

**City of Indianapolis, Indiana.** The city of Indianapolis increased M/WBE utilization through privatization. The city prioritized outsourcing in procurement areas where minority businesses had particular expertise and experience. The city claims to have been particularly successful in contracting out street repair.

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<sup>24</sup> Federal Transit Administration, *Lessons Learned #45* (May 2002).  
[www.fta.dot.gov/library/program/ll/man/ll45.html](http://www.fta.dot.gov/library/program/ll/man/ll45.html)

## **7.9 Race-Neutral Joint Ventures**

**City of Atlanta, Georgia.** The city of Atlanta requires establishment of joint ventures on large projects of over \$10 million.<sup>25</sup> Primes are required to create a joint venture with a firm from a different ethnic/gender group in order to ensure prime contracting opportunities for all businesses. This rule applies to women and minority firms as well as nonminority firms. This rule has resulted in tens of millions of dollars in contract awards to women- and minority-owned firms.

**Washington Suburban Sanitation Commission (WSSC).** The WSSC Competitive Business Demonstration Project requires joint ventures between a local SBE and an established firm in procurement areas that do not generate enough bids.

## **7.10 Combined Race-Neutral and Race-Conscious Programs**

A number of agencies (Tampa, Florida; Phoenix, Arizona; Charlotte, North Carolina; Hillsborough County, Florida; Jacksonville, Florida; Port Authority of New York and New Jersey; and Connecticut) combine race-neutral and race-conscious program features.

**City of Saint Paul, Minnesota.** The city of Saint Paul Vendor Outreach Program requires that contractors document their solicitation of bids, in addition to listing subcontracting opportunities, from SBEs, MBEs, and WBEs attending pre-bid conferences and seeking assistance from M/WBE organizations.<sup>26</sup> Saint Paul achieved 10.4 percent SBE spending (out of \$113.2 million in total spending). In the SBE program, 62.5 percent of SBE spending went to WBEs, 21.2 percent to nonminority males, and 16.3 percent to MBEs.<sup>27</sup>

**City of Jacksonville, Florida.** The city of Jacksonville implemented a hybrid program by establishing a declining schedule of race-conscious targets.<sup>28</sup> In the first program year, Jacksonville proposes to meet 70 percent of its M/WBE goal with race-conscious means, the second year, 50 percent, and the third year, 25 percent. At the end of the three-year period the program is to be evaluated.

**State of Connecticut.** The state of Connecticut reserves 25 percent of its SBE contracts for M/WBEs.

## **7.11 Management and Technical Services**

A number of agencies hire an outside management and technical assistance provider to provide needed technical services related to business development and performance. Such a contract can be structured to include providing incentives to produce results, such as the number of M/WBEs being registered as qualified vendors with agencies, the number of M/WBEs graduating from subcontract work to prime contracting, and rewarding firms that utilize M/WBEs in their private sector business activities.

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<sup>25</sup> City of Atlanta Ordinance Sec. 2-1450 and Sec. 2-1451.

<sup>26</sup> City of St. Paul, Vendor Outreach Program, Ordinance 84.08, .09

<sup>27</sup> City of St. Paul, *Vendor Outreach Program Detailed Report*, FY 2004, at 6.

<sup>28</sup> City of Jacksonville, Executive Order No. 04-02.

**Port Authority of New York and New Jersey.** The Port Authority has a three-year fee-for-service contract with the Regional Alliance for Small Contractors capped at \$275,000.<sup>29</sup> Previously, the contract was a flat grant, but it was changed to a fee-for-service arrangement to reward creative uses of financial resources.

## **7.12 Certification**

### **7.12.1 Size Standards for Certification**

**State of Oregon.** The state of Oregon has a two-tier system for small business certification. A tier one firm employs fewer than 20 full-time equivalent employees and has average annual gross receipts for the last three years that do not exceed \$1.5 million for construction, or \$600,000 for non-construction. A tier two firm employs fewer than 30 full-time equivalent employees and has average annual gross receipts for the last three years that do not exceed \$3 million for construction, or \$1 million for non-construction.<sup>30</sup> An emerging small business cannot be a subsidiary or a franchise. In 2006, small business program participation was extended from seven to 12 years.<sup>31</sup>

**State of New Jersey.** For the state of New Jersey, there are separate size standards for small businesses and emerging small businesses. For large projects, the state of New Jersey carves out portions of the contract for both tiers of small business. Thus, a single solicitation requires that the prime spend a certain percentage of the contract with small firms and another percentage with emerging small firms. Along related lines, the federal government sets aside contracts for bidding only amongst small firms, and other contracts may be set aside for bidding only by emerging small firms.

**Federal Government.** The federal government has the additional categories:

- Emerging Small Business, defined as being 50 percent of the SBA size standards.
- Very Small Business, defined as fewer than 15 employees and less than \$1 million in revenue.

### **7.12.2 Personal Net Worth Limits**

The United States Department of Transportation DBE personal net worth limit of \$750,000 is a standard net worth requirement employed by many local agencies. The USDOT net worth limit excludes the owner's home and business equity in determining net worth.

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<sup>29</sup> The Regional Alliance was started in 1989. For general background on the Regional Alliance see Timothy Bates, "Case Studies of City Minority Business Assistance Programs," report for the U.S. MBDA, September 1993.

<sup>30</sup> OAR 445-050-0115.

<sup>31</sup> OAR 445-050-0135.

### **7.13 Economic Development Projects**

A number of cities (including Atlanta, Georgia; Jersey City, New Jersey; and Saint Paul, Minnesota) have encouraged private sector M/WBE utilization by one of two methods: (1) asking prospective bidders to report their private sector M/WBE utilization, and (2) setting aspirational goals for private sector projects with significant city tax incentives, such as tax allocation districts and community improvement districts. The city of Oakland, California, Local Small Business Enterprise Program also provides bid preferences to SBEs on tax-assisted projects. Saint Paul and Jersey City have separate offices negotiating, tracking, and managing M/WBE participation on development projects.

**Bexar County Tax Phase-In Agreements.** M/W/SBE participation was added to the county tax incentive policy in 2004. The county currently considers tax abatements of up to 40 percent on qualified real property improvements and new personal property investment.<sup>32</sup> Property taxes are 80 percent of county revenue. The county considers an increased property tax abatement of up to 80 percent based on other project criteria. This criteria includes hiring 25 percent of positions created with county residents, hiring 25 percent economically disadvantaged or dislocated individuals, practicing sound environmental practices, and dividing work to the extent practical to assist M/W/SBEs in obtaining contracts. Applicants are encouraged to award 20 percent of projects to M/WBEs and 30 percent to certified small businesses.<sup>33</sup> Currently, there are no similar M/W/SBE policies for tax increment financing (TIF) subsidy.<sup>34</sup>

In a Tax Phase-In Agreement for Lowe's Home Centers, Lowe's agreed to:

- Use good faith efforts to include certified M/WBEs.
- Work in good faith to set construction and operational services goals for M/WBEs based on M/WBE availability.
- Establish a mutually agreed upon M/WBE reporting format.

The agreement acknowledged that although Lowe's still has national contracts it must comply with, and retained the right to choose any vendor, they have agreed to explore subcontracting opportunities.<sup>35</sup>

In a HEB Grocery Tax Phase-In Agreement, HEB Grocery committed to 20 percent M/WBE participation and 10 percent SBE participation.<sup>36</sup> This was in addition to agreeing to hire 25 percent from Bexar County and 25 percent from economically disadvantaged or dislocated workers.

<sup>32</sup> The County Tax Phase-In Policy is currently being revised.

<sup>33</sup> Bexar County Economic Development & Special Programs Office, Tax Phase-In Guidelines for Bexar County and the city of San Antonio, effective June 15, 2006 through June 14, 2008, adopted February 28, 2006. Not all agreements include M/W/SBE objectives. For examples, the Kautex Tax Phase In Agreement did not address M/W/SBE policy. See Bexar County, Tax Phase-In Agreement (Kautex), December 20, 2005.

<sup>34</sup> Bexar County, Texas, Tax Increment Financing and Reinvestment Zone (TIF/TIRZ), Guidelines and Criteria, Commissioner's Court Amended and Approved: August 23, 2005.

<sup>35</sup> Bexar County, Tax Phase-In Agreement (Lowe's), June 27, 2006, Exhibit E.

<sup>36</sup> Bexar County, Tax Phase-In Agreement (HEB Grocery), March 11, 2003, Section 5.01(c).

**Bexar County Public Improvement Districts.** County policies allow for the county to enter into an economic development agreement for Public Improvement Districts (PIDs).<sup>37</sup> PIDs are projected to be used in conjunction with TIFs for housing and infrastructure development.<sup>38</sup> As a condition of the economic development agreement, the firm seeking such an agreement has to meet, at a minimum, certain criteria involving employment, health care benefits, environmental practices, and M/W/SBE policy. M/W/SBE policy was added to PIDs in 2006.

In an agreement with Marriott, which has been labeled a “super PID,” the agreement provided that Marriott would “use reasonable efforts to comply with the M/W/SBE policies and procedures attached.”<sup>39</sup> The Marriott agreement noted that the project owner had established 20 percent M/W/SBE goals in construction. Marriott retained the right to accept the lowest qualified bid. The agreement also provided for the hotel to develop M/WBE goals in operational services, to work with the M/W/SBE office in implementing the Marriott supplier diversity program, to use certified firms, and semi-annual M/W/SBE reporting. “The sole remedy for noncompliance with this provision shall be the obligation of Marriott to prepare and implement a plan that provide for reasonable efforts to achieve the goals set forth.”

#### **7.14 Project Goal Setting**

**North Carolina Department of Transportation.** The NCDOT regulations emphasize that goals should be set on projects “determined appropriate by the Department [of Transportation].”<sup>40</sup> Individual goals are set based on a project’s geographic location, characteristics of the project, the percentage of that type of work that is typically performed by M/WBEs, the areas in which M/WBEs are known to provide services, and the goals set by the North Carolina General Assembly.<sup>41</sup> The NCDOT M/WBE regulations specify (although they do not limit to) particular areas for M/WBE goals: clearing and grubbing, hauling and trucking, storm drainage, concrete and masonry construction, guardrail, landscaping, erosion control, reinforcing steel, utility construction, and pavement marking.

The NCDOT goal setting process begins with an engineering estimate of the project to determine what items might reasonably be subcontracted out. Next, estimates of the percentage of work that could be potentially performed by DBEs and M/WBEs are developed.<sup>42</sup> These estimates are confidential and made available only to the Estimator (and staff), the provisions engineer in the proposals and contracts section (and staff), and members of the DBE/M/WBE committee at the DBE/M/WBE committee meetings. Next, NCDOT looks at whether there are M/WBEs available based on the NCDOT DBE/M/WBE directory and the location of the project. The NCDOT directory is a searchable database that classifies firms by location, prime contractor/subcontractor

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<sup>37</sup> Such an agreement is allowed for under Chapter 372 of the Texas Local Government Code.

<sup>38</sup> Bexar County, Texas, 2005 – 2009 Consolidated Plan, Executive Summary, at 61.

<sup>39</sup> Senior Priority Economic Development Agreement By and Between Cibola Canyons Special Improvement District, Marriott International, Inc and Bexar County, Texas, January 12, 2006, Exhibit B.

<sup>40</sup> 19A NCAC 02D.1108(a).

<sup>41</sup> 19A NCAC 02D.1108(a).

<sup>42</sup> NCDOT, Division of Highways, Roadway Design and Design Services Unit, *Policy and Procedure Manual*, Chapter 10, at 4.

status, and six-digit work type.<sup>43</sup> The Goal Setting Committee is assisted in this process by EEO Contract Compliance staff in the Office of Civil Rights.

Prime contractors then submit documentation of good faith efforts to achieve the individual project goal. A statement of how they will make efforts to achieve the goal satisfies the good faith effort requirements.

The NCDOT Goal Setting Committee (in collaboration with the EEO Contract Compliance staff) seeks to set goals relative to where there is interest, availability and capacity, beyond mere looking at the certification lists. NCDOT relies on the EEO Contract Compliance staff to provide input on whether existing businesses are fully occupied. However, if EEO Contract Compliance says M/WBEs are not fully occupied, but prime contractors submit evidence that M/WBEs are fully occupied (for example, with invoices), then NCDOT accepts those explanations.

As part of goal setting, NCDOT regulations provide that:

- A documented excessive subcontractor bid constitutes a basis for not subcontracting with an M/WBE.
- A documented record of poor experience constitutes a basis for not subcontracting with an M/WBE.<sup>44</sup>

In addition, a review of NCDOT DBE and M/WBE goals has been a regular topic at the Associated General Contractors (AGC)-DOT Joint Cooperative Committee meetings.<sup>45</sup>

**City of Phoenix, Arizona.** The city of Phoenix Goal Setting Committee is responsible for setting project goals on public works contracts bid by the city. The assigned project manager provides goal-setting information for the specific project to the Bid Specifications section of the Engineering & Architectural Services Department (EASD) at least 21 days before the project is to be advertised. The required information includes design plans, a detailed cost estimate, a project description, and the client department's construction budget.

The Goal Setting Committee identifies trade areas needed for each eligible project. The EASD staff identifies available MBE and WBE subcontractors that could perform in each trade area identified in the project description and provides the information to the Goal Setting Committee for use in establishing M/WBE project goals. The Goal Setting Committee develops appropriate goals for each trade area based on estimated dollar amounts and M/WBE availability. EASD publishes these goals in the bid specifications. The equal opportunity department monitors projects for which MBE and WBE goals have been set. The Goal Setting Committee meets to establish goals on projects estimated to cost more than \$50,000.00.

Goals may be adjusted if the Goal Setting Committee finds, after consideration of historical bidding and utilization data, that such an adjustment is necessary to ensure a narrowly tailored goal. The Goal Setting Committee then forwards the goal to EASD for

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<sup>43</sup> <http://apps.dot.state.nc.us/constructionunit/directory/>.

<sup>44</sup> The last two elements are adopted by the North Carolina DOT. 19A NCAC 02D.1110(7).

<sup>45</sup> AGC-DOT Joint Cooperative Committee Meeting Minutes, February 2001 through August 2003.

review. If EASD determines that delays or changes in the project will require modification of the goals, the recommendation is returned to the Goal Setting Committee for revision.

#### **7.14.1 Waivers of Goals**

**City of Phoenix, Arizona.** The city of Phoenix established a Waiver Review Committee (Committee) that is responsible for deciding whether to recommend waiver requests to the city engineer. The Committee has established a Subcontracting Goals Waiver Review Form. The form lists the criteria used by the Committee to determine whether to grant a waiver request. The Committee reviews each category on the form and evaluates the contractor's good faith efforts in attempting to meet project goals. Bidders requesting waivers must submit a letter explaining their reason(s) for the waiver along with supporting documentation demonstrating efforts made to solicit MBEs and WBEs as subcontractors on a project. The Committee then decides whether to grant the waiver based on the total number of categories in which the contractor has sufficiently complied with the requirements. Based on interviews with city officials, the criteria listed for granting or denying a waiver are not ranked in order of importance, the criteria are not weighted, and city officials have not established a definite number of categories that need to be satisfied to obtain a waiver.

Over a five-year period, the city awarded 504 projects with M/WBE goals, 25 waivers were requested by the low bidder and ten were rejected.



## ***8.0 FINDINGS AND RECOMMENDATIONS***

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## **8.0 FINDINGS AND RECOMMENDATIONS**

In October 2008, MGT of America, Inc. (MGT), was retained to conduct a minority and women business enterprise disparity study for Leon County Florida, (County), to determine whether there was a compelling interest to establish a narrowly-tailored minority- and women-owned business enterprise (M/WBE) program for the County. The study consisted of fact-finding to examine the extent to which race- and gender-conscious and race- and gender-neutral remedial efforts by the County had effectively eliminated ongoing effects of any past discrimination affecting the County's relevant marketplace; to analyze the County procurement trends and practices for the study period from October 1, 2004, through September 30, 2008; and to evaluate various options for future program development.

The results of this study and conclusions drawn are presented in detail in **Chapters 2.0** through **7.0** of this report. The following sections summarize each of the study's findings, which are followed by related major recommendations. Commendations are also noted in those instances in which the County already has procedures, programs, and policies in place that respond to findings. Selected best practices are described in **Chapter 7.0** to this report. These best practices expand on the findings and recommendations that are marked with an asterisk (\*).

### **8.1 Findings for M/WBE Utilization and Availability**

#### **FINDING 8-1: Historical M/WBE Utilization**

The dollar value of M/WBE utilization by the County in 2004 Leon County Disparity Study was as follows:

- M/WBEs won construction prime contracts for \$479,980 (1.61 percent of the total).
- M/WBEs won construction subcontracts for \$5.47 million (18.32 percent of total contract value).
- M/WBEs won professional services prime contracts for \$914,754 (12.24 percent of the total).
- M/WBEs won professional services subcontracts for \$422,975 (5.66 percent of the total).
- M/WBEs won other services contracts for \$3.28 million (29.71 percent of the total).
- M/WBEs won materials and supplies contracts for \$2.76 million (16.19 percent of the total).

## **FINDING 8-2: M/WBE Prime Utilization, Availability and Disparity**

The dollar value of M/WBE prime utilization by the County over the study period of October 1, 2004 through September 30, 2008, is shown in **Exhibit 8-1**:

- M/WBEs were paid \$12.05 million (16.32 percent of the total) for prime construction services. There was substantial disparity for firms owned by African Americans and Asian Americans.
- M/WBEs were paid \$1.05 million (14.64 percent of the total) for architecture and engineering (A&E) services. There was substantial disparity for Hispanic American<sup>1</sup>-, Asian American-, and nonminority women-owned firms.
- M/WBEs were paid \$719,377 (16.05 percent of the total) for professional services. There was substantial disparity for firms owned by African Americans, Hispanic Americans, and nonminority women.
- M/WBEs were paid \$3.40 million (53.57 percent of the total) for other services. There was substantial disparity for firms owned by Asian Americans, and Native Americans.
- M/WBEs were paid \$1.60 million (13.81 percent of the total) for materials and supplies. There was substantial disparity for firms owned by African Americans, Hispanic Americans, and Asian Americans.

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<sup>1</sup> The availability pool of firms for this category among this MBE group was based on the count of firms that submitted a bid as a prime contractor and won the project. However, this contract ultimately was not awarded, thus not listed in the list of awarded agreements.

**EXHIBIT 8-1**  
**M/WBE PRIME UTILIZATION, AVAILABILITY, AND DISPARITY**  
**LEON COUNTY**  
**OCTOBER 1, 2004, THROUGH SEPTEMBER 30, 2008**

Business Category	African American	Hispanic American	Asian American	Native American	Nonminority Women	Total M/WBE
<b>Construction Prime Contractors</b>						
Utilization Dollars	\$2,553,207	\$0	\$0	\$0	\$9,499,250	\$12,052,457
Utilization Percent	3.46%	0.00%	0.00%	0.00%	12.86%	16.32%
Availability Percent	9.73%	0.00%	0.54%	0.00%	6.49%	16.76%
<b>Disparity</b>	<b>Underutilization *</b>	<b>N/A</b>	<b>Underutilization *</b>	<b>N/A</b>	<b>Overutilization</b>	
<b>Architecture and Engineering Prime Consultants</b>						
Utilization Dollars	\$537,264	\$0	\$196,309	\$0	\$320,113	\$1,053,686
Utilization Percent	7.46%	0.00%	2.73%	0.00%	4.45%	14.64%
Availability Percent	8.51%	2.13%	4.26%	0.00%	17.02%	31.91%
<b>Disparity</b>	<b>Underutilization</b>	<b>Underutilization *</b>	<b>Underutilization *</b>	<b>N/A</b>	<b>Underutilization *</b>	
<b>Professional Services Prime Consultants</b>						
Utilization Dollars	\$181,430	\$0	\$0	\$0	\$537,948	\$719,377
Utilization Percent	4.05%	0.00%	0.00%	0.00%	12.00%	16.05%
Availability Percent	8.08%	1.01%	0.00%	0.00%	18.18%	27.27%
<b>Disparity</b>	<b>Underutilization *</b>	<b>Underutilization *</b>	<b>N/A</b>	<b>N/A</b>	<b>Underutilization *</b>	
<b>Other Services Firms</b>						
Utilization Dollars	\$817,616	\$319,088	\$3,672	\$3,696	\$2,263,882	\$3,407,954
Utilization Percent	12.85%	5.02%	0.06%	0.06%	35.59%	53.57%
Availability Percent	11.63%	1.16%	0.39%	0.39%	10.47%	24.03%
<b>Disparity</b>	<b>Overutilization</b>	<b>Overutilization</b>	<b>Underutilization *</b>	<b>Underutilization *</b>	<b>Overutilization</b>	
<b>Materials and Supplies Vendors</b>						
Utilization Dollars	\$95,676	\$0	\$0	\$0	\$1,509,432	\$1,605,108
Utilization Percent	0.82%	0.00%	0.00%	0.00%	12.98%	13.81%
Availability Percent	1.45%	0.36%	0.36%	0.00%	8.00%	10.18%
<b>Disparity</b>	<b>Underutilization *</b>	<b>Underutilization *</b>	<b>Underutilization *</b>	<b>N/A</b>	<b>Overutilization</b>	

Source: Utilization findings are taken from the exhibit previously shown in **Chapter 3.0** and **Chapter 4.0**. Availability is based on bidders/vendors.

N/A-not applicable.

\*Substantial disparity.

**FINDING 8-3: M/WBE Subcontractor Utilization, Availability, and Disparity**

The dollar value of M/WBE construction subcontractors over the study period is shown in **Exhibit 8-2** below:

- M/WBEs won construction subcontracts for \$2.39 million (12.97 percent of the total). There was substantial disparity in the utilization of available African American, Asian American, Native American, and nonminority women construction subcontractors.

**EXHIBIT 8-2**  
**M/WBE SUBCONTRACTOR UTILIZATION, AVAILABILITY, AND DISPARITY**  
**LEON COUNTY**  
**OCTOBER 1, 2004, THROUGH SEPTEMBER 30, 2008**

Business Category	African American	Hispanic American	Asian American	Native American	Nonminority Women	Total M/WBE
<b>Construction Subcontractors</b>						
Utilization Dollars (Overall Subcontractor Level)	\$1,868,840	\$302,580	\$0	\$9,792	\$213,761	\$2,394,973
Utilization Percent (Overall Subcontractor Level)	10.12%	1.64%	0.00%	0.05%	1.16%	12.97%
Availability Percent	18.75%	1.56%	0.52%	0.69%	10.76%	32.29%
Disparity (Overall Subcontractor Level)	Underutilization *	Overutilization	Underutilization *	Underutilization *	Underutilization *	

Source: Subcontractor bidders; Utilization and disparity findings are taken from the exhibit previously shown in **Chapters 3.0** and **4.0**.

N/A-not applicable.

\*Substantial disparity.

**FINDING 8-4: M/WBE Utilization in Private Sector Commercial Construction**

MBE prime and subcontractor utilization in private sector commercial construction in the County was generally quite low, as measured by data from building permits. MBE subcontractor utilization in particular was low in absolute terms (less than 4 percent) (**Exhibit 8-3**), in comparison to MBE subcontractor utilization on County projects (more than 12 percent), and in comparison to MBE availability (about 21 percent).

**EXHIBIT 8-3**  
**COMPARISON OF M/WBE UTILIZATION PERCENTAGE OF DOLLARS**  
**PRIVATE COMMERCIAL CONSTRUCTION**  
**LEON COUNTY**  
**OCTOBER 1, 2004, THROUGH SEPTEMBER 30, 2008**

Business Category/Data Source	African American	Hispanic American	Asian American	Native American	Nonminority Women	M/WBE Firms	Non-M/WBE Firms
<b>Prime Contractors</b>							
Leon County Construction Prime Contractors (Based on Expenditure Data Only)	3.46%	0.00%	0.00%	0.00%	12.86%	16.32%	83.68%
Private Construction Prime Contractors (Leon County, Florida Building Permits)	0.86%	0.00%	0.00%	0.00%	2.48%	3.34%	96.66%
Private Construction Prime Contractors (City of Tallahassee, Florida Building Permits)	0.03%	0.00%	0.00%	0.00%	1.02%	1.05%	98.95%
<b>Subcontractors</b>							
Leon County Construction Subcontractors (Overall Subcontractor Level) <sup>1</sup>	10.12%	1.64%	0.00%	0.05%	1.16%	12.97%	87.03%
Private Construction Subcontractors (Leon County, Florida Building Permits)	0.00%	0.00%	0.00%	0.05%	3.80%	3.80%	96.20%
Private Construction Subcontractors (City of Tallahassee, Florida Building Permits)	0.04%	0.00%	0.00%	0.00%	18.16%	18.21%	81.79%

Source: Utilization findings are taken from the exhibit previously shown in **Chapters 3.0** and **6.0**.

## **FINDING 8-5: Disparities in the Census Data**

There was evidence of disparities based on the 2002 Survey of Business Owners from the U.S. Census Bureau (for groups for which data was available):

- *Construction Firms.* Women-owned firms were 6.8 percent of firms, 6.2 percent of sales, with \$84,224 in average revenue per firm, 90.9 percent of the market place average.
- *Professional Services Firms.* African American-owned firms were 5.6 percent of firms, 0.9 percent of sales, with \$15,000 in average revenue per firm, 16.9 percent of the market place average. Women-owned firms were 24.4 percent of firms, 12.7 percent of sales, with \$202,148 in average revenue per firm, 52.1 percent of the market place average.

## **8.2 Commendations and Recommendations**

### **8.2.1 Commendations and Recommendations for Race-Neutral Alternatives**

#### **COMMENDATION and RECOMMENDATION 8-1: Outreach\***

The County should be commended for its outreach efforts, including sponsoring workshops; participating in the Small Business Enterprise Week and MEDWeek, activities with the city of Tallahassee; partnerships with business development organizations such as the Small Business Development Center at Florida Agricultural and Mechanical (Florida A&M) University; and posting opportunities on the Web. Additional outreach can be conducted through special vendor fairs, networking sessions, and “brown bag” sessions targeting vendors for major projects such as federal funded stimulus projects and the joint public safety building. Division directors should be included in outreach sessions. In addition, the consolidation of the County and city of Tallahassee certified firms’ directory would assist primes and staff with identifying available firms for M/W/SBE opportunities.

#### **COMMENDATION and RECOMMENDATION 8-2: Vendor Rotation\***

The County should consider the wider use of vendor rotation to expand utilization of under-utilized M/WBE groups. Some political jurisdictions use vendor rotation arrangements to limit habitual repetitive purchases from incumbent majority firms and to ensure that M/W/SBEs have an opportunity to bid along with majority firms. Generally, a diverse team of firms are prequalified for work and then teams alternate undertaking projects. A number of agencies, including the city of Indianapolis, Indiana; Fairfax County, Virginia; the Port Authority of New York and New Jersey; and Miami-Dade County, Florida; use vendor rotation to encourage utilization of underutilized M/WBE groups, particularly in professional services.

**COMMENDATION and RECOMMENDATION 8-3: SBE Program for Prime Contracts\***

The County should be commended for starting an SBE program. A strong SBE program is central to maintaining a narrowly tailored program to promote M/WBE utilization. In particular, the County should focus on increasing M/WBE utilization through the SBE program. The County does not face constitutional restrictions on its SBE program, only those procurement restrictions imposed by state law. Specific suggestions for the County's SBE program can be found in features of other SBE programs around the United States, including:

- Setting aside small financial consulting projects (Port Authority of New York and New Jersey SBE Program).
- Providing bid preferences to SBEs in bidding on contracts (Miami-Dade County, Florida, Community SBE Program; Port Authority of New York and New Jersey SBE Program; Port of Portland, East Bay Municipal Utility District Contract Equity Program).<sup>2</sup>
- Setting SBE goals on formal and informal contracts (city of Charlotte, North Carolina, SBE Program).
- Setting department goals for SBE utilization (city of Charlotte, North Carolina, SBE Program).
- Access to low cost insurance on small projects (city of San Diego, California, Minor Construction Program).
- Providing bid preferences to SBEs on tax-assisted projects (city of Oakland, California, Local Small Business Enterprise Program, and Port of Portland Emerging Small Business Program).
- Making SBE utilization part of department performance reviews (city of Charlotte, North Carolina, SBE Program).
- Mentor-protégé programs for small businesses (Port of Portland Emerging Small Business Program).

The County SBE training requirement has limited the effectiveness of the existing SBE program. The County should exempt firms from the training requirement if: (1) they have a record of satisfactory performance on similar projects with the County (or other major public/private organization), or (2) have satisfied similar training sessions with other organizations.

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<sup>2</sup> The Port of Portland found that 10 percent bid preferences were more effective than 5 percent bid preferences.

**RECOMMENDATION 8-4: Mandatory Subcontracting\***

The County should consider imposing mandatory subcontracting clauses where such clauses would promote M/W/SBE utilization, and be consistent with industry practice.<sup>3</sup>

**RECOMMENDATION 8-5: Business Development Assistance\***

The County did attempt some business development initiatives for SBEs and M/WBEs. However, there have been problems with the existing delivery of training services. The County should focus on partnerships with organizations with a proven track record of business development assistance, such as the Florida Department of Transportation's Supportive Services program.

The County should evaluate the impact of these business development initiatives on M/W/SBE utilization. The County should follow the example of the Port Authority of New York and New Jersey, for which management and technical assistance contracts have been structured to include incentives for producing results, such as increasing the number of M/WBEs being registered as qualified vendors with the Port, and increasing the number of M/WBEs graduating from subcontract work to prime contracting.

**8.2.2 M/WBE Policy Commendations and Recommendations****RECOMMENDATION 8-6: Narrowly Tailored M/W/SBE Program**

This study provides evidence to support a narrowly tailored program to promote M/WBE utilization. This conclusion is based primarily on statistical disparities in current M/WBE utilization, particularly in subcontracting, substantial disparities in the private marketplace, evidence of discrimination in business formation and revenue earned from self-employment, and some evidence of passive participation in private sector disparities. The County should tailor its women and minority participation policy to remedy each of these specific disparities.

The case law involving federal disadvantaged business enterprise (DBE) programs provide important insight into the design of local M/WBE programs. In January 1999, the United States Department of Transportation (USDOT) published its final DBE rule in Title 49, Code of Federal Regulations, Part 26 (49 CFR 26). The federal courts have consistently found the DBE regulations to be narrowly tailored.<sup>4</sup> The federal DBE program has the features listed in **Exhibit 8-4** that contribute to this characterization as a narrowly tailored remedial procurement preference program. The County should adopt these features in any new narrowly tailored M/WBE program.

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<sup>3</sup> San Diego, as part of its Subcontractor Outreach Program (SCOPE), has mandatory outreach, mandatory use of subcontractors, and mandatory submission of an outreach document. Whether a contract has subcontracting is determined by the engineer on the project.

<sup>4</sup> *Adarand v. Slater*, 228 F.3d 1147 (10<sup>th</sup> Cir. 2000), *Gross Seed. v. State of Nebraska*, 345 F.3d 968 (8<sup>th</sup> Cir. 2003); cert denied, 158 L.Ed. 2d 729 (2004), *Northern Contracting v. Illinois DOT*, 2005 U.S. Dist. LEXIS 19868 (ND IL 2005).



**EXHIBIT 8-4**  
**NARROWLY TAILORED M/WBE PROGRAM FEATURES**

<b>Narrowly Tailored Goal-Setting Features</b>	<b>DBE Regulations</b>
The County should not use quotas.	49 CFR 26(43)(a)
The County should use race- or gender-conscious set-asides only in cases where other methods are inadequate to address the disparity.	49 CFR 26(43)(b)
The County should meet the maximum amount of its M/WBE goals through race-neutral means.	49 CFR 26(51)(a)
The County should use M/WBE contract goals only where race-neutral means are not sufficient.	49 CFR 26(51)(d)
The County should use M/WBE goals only where there are subcontracting possibilities.	49 CFR 26(51)(e)(1)
If the County estimates that it can meet the entire M/WBE goal with race-neutral means, then the County should not use contract goals.	49 CFR 26(51)(f)(1)
If it is determined that the County is exceeding its goal, then the County should reduce the use of M/WBE contract goals.	49 CFR 26(51)(f)(2)
If the County exceeds goals with race-neutral means for two years, then the County should not set contract goals the next year.	49 CFR 26(51)(f)(3)
If the County exceeds M/WBE goals with contract goals for two years, then the County should reduce use of contract goals the next year.	49 CFR 26(51)(f)(4)
If the County uses M/WBE goals, then the County should award only to firms that made good faith efforts.	49 CFR 26(53)(a)
The County should give bidders an opportunity to cure defects in good faith efforts.	49 CFR 26(53)(d)

**COMMENDATION and RECOMMENDATION 8-7: Aspirational M/WBE TARGETS**

The County should periodically adjust aspirational goals by business category, and not establish rigid project goals. Adjustments should be based on the degree of success of the program in previous years. To establish a benchmark for goal setting, aspirational goals should be based on relative M/WBE availability. The primary means for achieving these aspirational goals should be the SBE program, race-neutral joint ventures, outreach, and adjustments in the County procurement policy. As in the DOT, DBE program goals on particular projects should, in general, vary from overall aspirational goals. Possible revised aspirational goals based on M/WBE availability are proposed in **Exhibit 8-5**. These aspirational goals can be further decomposed by procurement category, ethnicity, and gender.

**EXHIBIT 8-5  
PROPOSED M/WBE ASPIRATIONAL TARGETS  
LEON COUNTY  
BY PROCUREMENT CATEGORY**

<b>Procurement Category</b>	<b>Aspirational MBE Target</b>	<b>Aspirational WBE Target</b>
Construction Prime Contractors	8%	5%
Construction Subcontractors*	17%	9%
Architecture & Engineering	12%	14%
Professional Services	7%	15%
Other Services	10%	8%
Materials and Supplies	1%	6%

Source: Availability estimates are based on vendor data.

\*Of total subcontract dollar value.

**RECOMMENDATION 8-8: Joint Ventures**

The County should consider adopting a joint venture policy similar to the one implemented by the city of Atlanta, Georgia. The city of Atlanta requires establishment of joint ventures on large projects of over \$10 million.<sup>5</sup> Primes are required to joint venture with a firm from a different ethnic/gender group in order to ensure prime contracting opportunities for all businesses. This rule applies to women and minority firms as well as nonminority firms. This rule has resulted in tens of millions of dollars in contract awards to women and minority firms.

**COMMENDATION and RECOMMENDATION 8-9: M/WBE Subcontractor Plans\***

The County should consider reestablishing the good faith effort goal requirements in its contracts. The basis for retaining good faith efforts requirements is significant disparities in construction subcontracting, the very low utilization in private sector commercial construction and other evidence of private sector disparities, even after controlling for capacity and other race-neutral variables. The core theme should be that prime contractors should document their outreach efforts and the reasons why they may have rejected qualified M/WBEs that were the low-bidding subcontractors. Accordingly, the following narrow tailoring elements should be considered:

1. Good faith effort requirements should apply to both M/WBE and nonminority prime contractors.
2. Projects goals should vary by project and reflect realistic M/WBE availability for particular projects.
3. A documented excessive subcontractor bid can be a basis for not subcontracting with an M/WBE.
4. A documented record of poor performance can be a basis for not subcontracting with an M/WBE.<sup>6</sup>

<sup>5</sup> City of Atlanta Ordinance Sec. 2-1450 and Sec. 2-1451.

<sup>6</sup> The last two elements were adopted by the North Carolina Department of Transportation (NCDOT). 19A NCAC 02D.1110(7).

**COMMENDATION 8-10: RFP Language\***

The County is commended for putting in its request for proposals (RFPs) language asking proposers about their strategies for M/WBE inclusion on projects. A number of agencies, including the Port Authority of New York and New Jersey, have had success in soliciting creative responses to these requests, even in areas such as large-scale insurance contracts.

**RECOMMENDATION 8-11: Economic Development\***

The County should consider extending the M/W/SBE program to economic development projects. Jersey City, New Jersey, and the city of Saint Paul, Minnesota, have established offices that focus on employment and M/W/SBE utilization on economic development projects. San Antonio and Bexar County, Texas, also have very active M/W/SBE initiatives for development projects that receive tax subsidies.

**RECOMMENDATION 8-12: Certification\***

**Two-Tier Size Standards.** The federal case law points to the use of size standards and net worth requirements as one factor in the narrow tailoring of remedial procurement programs. At present, the County uses its own size standard.

Size standards for remedial procurement programs face a dilemma. If the size standard is placed too high, large firms crowd out new firms. If the size standard is placed too low, too many experienced firms lose the advantages of the remedial program. The second problem is an issue with the current County SBE certification. One solution to this dilemma is to adopt a two-tier standard for M/WBE and SBE certification. The federal government and the states of Oregon and New Jersey use a two-tier size standard. Thus, for example, contracts could be set aside for small and very small firms and goals that included very large M/W/SBEs could be established on large projects. A standard approach is to use the Small Business Administration (SBA) size standard for small firms and a percentage of the SBA size standard (for example, 25 or 50 percent) for very small firms.

**Automatic SBE Certification.** Firms that already satisfy the size and location requirements for the SBE program should be automatically certified as SBEs, unless they elect to remove themselves from the SBE directory. Several jurisdictions have used this approach to expand the pool of SBEs.

**Socially and Economically Disadvantaged Firms.** The County should consider adding socially and economically disadvantaged firms to its definition of targeted groups. The North Carolina M/WBE program has this feature.

**Program Participation Limits.** Another graduation provision is to restrict the overall amount of dollars a program participant can receive. For example, the city of New York graduates firms that have received more than \$15 million in prime contracts within the past three years.<sup>7</sup>

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<sup>7</sup> Local Laws of New York, Section 7-1292 (c) (17).

### **COMMENDATION and RECOMMENDATION 8-13: MWBE Program Data Management**

It is important for the County to closely monitor the utilization of all businesses by race, ethnicity, and gender, and by prime and subcontractor utilization, over time to determine whether the County's M/W/SBE policy has the potential to eliminate race and gender disparities without applying specific race and gender goals. The County should be commended for its improved tracking of subcontractor utilization and for the implementation of the B2G system for tracking M/W/SBE contract compliance.

### **COMMENDATION and RECOMMENDATION 8-14: Purchasing and M/W/SBE Policy**

The County should be commended for the consolidation of the purchasing policy and the M/WBE participation policy and elevating the M/W/SBE program to division level, which improved the internal and external perception of the County's commitment to the program's success. The County should ensure that vendors submit the required contract compliance documents pertaining to the M/W/SBE program as part of their request for payment.

### **COMMENDATION and RECOMMENDATION 8-15: M/W/SBE Program Staff**

The County should be commended for the efforts of the County's M/W/SBE staff. The County could increase staff, training and resources to ensure the necessary resources to operate the MWBE program. The reason for an increase of staff would be: setting M/WBE project goals (targets), updating an M/WBE policy manual, re-establishing an SBE program, reporting M/WBE utilization to the highest levels of County management, overseeing business assistance, improving outreach, reserving contracts under an SBE program, and monitoring M/W/SBE targets and contract compliance.

### **RECOMMENDATION 8-16: Performance Measures\***

The County should add performance measures other than M/W/SBE percentage utilization. Some suggested measures come from the Florida Department of Transportation's Small Business Initiative (discussed in the best practices section of this report). The County should develop additional measures to gauge the effectiveness of its efforts. Possible measures include:

- Growth in the number of M/W/SBEs winning their first award from the County.
- Growth in percentage of M/W/SBE utilization by the County.
- Growth in M/W/SBE prime contracting.
- Growth in M/W/SBE subcontractors to prime contractors.
- Number of M/W/SBEs that receive bonding.
- Number of M/W/SBEs that successfully graduate from the program.
- Number of graduated firms that successfully win County projects.

- Percentage of M/W/SBE utilization for contracts not subject to competitive bidding requirements.
- Growth in the number of M/W/SBEs utilized by the County.
- Number of joint ventures involving M/W/SBEs.
- Largest contract won by an M/W/SBE.
- Comparability in annual growth rates and median sales for M/W/SBEs and non-M/W/SBEs in the County contracts.

## ***APPENDICES***

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## ***APPENDIX A: UTILIZATION DETAILS***

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# APPENDIX A UTILIZATION DETAILS

Attachment #1  
Page 168 of 215

## Utilization Details - Construction

VENDOR NAME	ETHNICITY	COUNTY_STATE	EXPENDITURE AMT
1001 USES UTILITY BLDG	NONMINORITY MALE	LEON, FL	\$4,298.00
ABSOLUTE DEMO, INC	NONMINORITY MALE	LEON, FL	\$6,000.00
ALBRITTON ELECTRICAL SERVICE INC	NONMINORITY MALE	LEON, FL	\$475,790.14
ALL FLORIDA ELECTRIC OF TALLAHASSEE INC	NONMINORITY MALE	LEON, FL	\$500.00
ALLEN'S EXCAVATING, INC.	NONMINORITY MALE	LEON, FL	\$11,096,038.40
ALLWEATHER INSULATION INC	NONMINORITY MALE	LEON, FL	\$1,902.00
ANYTIME CONCRETE, INC	NONMINORITY MALE	LEON, FL	\$352.00
APACHEE ROOFING	NONMINORITY MALE	LEON, FL	\$10,250.00
APALACHEE BACKHOE & SEPTIC TANK LLC	NONMINORITY MALE	LEON, FL	\$204,268.35
B & S UTILITIES	NONMINORITY MALE	LEON, FL	\$48,456.68
BASS CONSTRUCTION CO INC	NONMINORITY MALE	LEON, FL	\$267,160.68
BAYCREST CORPORATION	NONMINORITY MALE	LEON, FL	\$773,711.46
BLANKENSHIP CONTRACTNG INC	NONMINORITY MALE	LEON, FL	\$4,569,664.70
BLUE CHIP CONSTRUCTION	AFRICAN AMERICAN	LEON, FL	\$2,049,796.46
BOB MCKEITHEN & SONS	NONMINORITY MALE	LEON, FL	\$3,885.00
BRYAN SCRUGGS CONSTRUCTION, INC	NONMINORITY MALE	GADSDEN, FL	\$419,150.58
C & C ASPHALT, LLC	NONMINORITY MALE	LEON, FL	\$14,870.00
C & R CONSTRUCTION SVS, INC	AFRICAN AMERICAN	LEON, FL	\$33,259.00
CAMP DRESSER & MCKEE INC	NONMINORITY MALE	LEON, FL	\$599,873.08
CAPITAL QUALITY BUILDINGS, INC	NONMINORITY MALE	LEON, FL	\$5,325.00
COUNCIL CONTRACTING, INC	NONMINORITY FEMALE	LEON, FL	\$834,907.23
CPS RESIDENTIAL & COMMERCIAL CONSTRUCTION SERVICES	NONMINORITY MALE	LEON, FL	\$76,797.74
CUMBIE CONCRETE CONSTRUCTION CO.	NONMINORITY MALE	LEON, FL	\$389.85
DAVIS CONSTRUCTION	NONMINORITY MALE	LEON, FL	\$600.00
DIXIE PAVING & GRADING, INC	NONMINORITY MALE	LEON, FL	\$487,949.65
DOVE ROOFING CO INC	NONMINORITY MALE	LEON, FL	\$48,231.10
FLORIDA DESIGN AND CONSTRUCTION	AFRICAN AMERICAN	LEON, FL	\$1,975.00
FLORIDA DEVELOPERS INC	AFRICAN AMERICAN	LEON, FL	\$42,823.00
GAINES	NONMINORITY MALE	LEON, FL	\$300.00
GAINES & SONS STRIPING, INC	AFRICAN AMERICAN	LEON, FL	\$332,679.87
GARRISON DESIGN & CONSTRUCTION INC	NONMINORITY MALE	LEON, FL	\$628,376.74
GEMINI ELECTRIC	NONMINORITY MALE	LEON, FL	\$8,200.00
GREAT SOUTHERN DEMOLITION INC	NONMINORITY MALE	LEON, FL	\$15,826.00
HARRELL ROOFING INC	NONMINORITY MALE	LEON, FL	\$86,387.00
HODGES ELECTRIC, INC.	NONMINORITY MALE	LEON, FL	\$1,303.30
JACKSON COOK INC	NONMINORITY FEMALE	LEON, FL	\$10,359.45
JIMMIE CROWDER EXCAVATING & LAND CLEARING, INC	NONMINORITY MALE	LEON, FL	\$3,238,291.93
JP POWELL SERVICES	NONMINORITY FEMALE	LEON, FL	\$47,917.49
KCW ELECTRIC CO	NONMINORITY MALE	LEON, FL	\$29,405.55
KEITH LAWSON COMPANY	NONMINORITY MALE	LEON, FL	\$877.00
KINSEY CONTRACTORS INC	NONMINORITY MALE	LEON, FL	\$443,816.17
KRATOFIL'S HEATING & AIR CONDITIONING INC	NONMINORITY MALE	LEON, FL	\$5,880.00
LANCE MAXWELL PLUMBING	NONMINORITY MALE	LEON, FL	\$2,260.00
LARRY HAGAMAN PLUMBING CONTRACTOR	NONMINORITY MALE	LEON, FL	\$1,235.00
M OF TALLAHASSEE	NONMINORITY MALE	LEON, FL	\$102,400.00
M&L PLUMBING	NONMINORITY MALE	LEON, FL	\$3,775.00
MEYER CONSTRUCTION COMPANY, LLC	NONMINORITY MALE	LEON, FL	\$59,204.00



VENDOR NAME	ETHNICITY	COUNTY_STATE	EXPENDITURE AMT
MIKE SCOTT CONSTRUCTION	NONMINORITY MALE	LEON, FL	\$266,329.68
MORGAN ELECTRIC CO.	NONMINORITY MALE	LEON, FL	\$111,777.57
MOSLEY ENTERPRISES	NONMINORITY MALE	GADSDEN, FL	\$36,620.00
MSTCONSTRUCTION	NONMINORITY MALE	GADSDEN, FL	\$1,449.46
MUD WORKS	AFRICAN AMERICAN	LEON, FL	\$16,907.00
NORTH FLORIDA ASPHALT INC	NONMINORITY MALE	LEON, FL	\$1,714,065.65
PAGEL CONSTRUCTION, INC	NONMINORITY MALE	LEON, FL	\$348,281.50
PANHANDLE CONTRACTING	NONMINORITY MALE	LEON, FL	\$6,500.00
PEARSON CONSTRUCTION COMPANY LLC	NONMINORITY MALE	LEON, FL	\$1,157,452.96
PEAVY & SON CONSTRUCTION CO INC	NONMINORITY MALE	GADSDEN, FL	\$7,185,506.99
PETER R BROWN CONSTRUCTION	NONMINORITY FEMALE	LEON, FL	\$8,510,946.67
PHOENIX CONSTRUCTION & FENCING	AFRICAN AMERICAN	LEON, FL	\$75,766.74
PRO STEEL BLDG INC	NONMINORITY MALE	LEON, FL	\$631,779.15
REYNOLDS HOME BUILDERS, INC	NONMINORITY FEMALE	LEON, FL	\$67,773.80
RIPPEE CONSTRUCTION INC	NONMINORITY FEMALE	LEON, FL	\$21,820.00
ROTO ROOTER PLUMBERS	NONMINORITY MALE	LEON, FL	\$39,826.13
SANDCO INC	NONMINORITY MALE	LEON, FL	\$26,326,144.83
SCOTT-BURNETT INC	NONMINORITY MALE	LEON, FL	\$2,435.48
SOUTHEAST CONCRETE CUTTING AND DEMOLITION INC	NONMINORITY MALE	LEON, FL	\$450.00
SOUTHERN GENERAL CONTRACTORS, LLC	NONMINORITY MALE	LEON, FL	\$28,430.00
SPECIALTY CONTRACTORS OF TALLAHASSEE INC	NONMINORITY MALE	LEON, FL	\$8,597.36
STREAMLINE ROOFING	NONMINORITY MALE	LEON, FL	\$556.94
STRICKLAND ELECTRIC COMPANY OF TALLAHASSEE INC	NONMINORITY FEMALE	LEON, FL	\$5,525.00
T S BUILDERS, INC	NONMINORITY MALE	LEON, FL	\$155,978.07
TOM SHAW CONSTRUCTION COMPANY	NONMINORITY MALE	LEON, FL	\$37,450.39
VAUSE MECHANICAL CONTRACTING, INC.	NONMINORITY MALE	LEON, FL	\$2,724.00
WHITE'S PLUMBING INC	NONMINORITY MALE	LEON, FL	\$6,350.08

**Utilization Details - Architecture & Engineering**

VENDOR NAME	ETHNICITY	COUNTY_STATE	EXPENDITURE
			AMT
ACOUSTI ENGINEERING CO OF FLORIDA	NONMINORITY FEMALE	LEON, FL	\$2,304.92
ADVANCED GEOSPATIAL, INC	NONMINORITY MALE	LEON, FL	\$80,425.00
AKIN & ASSOCIATES ARCHITECTS	AFRICAN AMERICAN	LEON, FL	\$146,460.64
ALLEN NOBLES AND ASSOCIATES INC	NONMINORITY MALE	LEON, FL	\$157,454.71
BARNETT FRONCZAK ARCHITECTS	NONMINORITY MALE	LEON, FL	\$522,894.85
BENEDICT ENGINEERING COMPANY INC	NONMINORITY MALE	LEON, FL	\$9,080.50
CAPITAL ENGINEERING & SURVEYING, INC	NONMINORITY MALE	LEON, FL	\$5,662.00
COLONEY BELL ENGINEERING	NONMINORITY MALE	LEON, FL	\$1,852.50
CS & K ASSOCIATES, INC	NONMINORITY FEMALE	LEON, FL	\$2,660.00
DIVERSIFIED DESIGN % DRAFTING SERVICES, INC	NONMINORITY FEMALE	LEON, FL	\$1,760.00
EMO ARCHITECTS, INC	NONMINORITY MALE	LEON, FL	\$458,382.35
ENVIRONMENTAL & GEOTECHNICAL SPECIALISTS INC (EGS)	NONMINORITY MALE	LEON, FL	\$67,388.69
ENVIRONMENTAL CONSULTING & TECHNOLOGY INC	NONMINORITY FEMALE	LEON, FL	\$292,967.33
GENESIS GROUP INC	NONMINORITY MALE	LEON, FL	\$1,490,568.99
GPI SOUTHEAST INC	NONMINORITY MALE	LEON, FL	\$29,607.32
HAMMOND DESIGN GROUP	NONMINORITY MALE	LEON, FL	\$251,525.58
JOHNSON PETERSON ARCHITECTS INC	NONMINORITY MALE	LEON, FL	\$516,512.57
JRA ARCHITECTS INC	NONMINORITY MALE	LEON, FL	\$2,845.00
McGINNISS & FLEMING ENGINEERING INC	NONMINORITY MALE	LEON, FL	\$131,844.38
MIHIR ENVIRONICS INC	ASIAN AMERICAN	LEON, FL	\$22,465.00
MOORE BASS CONSULTING INC	NONMINORITY FEMALE	LEON, FL	\$16,108.73
POOLE ENGINEERING	NONMINORITY FEMALE	LEON, FL	\$4,312.00
POST BUCKLEY SCHUH & JERNIGAN, INC	NONMINORITY MALE	LEON, FL	\$2,359,696.37
REGISTE, SLIGER ENGINEERING, INC	AFRICAN AMERICAN	LEON, FL	\$153,869.20
ROSENBAUM ENGINEERING	NONMINORITY MALE	LEON, FL	\$38,084.02
SOUTHERN EARTH SCIENCES INC	NONMINORITY MALE	LEON, FL	\$9,319.00
SPECTRA ENGINEERING & RESEARCH, INC	AFRICAN AMERICAN	LEON, FL	\$210,018.89
STRUCTURAL DIAGNOSTICS	AFRICAN AMERICAN	LEON, FL	\$26,915.00
TRAK ENGINEERING INC	NONMINORITY MALE	LEON, FL	\$11,072.50
WELCH & WARD ARCHITECTS INC	ASIAN AMERICAN	LEON, FL	\$173,844.00
WILLIAMSON & ASSOCIATES, INC.	NONMINORITY MALE	LEON, FL	\$300.00

**Utilization Details - Professional Services**

VENDOR NAME	ETHNICITY	COUNTY_STATE	EXPENDITURE AMT
ACCURATE STENOGRAPHY REPORTERS	NONMINORITY FEMALE	LEON, FL	\$1,838.40
ALL PRO DRUG TESTING INC	NONMINORITY FEMALE	LEON, FL	\$40.00
ALLIED VET EMERGENCY SERVICES INC	NONMINORITY MALE	LEON, FL	\$200.00
APPRAISAL GROUP OF TALLAHASSEE, INC	NONMINORITY FEMALE	LEON, FL	\$10,000.00
BANKS & MORRIS, P.A.	NONMINORITY MALE	LEON, FL	\$36,968.13
BECK & BARRIOS, PA	NONMINORITY MALE	LEON, FL	\$2,500.00
BIBLER DESIGN DEVELOPMENT	NONMINORITY MALE	LEON, FL	\$3,800.00
BOUTIN BROWN REALTY ADVISORS INC	NONMINORITY MALE	LEON, FL	\$107,707.50
BRADLEY	NONMINORITY MALE	LEON, FL	\$560.00
BROWN AND BROWN PA	AFRICAN AMERICAN	LEON, FL	\$9,089.81
BRYANT MILLER & OLIVE PA	NONMINORITY MALE	LEON, FL	\$171,961.83
CARR ALLISON	NONMINORITY MALE	LEON, FL	\$241,767.93
CHARLES E HOBBS II, ESQ	AFRICAN AMERICAN	LEON, FL	\$420.00
CLINICAL PSYCHOLOGICAL SERVICES, INC	NONMINORITY MALE	LEON, FL	\$205.00
COMPUTER TUTORS USA INC	NONMINORITY FEMALE	LEON, FL	\$20,095.00
COOPER BYRNE BLUE & SCHWARTZ, LLC	NONMINORITY MALE	LEON, FL	\$90,364.11
CURETON-JOHNSON & ASSOCIATES	NONMINORITY MALE	LEON, FL	\$8,750.00
DAVID C HAWKINS, PLLC	NONMINORITY MALE	LEON, FL	\$16,686.25
DEBAUBIEN KNIGHT SIMMONS MANTZARIS & NEAL, LLP	NONMINORITY MALE	LEON, FL	\$4,700.80
DIANE WILKENS PRODUCTIONS	NONMINORITY FEMALE	LEON, FL	\$750.00
DISASTERS, STRATEGIES AND IDEAS GROUP, LLC	NONMINORITY MALE	LEON, FL	\$49,757.64
DISKIN PROPERTY RESEARCH	NONMINORITY MALE	LEON, FL	\$64,368.86
EMPLOYEE MANAGEMENT SYSTEMS	NONMINORITY MALE	LEON, FL	\$7,280.00
FIXEL & MAGUIRE	NONMINORITY MALE	LEON, FL	\$9,567.00
FLORIDA PROPERTY CONSULTANTS GROUP	NONMINORITY MALE	LEON, FL	\$6,000.00
FOR THE RECORD REPORTING	NONMINORITY FEMALE	LEON, FL	\$112.50
FRANK E SHEFFIELD PA	NONMINORITY MALE	LEON, FL	\$29,635.50
GARDNER, BIST, WIENER, WADSWORTH & BOWDEN, P.A.	NONMINORITY MALE	LEON, FL	\$48,825.00
GENTRY & WAY PA	NONMINORITY FEMALE	LEON, FL	\$6,406.08
GREGORY J CUMMINGS	NONMINORITY MALE	LEON, FL	\$1,445.94
HENNINGSSEN INVESTMENT INC	NONMINORITY MALE	LEON, FL	\$2,542.43
HERRLE COMMUNICATIONS GROUP	NONMINORITY FEMALE	LEON, FL	\$1,665.50
I S CONSULTING	NONMINORITY FEMALE	LEON, FL	\$30,160.00
INFINITY SOFTWARE DEVELOPMENT	NONMINORITY MALE	LEON, FL	\$9,338.75
INOVIA CONSULTING GROUP	NONMINORITY MALE	LEON, FL	\$22,686.40
INTEGRITY PUBLIC FINANCE CONSULTING	NONMINORITY MALE	LEON, FL	\$22,300.00
JORDAN RESEARCH & CONSULTING	NONMINORITY MALE	LEON, FL	\$456.25
KETCHAM APPRAISAL GRP PA	NONMINORITY MALE	LEON, FL	\$114,348.45
KETCHAM REALTY GROUP, INC	NONMINORITY MALE	LEON, FL	\$75.00
KNOWLES & RANDOLPH PA	AFRICAN AMERICAN	LEON, FL	\$138,225.00
LAW OFFICES OF GARY ANTON, PA	NONMINORITY MALE	LEON, FL	\$1,911.40
LEWIS LONGMAN & WALKER P.A.	NONMINORITY MALE	LEON, FL	\$178,693.10
MCGLYNN LABORATORIES	NONMINORITY FEMALE	LEON, FL	\$430,440.13
MERIT REPORTING	NONMINORITY FEMALE	LEON, FL	\$145.00
MESSER CAPARELLO & SELF	NONMINORITY MALE	LEON, FL	\$2,287.04
MGT OF AMERICA INC	NONMINORITY MALE	LEON, FL	\$60,310.70

VENDOR NAME	ETHNICITY	COUNTY_STATE	EXPENDITURE AMT
MOORE CONSULTING GROUP	NONMINORITY FEMALE	LEON, FL	\$3,000.00
NABORS GIBLIN & NICKERSON PA	NONMINORITY MALE	LEON, FL	\$63,178.12
PARTNERS IN COMMUNICATION	NONMINORITY FEMALE	LEON, FL	\$4,162.50
PAUL CONSULTING INC	NONMINORITY MALE	LEON, FL	\$1,413,875.00
PROFESSIONAL PRACTICE SOLUTIONS, LLC	NONMINORITY FEMALE	LEON, FL	\$10,885.00
REMILLARD LAW FIRM, P.A.	NONMINORITY MALE	LEON, FL	\$1,168.75
RICHARD A GREENBERG ATTY	NONMINORITY MALE	LEON, FL	\$1,002.31
ROGERS, ATKINS, GUNTER & ASSOCIATES	NONMINORITY MALE	LEON, FL	\$3,850.00
ROSE, SUNDSTROM & BENTLEY, LLP	NONMINORITY MALE	LEON, FL	\$23,788.66
ROTHENBERG, LOUIS PAUL	NONMINORITY MALE	LEON, FL	\$331.50
ROUMELIS PLANNING & DEVELOP SERVICES INC	NONMINORITY FEMALE	LEON, FL	\$10,780.91
SAVLOV & ANDERSON	NONMINORITY MALE	LEON, FL	\$9,716.00
SHUTTS & BOWEN LLP	NONMINORITY MALE	LEON, FL	\$159,000.00
SMITH THOMPSON SHAW P A	NONMINORITY FEMALE	LEON, FL	\$6,496.50
TALLAHASSEE LAND CO INC	NONMINORITY MALE	LEON, FL	\$962.50
THE DYE LAW FIRM P.A.	NONMINORITY MALE	LEON, FL	\$4,905.00
THOMAS HOWELL FERGUSON PA	NONMINORITY MALE	LEON, FL	\$759,552.29
TRACY P. MOYE, P.A.	NONMINORITY FEMALE	LEON, FL	\$970.12
TROY FAIN INSURANCE INC	NONMINORITY MALE	LEON, FL	\$185.88
UZZELL ADVERTISING	AFRICAN AMERICAN	LEON, FL	\$30,000.00
VAUSE'S PROCESS SERVICE	NONMINORITY MALE	LEON, FL	\$3,633.00
WILLIAMS, WILSON, & SEXTON PA	AFRICAN AMERICAN	LEON, FL	\$3,694.80

**Utilization Details - Other Services**

VENDOR NAME	ETHNICITY	COUNTY_STATE	EXPENDITURE AMT
A AND A CLEANING	NONMINORITY MALE	LEON, FL	\$12,415.00
A BLIND DECOR	NONMINORITY MALE	LEON, FL	\$2,939.80
A MAN WITH A VAN INC	NONMINORITY MALE	LEON, FL	\$189.00
AAA TO ZEE	NONMINORITY MALE	LEON, FL	\$4,266.30
AAA TREE SERVICE INC	NONMINORITY MALE	LEON, FL	\$39,445.00
ABRAHAM GEORGE PATIO	NONMINORITY MALE	LEON, FL	\$5,939.00
ACCENT OFFICE PLANNERS INC	NONMINORITY FEMALE	LEON, FL	\$21,625.10
ACTION LEGAL COPY SERVICE INC	NONMINORITY MALE	LEON, FL	\$10.00
ADAM'S TREES	NONMINORITY MALE	LEON, FL	\$300.00
ADVANCED GRAPHICS TECHNOLOGIES INC	NONMINORITY MALE	LEON, FL	\$555.00
AEGIS COMPUTER SERVICES, INC.	NONMINORITY FEMALE	LEON, FL	\$6,450.00
AFFINITY DESIGN GROUP	NONMINORITY FEMALE	LEON, FL	\$157.60
AIR TECH	NONMINORITY MALE	LEON, FL	\$450.00
ALL PRO LANDSCAPING	NONMINORITY MALE	LEON, FL	\$33,034.15
ALL-AMERICAN CARPET & UPHOLSTERY CLEANING INC	NONMINORITY MALE	LEON, FL	\$260.00
ALPHA BUSINESS FORMS	NONMINORITY MALE	LEON, FL	\$16,795.44
ALPHA TRAVEL & TOURS INC	AFRICAN AMERICAN	LEON, FL	\$2,156.90
AMERICAN CLUTCH REBUILDERS	NONMINORITY MALE	LEON, FL	\$1,526.45
AMERICAN EXTERIOR CLEANING COMPANY	NONMINORITY MALE	LEON, FL	\$1,970.00
AMERICAN FENCE CO	NONMINORITY MALE	GADSDEN, FL	\$31,478.60
AMERICAN PHOTOGRAPHY SERVICES	AFRICAN AMERICAN	LEON, FL	\$165.00
ANDREWS	NONMINORITY MALE	LEON, FL	\$708.50
ASTRO TRAVEL AND TOURS	NONMINORITY MALE	LEON, FL	\$1,262.50
B&T FENCING INC	NONMINORITY MALE	LEON, FL	\$1,100.00
BAKER LANDSCAPE & IRRIGATION INC.	NONMINORITY FEMALE	LEON, FL	\$2,749.00
BARRY GROSS PHOTOGRAPHY	NONMINORITY MALE	LEON, FL	\$3,437.00
BEGGS FUNERAL HOME INC	NONMINORITY MALE	LEON, FL	\$250.00
BIG BEND GARAGE DOOR SERVICE	NONMINORITY MALE	LEON, FL	\$19,750.00
BIG BEND TRANSIT INC	NONMINORITY MALE	LEON, FL	\$590.15
BILL'S CARPET CARE	NONMINORITY MALE	LEON, FL	\$25,253.95
BONE DRY RESTORATION AND CLEANING	NONMINORITY MALE	LEON, FL	\$8,782.86
BRIAN S HURLEY & ASSOCIATES INC	NONMINORITY MALE	LEON, FL	\$967.22
BRIAN'S SEPTIC SERVICE	NONMINORITY MALE	LEON, FL	\$2,260.00
BRIDGES TREE SERVICE INC	NONMINORITY MALE	LEON, FL	\$3,300.00
BROWNS PAINT & BODY SHOP	AFRICAN AMERICAN	LEON, FL	\$8,975.46
BROWN'S REFRIGERATION & EQUIPMENT CO, INC	NONMINORITY MALE	LEON, FL	\$4,760.68
BRUCE'S KEY & LOCK INC	NATIVE AMERICAN	LEON, FL	\$3,696.37
B'S ICE CREAM	NONMINORITY MALE	LEON, FL	\$1,363.73
BUDDY'S SEPTIC TANK SERV	NONMINORITY MALE	LEON, FL	\$200.00
BUDGET PRINTING CENTERS	NONMINORITY MALE	LEON, FL	\$56,220.56
BUSINESS COMMUNICATIONS	NONMINORITY MALE	LEON, FL	\$5,764.50
C & L ASSOCIATES	NONMINORITY FEMALE	LEON, FL	\$2,109,824.45
C & L WELL AND PUMP SERVICE	NONMINORITY MALE	LEON, FL	\$1,920.00
C & M IRRIGATION & LAWN SERVICE	NONMINORITY MALE	LEON, FL	\$50.00
C & M LANDSCAPE & IRRIGATION	NONMINORITY MALE	LEON, FL	\$9,325.00
CAPITAL BUSINESS INTERIORS	NONMINORITY FEMALE	LEON, FL	\$7,560.69

VENDOR NAME	ETHNICITY	COUNTY_STATE	EXPENDITURE AMT
CAPITAL CITY BLACK PAGES	AFRICAN AMERICAN	LEON, FL	\$3,000.00
CAPITAL CITY RADIATOR SHP	NONMINORITY MALE	LEON, FL	\$536.50
CAPITAL CITY STAMPS	NONMINORITY FEMALE	LEON, FL	\$656.50
CAPITAL GLASS TINTING, INC	NONMINORITY MALE	LEON, FL	\$684.29
CAPITAL HYDRAULICS	NONMINORITY MALE	LEON, FL	\$26,565.35
CAPITAL OUTLOOK NEWSPAPER	AFRICAN AMERICAN	LEON, FL	\$19,888.00
CAPITAL TREE SERVICE	NONMINORITY MALE	LEON, FL	\$5,650.00
CAPITAL TRUCK INC	NONMINORITY MALE	LEON, FL	\$3,632.11
CAPITOL GLASS AND TINTING, INC.	AFRICAN AMERICAN	LEON, FL	\$4,290.75
CAPITOL WINDOW CENTER	NONMINORITY MALE	LEON, FL	\$490.83
CARLSON WAGONLIT TRAVEL	NONMINORITY FEMALE	LEON, FL	\$437.79
CITY BLUE COPY & MAIL CENTER	NONMINORITY MALE	LEON, FL	\$13,000.18
COMMERCIAL CLEANING ASSOCIATES	NONMINORITY MALE	LEON, FL	\$400.00
COMMERCIAL PRINT & COPY	NONMINORITY MALE	LEON, FL	\$368.00
CONFIDENTIAL SHREDDING & RECYCLING, INC.	NONMINORITY FEMALE	LEON, FL	\$18,265.00
CORRY CABINET COMPANY	NONMINORITY MALE	GADSDEN, FL	\$17,763.00
COVER TIME UPHOLSTERY, INC	NONMINORITY MALE	LEON, FL	\$1,565.00
CREATE IT ENTERPRISES	NONMINORITY MALE	LEON, FL	\$5,000.00
CRICKETS TREE SREVICE	NONMINORITY MALE	LEON, FL	\$6,150.00
CULLEY'S MEADOWWOOD FUNERAL HOME	NONMINORITY MALE	LEON, FL	\$250.00
CUSHING SPECIALTY CO. INC.	NONMINORITY MALE	LEON, FL	\$1,068.00
DAVIS SAFE & LOCK INC	NONMINORITY MALE	LEON, FL	\$14,644.60
DICKIES TREE SERVICE	NONMINORITY MALE	LEON, FL	\$2,820.00
DJKT ENTERPRISES INC	NONMINORITY MALE	LEON, FL	\$83.00
DON HENSLEY'S LANDSCAPE AND LAWN SERVICE	NONMINORITY MALE	LEON, FL	\$86,027.82
DON SIRMONS ALIGNMENT & BRAKE INC	NONMINORITY MALE	LEON, FL	\$63.50
DOUG'S WINDOW CLEANING	NONMINORITY MALE	LEON, FL	\$2,850.00
DUCT MASTER	NONMINORITY MALE	LEON, FL	\$550.00
EDDIE NATHAN PAINTING	AFRICAN AMERICAN	LEON, FL	\$3,425.00
ELLIS TREE SERVICE	NONMINORITY MALE	LEON, FL	\$485.00
ELSASSERS'S LOCK & KEY	NONMINORITY MALE	LEON, FL	\$1,404.00
ELUSTER RICHARDSON INC	AFRICAN AMERICAN	LEON, FL	\$300.00
EMMETT BELL'S TREE SERVICE	NONMINORITY MALE	LEON, FL	\$3,600.00
ENGLAND FLORIST & GIFTS	NONMINORITY FEMALE	LEON, FL	\$3,453.50
ESTES SEAL COATING	NONMINORITY MALE	LEON, FL	\$16,115.00
EVANS SURECUT LANDSCAPING	AFRICAN AMERICAN	GADSDEN, FL	\$47,795.97
EXPRESS COPY & PRINTING	ASIAN AMERICAN	LEON, FL	\$3,671.80
EXPRESSIT INC	NONMINORITY FEMALE	LEON, FL	\$1,382.45
FAMILY FUN RENTALS	NONMINORITY MALE	LEON, FL	\$90.00
FISH WINDOW CLEANING	NONMINORITY MALE	LEON, FL	\$378.00
FLORIDA FENCE AND DECK	NONMINORITY MALE	LEON, FL	\$132,684.47
FLORIDA PEST CONTROL &	NONMINORITY MALE	LEON, FL	\$175.00
FLORIDA ROOFING & SHEET METAL WORKS, INC	NONMINORITY MALE	LEON, FL	\$6,637.81
FULL MOON SIGNS & GRAPHIC	NONMINORITY MALE	LEON, FL	\$20,590.75
GANDY PRINTERS	NONMINORITY MALE	LEON, FL	\$21,645.64
GANT ASSOCIATES INC	AFRICAN AMERICAN	LEON, FL	\$36,200.00
GASKIN IRRIGATION AND LANDSCAPE	NONMINORITY MALE	LEON, FL	\$42,496.61
GIBSON SAW REPAIR	NONMINORITY MALE	LEON, FL	\$232.50
GLASS PRO SHOP INC	NONMINORITY MALE	LEON, FL	\$12,869.93

VENDOR NAME	ETHNICITY	COUNTY_STATE	EXPENDITURE AMT
GRAMLING'S INC.	NONMINORITY MALE	LEON, FL	\$8,530.96
GRAPHATERIA	NONMINORITY FEMALE	LEON, FL	\$4,302.06
GREENWAY LAWN CARE	NONMINORITY MALE	LEON, FL	\$950.00
GULF COAST PAINTING	AFRICAN AMERICAN	LEON, FL	\$27,830.00
H&S SERVICES OF N FLORIDA	AFRICAN AMERICAN	LEON, FL	\$10,822.50
HARMON AUTOGLASS	NONMINORITY MALE	LEON, FL	\$571.27
HARTSFIELD ELECTRIC CO.	NONMINORITY MALE	LEON, FL	\$3,108.00
HARVEST PRINTING & COPY	HISPANIC AMERICAN	LEON, FL	\$9,795.08
HEAVENLY CATERING	AFRICAN AMERICAN	LEON, FL	\$4,781.61
HELGA'S TAILORING	NONMINORITY FEMALE	LEON, FL	\$5,454.00
HIRE QUEST, LLC DBA TROJAN LABOR	NONMINORITY MALE	LEON, FL	\$469,152.70
HOUSE OF BROWN'S FUNERAL SERVICES INC	AFRICAN AMERICAN	LEON, FL	\$1,250.00
HUNTERS TREE SERVICE	NONMINORITY MALE	LEON, FL	\$2,000.00
ILG RESTAURANT LLC	NONMINORITY MALE	LEON, FL	\$352.00
INLINE LANDSCAPE INC	NONMINORITY MALE	LEON, FL	\$49,225.00
INSTY PRINTS	NONMINORITY FEMALE	LEON, FL	\$1,657.00
J & R PRINTERS	AFRICAN AMERICAN	LEON, FL	\$34,807.45
JEFF KYNOCH PAINTING	NONMINORITY MALE	LEON, FL	\$22,210.00
JERRYS AUTO & INDUSTRIAL ELECTRIC INC	NONMINORITY MALE	LEON, FL	\$8,133.43
JIMMIE WILSON PAINTING	AFRICAN AMERICAN	LEON, FL	\$1,162.00
JONES AUTO ELECTRIC, INC	NONMINORITY MALE	LEON, FL	\$1,121.85
JOYNER ELECTRIC INC	NONMINORITY MALE	LEON, FL	\$2,274.21
KIM'S FURNITURE REPAIR	NONMINORITY FEMALE	LEON, FL	\$1,322.00
KINKO'S THE COPY CENTER	NONMINORITY MALE	LEON, FL	\$564.43
LAB WORKS,LLC	NONMINORITY MALE	LEON, FL	\$4,190.41
LARRY'S PUMP SERVICE	NONMINORITY MALE	LEON, FL	\$168.60
LAWN KEEPERS	AFRICAN AMERICAN	LEON, FL	\$121,415.03
LEGAL EASE TEMP SERVICES INC	NONMINORITY MALE	LEON, FL	\$13,270.50
LEON SCREENING & REPAIR INC	NONMINORITY MALE	LEON, FL	\$34.00
LEVINGS & ASSOCIATES, INC.	HISPANIC AMERICAN	LEON, FL	\$1,071.00
LISA'S PAINT & BODY SHOP	NONMINORITY FEMALE	LEON, FL	\$5,552.79
M & L BRAKE & ALIGNMENT	NONMINORITY MALE	LEON, FL	\$11,087.54
MACK CROUNSE GROUP	NONMINORITY MALE	LEON, FL	\$54,223.00
MACK'S LAWN SERVICE	AFRICAN AMERICAN	LEON, FL	\$178,895.48
MADISON LAWN SERVICE	AFRICAN AMERICAN	LEON, FL	\$1,000.00
MAINTENANCE & MORE	NONMINORITY MALE	LEON, FL	\$924.50
MARIE LIVINGSTON'S STEAKHOUSE	NONMINORITY FEMALE	LEON, FL	\$735.00
MARK'S LAWN MAINTENANCE INC	NONMINORITY MALE	LEON, FL	\$1,150.00
MCNEILL SEPTIC TANK COMPANY INC	NONMINORITY MALE	LEON, FL	\$3,575.00
METRO DELI/ELITE DELI & CATERING	NONMINORITY MALE	LEON, FL	\$456.80
MIKE VASILINDA PRODUCTIONS INC	NONMINORITY MALE	LEON, FL	\$9,346.25
MIKE'S MOVING	NONMINORITY MALE	LEON, FL	\$2,219.01
MILLS WELL DRILLING & PUMP SERVICES, INC.	NONMINORITY MALE	LEON, FL	\$9,375.00
MODERN MAILERS INC	NONMINORITY MALE	LEON, FL	\$3,845.90
MOWER MENDERS, INC	NONMINORITY MALE	LEON, FL	\$1,199.17
NATIONWIDE TRANSMISSION	NONMINORITY MALE	LEON, FL	\$27,385.55
NATURES FINEST	HISPANIC AMERICAN	LEON, FL	\$308,222.24
NATURE'S NEEDS	NONMINORITY MALE	LEON, FL	\$11,800.00
NE-RO TIRE AND BRAKE SERVICE, INC.	NONMINORITY MALE	LEON, FL	\$205.96

VENDOR NAME	ETHNICITY	COUNTY_STATE	EXPENDITURE AMT
NEWMAN'S AUTO AIR	NONMINORITY MALE	LEON, FL	\$1,570.00
NORTHSIDE MOWER	NONMINORITY MALE	LEON, FL	\$229.50
PARKER SERVICE	NONMINORITY MALE	LEON, FL	\$5,055.00
PARKWAY WRECKER SERVICE	NONMINORITY MALE	LEON, FL	\$44,155.90
PERSICA LANDSCAPING CO INC	NONMINORITY MALE	LEON, FL	\$40,276.00
PO` BOYS CREOLE CAFE	NONMINORITY MALE	LEON, FL	\$1,739.34
PRECISION MOBILE SHARPENING SRVC	NONMINORITY MALE	LEON, FL	\$265.98
PROTECTION SERVICES, INC	NONMINORITY MALE	LEON, FL	\$240.00
PROTOCOL COMMUNICATIONS INC	NONMINORITY MALE	WAKULLA, FL	\$3,450.00
PYRAMID EXCAVATION, INC. (ADA) TIM'S HAULING AND TRACTOR SER	NONMINORITY MALE	GADSDEN, FL	\$141,963.60
RAY'S GLASS SERVICE	NONMINORITY MALE	LEON, FL	\$919.42
REX THOMAS PEST CONTROL	NONMINORITY MALE	LEON, FL	\$5,945.00
RIGGINS FENCE CO	NONMINORITY MALE	LEON, FL	\$5,471.00
ROBERT THOMAS FURNITURE REFINISHING	NONMINORITY MALE	LEON, FL	\$8,360.00
ROBERT WILSON/WILSONS BBQ & CATERING	AFRICAN AMERICAN	LEON, FL	\$14,502.25
ROSSELOT'S REMODELING	NONMINORITY MALE	LEON, FL	\$73.09
ROWE DRILLING CO INC	NONMINORITY MALE	LEON, FL	\$204.00
RUSSELL DANIEL IRRIGATION	NONMINORITY MALE	GADSDEN, FL	\$65,926.90
S&T PAINTING	AFRICAN AMERICAN	LEON, FL	\$113,300.00
SAULS SIGNS	NONMINORITY MALE	LEON, FL	\$55.00
SERVICE PLUS INC	NONMINORITY MALE	LEON, FL	\$363,451.21
SESSALY ROSE TRANSIT	AFRICAN AMERICAN	LEON, FL	\$875.00
SHEFFIELD AUTO & TRUCK BODY SHOP, INC.	NONMINORITY MALE	LEON, FL	\$10,838.57
SHEFFIELD'S BODY SHOP	AFRICAN AMERICAN	LEON, FL	\$2,288.35
SIEMENS	NONMINORITY MALE	LEON, FL	\$73.00
SILVER PRODUCTIONS	NONMINORITY MALE	LEON, FL	\$2,300.00
SIMMONS MOVING & STORAGE INC	NONMINORITY MALE	LEON, FL	\$1,550.00
SIR SPEEDY PRINTING	NONMINORITY MALE	LEON, FL	\$42.48
SKELDING & COX	NONMINORITY MALE	LEON, FL	\$40,000.00
SOFT TOUCH CAR WASH OF TALLAHASSEE	NONMINORITY MALE	LEON, FL	\$2,430.22
SOFTWARE SOLUTIONS NOW	NONMINORITY FEMALE	LEON, FL	\$250.00
SOLOMAN'S PAINTING AND PRESSURE WASHING SERVICES	AFRICAN AMERICAN	LEON, FL	\$800.00
SONITROL OF TALLAHASSEE INC	NONMINORITY MALE	LEON, FL	\$509,088.82
SOUTHERN TRADITION LANDSCAPING	NONMINORITY MALE	LEON, FL	\$11,476.00
SOUTHSIDE MOWER & MAGNETO INC	NONMINORITY MALE	LEON, FL	\$58,691.81
STEAM MASTER	NONMINORITY MALE	LEON, FL	\$30.00
STEREO SALES	NONMINORITY MALE	LEON, FL	\$703.29
STRIPES UNLIMITED	NONMINORITY MALE	LEON, FL	\$854.00
STRONG AND JONES FUNERAL HOME INC	AFRICAN AMERICAN	LEON, FL	\$7,750.00
SUN COAST ELECTRIC NETWORKING	NONMINORITY MALE	LEON, FL	\$1,528.50
SUPERGLASS WINSHIELD REPAIR	NONMINORITY MALE	LEON, FL	\$520.00
SUPER-SUDS	NONMINORITY MALE	LEON, FL	\$34.85
SUZANNE DIAMBRA LANDSCAPING INC.	NONMINORITY FEMALE	LEON, FL	\$5,497.50
SWEETPEAS CAFE' & CATERING	NONMINORITY MALE	LEON, FL	\$1,450.00
TALAHASSEE FINEST WINDOW CLEANING CO.	NONMINORITY MALE	LEON, FL	\$29,409.00
TALLAHASSEE DEMOCRAT	NONMINORITY MALE	LEON, FL	\$4,782.79
TALLAHASSEE HYDRAULIC INC	NONMINORITY MALE	LEON, FL	\$728.80
TALLAHASSEE PAINT AND BODY SHOP	NONMINORITY MALE	LEON, FL	\$81,440.70
TALLAHASSEE WELDING & MACHINE SHOP INC	NONMINORITY FEMALE	LEON, FL	\$44,895.22



VENDOR NAME	ETHNICITY	COUNTY_STATE	EXPENDITURE AMT
TARGET COPY	NONMINORITY FEMALE	LEON, FL	\$13,253.71
TASTE BUDS	NONMINORITY FEMALE	LEON, FL	\$3,880.85
TAYLOR JANITORIAL SERVICES	AFRICAN AMERICAN	LEON, FL	\$147,513.26
TERMINAL SERVICE COMPANY	NONMINORITY MALE	LEON, FL	\$1,025.65
THE BLUEPRINT SHOP	NONMINORITY MALE	LEON, FL	\$5.00
THE COPY SHOP	NONMINORITY FEMALE	LEON, FL	\$3,174.62
THE FINISHING TOUCH	AFRICAN AMERICAN	LEON, FL	\$22,426.00
THE HONEY BAKED HAM COMPANY AND CAFE	NONMINORITY MALE	LEON, FL	\$974.70
THE PRINTER	NONMINORITY FEMALE	LEON, FL	\$1,345.00
THE SEINEYARD SEAFOOD RESTAURANT	NONMINORITY MALE	LEON, FL	\$553.15
THINK CREATIVE	NONMINORITY MALE	LEON, FL	\$20,300.00
TIRES ON THE MOVE	NONMINORITY MALE	LEON, FL	\$128.00
TJG DISTRIBUTERS INC, DBA 1800 RADIATOR OF TALLAHASSEE	NONMINORITY MALE	LEON, FL	\$568.28
UPTOWN CAFE	NONMINORITY MALE	LEON, FL	\$98.25
VIDEO TECH	NONMINORITY MALE	LEON, FL	\$75.00
VISUAL SOLUTIONS	NONMINORITY MALE	LEON, FL	\$1,828.00
W BUCKLEY REESE LANDSCAPING	NONMINORITY MALE	LEON, FL	\$7,553.96
WALKER BODY SHOP INC	NONMINORITY MALE	LEON, FL	\$279.50
WRIGHT WELDING	NONMINORITY MALE	LEON, FL	\$2,050.00

**Utilization Details - Materials and Supplies**

VENDOR NAME	ETHNICITY	COUNTY_STATE	EXPENDITURE AMT
ACCENT BLINDS	NONMINORITY MALE	LEON, FL	\$395.00
ACCURATE AUTO & FLEET, INC	NONMINORITY FEMALE	LEON, FL	\$1,918.44
AD-ART SIGNS	NONMINORITY MALE	LEON, FL	\$1,235.00
ADVANCED BUSINESS SYSTEMS	NONMINORITY MALE	LEON, FL	\$113,509.81
ADVANCED DATA SYSTEMS	NONMINORITY MALE	LEON, FL	\$103,601.00
AEGIS COMPUTER SERVICES, INC.	NONMINORITY FEMALE	LEON, FL	\$6,450.00
ALEXANDER TRAILERS, LLC	NONMINORITY MALE	LEON, FL	\$4,200.00
ALL ABOUT GUTTERS	NONMINORITY MALE	GADSDEN, FL	\$200.00
ALL PRO EQUIPMENT	NONMINORITY MALE	LEON, FL	\$6,640.36
ALSCO INC	NONMINORITY MALE	LEON, FL	\$12,826.14
AMERICAN AUDIO VISUAL, INC	NONMINORITY MALE	LEON, FL	\$26,922.25
AMERICAN PUMP & SUPPLY	NONMINORITY MALE	LEON, FL	\$14,462.70
ARCHITECTURAL HARDWARE PRODUCTS INC	NONMINORITY MALE	LEON, FL	\$430.00
ARTISTIC FLOWERS	NONMINORITY MALE	LEON, FL	\$109.50
ASHLEY FEED STORE	NONMINORITY MALE	LEON, FL	\$259.00
ASSOCIATED SERVICES AND SUPPLIES, INC.	NONMINORITY FEMALE	LEON, FL	\$320,220.78
AWARDS 4 U	NONMINORITY MALE	LEON, FL	\$10,098.23
B & B SPORTING GOODS INC	NONMINORITY FEMALE	LEON, FL	\$949.75
B & T SMALL ENGINES	NONMINORITY MALE	LEON, FL	\$4,221.00
BENTON PRODUCTS	NONMINORITY MALE	LEON, FL	\$589.75
BILL'S SIGNS	NONMINORITY MALE	LEON, FL	\$401.81
BLOSSOM'S FLOWERS	NONMINORITY MALE	LEON, FL	\$535.61
BOATWRIGHT TIMBER SERVICE	NONMINORITY MALE	LEON, FL	\$75.00
BRADLEY	NONMINORITY MALE	LEON, FL	\$560.00
BRADLEY POND LLC	NONMINORITY MALE	LEON, FL	\$1,000.00
BRIAN BARNARD'S FLOORING AMERICA INC	NONMINORITY MALE	LEON, FL	\$6,722.42
BURKES TRACTOR WORKS, LLC	NONMINORITY MALE	GADSDEN, FL	\$117,216.96
CABINETS FROM PARKER	NONMINORITY MALE	LEON, FL	\$12,741.60
CAPITAL CITY LUMBER COMPANY INC	NONMINORITY MALE	LEON, FL	\$45.00
CAPITAL HITCH SERVICE	NONMINORITY MALE	LEON, FL	\$4,673.16
CAPITAL RUBBER & INDUSTRIAL SUPPLY CO INC	NONMINORITY MALE	LEON, FL	\$19,621.43
CARPET STUDIO INC	NONMINORITY MALE	LEON, FL	\$33,400.86
CARQUEST AUTO PARTS	NONMINORITY MALE	LEON, FL	\$80,484.27
CARROLLS BOOT COUNTRY	NONMINORITY MALE	LEON, FL	\$1,437.05
CELLULAR SALES	NONMINORITY MALE	LEON, FL	\$53.97
COASTAL WATER SYSTEMS	NONMINORITY MALE	LEON, FL	\$2,431.00
COLLIER INTERIORS	NONMINORITY MALE	LEON, FL	\$1,925.71
COMPUSA INC	NONMINORITY MALE	LEON, FL	\$14,428.93
CONNIE LILES AUTO PARTS	NONMINORITY FEMALE	LEON, FL	\$93.13
CONTRACT HARDWARE OF FLORIDA	NONMINORITY MALE	LEON, FL	\$114,498.21
COPYFAX 2000, INC	NONMINORITY MALE	LEON, FL	\$590.00
CORNERSTONE TOOL & FASTENER INC	NONMINORITY FEMALE	LEON, FL	\$48,226.19
CROSS CREEK CENTER	NONMINORITY MALE	LEON, FL	\$121,976.04
CUSHING SPECIALTY CO. INC.	NONMINORITY MALE	LEON, FL	\$1,068.00
CUSTOM GUTTER CORPORATION	NONMINORITY MALE	LEON, FL	\$739.00
CYPRESS PUBLICATIONS	NONMINORITY MALE	LEON, FL	\$10.36

VENDOR NAME	ETHNICITY	COUNTY_STATE	EXPENDITURE AMT
DACAR FIRE PROTECTION SYSTEMS, INC	NONMINORITY MALE	LEON, FL	\$1,428.00
DELTA TECHNOLOGIES INC	NONMINORITY MALE	LEON, FL	\$981,783.10
DIAL COMMUNICATIONS	NONMINORITY MALE	LEON, FL	\$1,194.50
DOCS (DEANNE'S OFFICE SUPPLY)	NONMINORITY FEMALE	LEON, FL	\$292,086.37
DOOR PRODUCTS	NONMINORITY MALE	LEON, FL	\$78,081.20
ELI ROBERTS & SONS INC	NONMINORITY MALE	LEON, FL	\$6,132,079.02
ELINOR DOYLE FLORIST	NONMINORITY MALE	LEON, FL	\$63.96
EMERALD COAST RV CENTER	NONMINORITY MALE	GADSDEN, FL	\$4.56
ENGINEERING & EQUIPMENT CO	NONMINORITY MALE	LEON, FL	\$23,384.38
ESPOSITO GARDEN SERVICE	NONMINORITY MALE	LEON, FL	\$69,963.26
EXECUTIVE OFFICE FURNITURE INC	NONMINORITY FEMALE	LEON, FL	\$145,818.42
FAST SIGNS	NONMINORITY MALE	LEON, FL	\$2,968.75
FLEET SUPPLY INC	NONMINORITY MALE	LEON, FL	\$11,483.01
FLORIDA FARM & FEED INC	NONMINORITY MALE	LEON, FL	\$3,662.30
FOURAKER ELECTRONICS INC	NONMINORITY MALE	LEON, FL	\$587.83
FULL PRESS APPAREL, INC	NONMINORITY MALE	LEON, FL	\$2,475.00
G & M ENTERPRISES	AFRICAN AMERICAN	LEON, FL	\$308.35
G WILLIE'S UNIFORM	NONMINORITY FEMALE	LEON, FL	\$31,938.18
GARDEN PRODUCTS	AFRICAN AMERICAN	LEON, FL	\$21,760.00
GEORGIA-FLORIDA BURGLAR ALARM COMPANY	NONMINORITY MALE	LEON, FL	\$50,564.59
GLASS SERVICE CENTER	NONMINORITY MALE	LEON, FL	\$4,125.24
GRAPHICS BUSINESS SYSTEMS	NONMINORITY FEMALE	LEON, FL	\$1,950.00
GRIMES CRANE SERVICE	NONMINORITY MALE	LEON, FL	\$45,345.00
GULF ATLANTIC CULVERT CO	NONMINORITY MALE	LEON, FL	\$7,983.60
GULF COAST LUMBER & SUPPLY INC	NONMINORITY MALE	LEON, FL	\$10,410.49
HAVANA SOD & PALLET, INC	NONMINORITY MALE	LEON, FL	\$750.00
HAYES COMPUTER SYSTEMS	NONMINORITY FEMALE	LEON, FL	\$649,667.86
HD SUPPLY WATERWORKS, LTD	NONMINORITY MALE	LEON, FL	\$3,093.37
HEINZ BROTHERS NURSERY	NONMINORITY MALE	LEON, FL	\$813.00
HOLLEY INC	NONMINORITY MALE	LEON, FL	\$16,813.97
HOWDY'S RENT A TOILET	NONMINORITY MALE	LEON, FL	\$2,542.50
HUGHES SUPPLY	NONMINORITY MALE	LEON, FL	\$1,801.11
INSIGHT DIRECT	NONMINORITY MALE	LEON, FL	\$20,991.30
INTERSTATE BATTERY SYSTEM	NONMINORITY MALE	LEON, FL	\$3,377.54
INTERSTATE FIRE SYSTEMS INC	NONMINORITY MALE	LEON, FL	\$5,633.39
JH DOWLING INC	NONMINORITY MALE	LEON, FL	\$39,670.46
JOHNSON'S LUMBER & SUPPLY, INC.	NONMINORITY MALE	LEON, FL	\$1,267.67
JOHNSTONE SUPPLY	NONMINORITY MALE	LEON, FL	\$24,166.51
JUST RIGHT SUPPLY INC	NONMINORITY MALE	LEON, FL	\$8,437.68
KEENS PORTABLE BUILDING	NONMINORITY MALE	LEON, FL	\$1,150.00
KELLY BROS SHEET METAL	NONMINORITY MALE	LEON, FL	\$339.00
LANDMARK SYSTEMS	NONMINORITY MALE	LEON, FL	\$8,335.00
LEE TRAILER SALES	NONMINORITY MALE	LEON, FL	\$46,802.64
LESCO-PROX	NONMINORITY MALE	LEON, FL	\$41,142.41
LPS RENTALS INC	NONMINORITY MALE	LEON, FL	\$84,000.00
MACK BROTHERS LANDSCAPE NURSERY	AFRICAN AMERICAN	LEON, FL	\$17,747.65
MANNING & SMITH TILE CO. INC.	NONMINORITY MALE	LEON, FL	\$17,995.25
MARPAN SUPPLY CO	NONMINORITY MALE	LEON, FL	\$308,363.65
MAYS MUNROE INC	NONMINORITY MALE	LEON, FL	\$5,222.00

VENDOR NAME	ETHNICITY	COUNTY_STATE	EXPENDITURE AMT
MCGEE TIRE STORES	NONMINORITY MALE	LEON, FL	\$2,081.64
MCNAMARA TRAILERS	NONMINORITY MALE	LEON, FL	\$2,175.00
METAL FABRICATION & SALES OF TALLAHASSEE	NONMINORITY MALE	LEON, FL	\$5,321.99
MILLER GLASS	NONMINORITY MALE	LEON, FL	\$52,495.00
MILLER SEPTIC TANKS	NONMINORITY MALE	LEON, FL	\$2,350.00
MILLER SHEET METAL	NONMINORITY MALE	LEON, FL	\$15,834.03
MITCHELL BROTHERS	NONMINORITY MALE	LEON, FL	\$455.82
MODERN CABINETS & FIXTURES INC	NONMINORITY MALE	LEON, FL	\$3,300.00
MULVANEYS	NONMINORITY MALE	LEON, FL	\$5,066.57
MUSICMASTERS	NONMINORITY MALE	LEON, FL	\$10,611.29
NATIVE NURSERIES	NONMINORITY MALE	LEON, FL	\$32,064.30
NEECE TRUCK TIRE CENTER INC	NONMINORITY MALE	LEON, FL	\$88,073.32
NORTHLAND MFG INC	NONMINORITY MALE	LEON, FL	\$4,020.63
OFFICE BUSINESS SYSTEMS INC	NONMINORITY MALE	LEON, FL	\$15,839.83
OFFICE EQUIPMENT SOLUTIONS	NONMINORITY MALE	LEON, FL	\$4,275.00
OFFICE SYSTEMS CONSULTANTS INC.	NONMINORITY FEMALE	LEON, FL	\$9,668.96
ONE HOUR SIGNS & DESIGNS	NONMINORITY MALE	LEON, FL	\$4,642.84
OSCEOLA SUPPLY, INC.	NONMINORITY FEMALE	LEON, FL	\$273.20
PANTHER CREEK SOD FARMS	NONMINORITY MALE	LEON, FL	\$705.00
PARAMEDICAL SERVICES INC	NONMINORITY MALE	LEON, FL	\$43,362.75
PAUL PRODUCTS COMPANY (PPC)	NONMINORITY MALE	LEON, FL	\$1,232.75
PEDDIE CHEMICAL COMPANY	NONMINORITY MALE	LEON, FL	\$30,531.09
PIT STOP PORTABLE TOILETS OF TALLAHASSEE	NONMINORITY MALE	LEON, FL	\$33,565.63
PLANTS & DESIGN	NONMINORITY MALE	LEON, FL	\$1,273.92
POINT GLASS & METAL	NONMINORITY MALE	LEON, FL	\$2,012.00
POLY ASPHALT INC	NONMINORITY MALE	WAKULLA, FL	\$86,330.36
PROCTOR & PROCTOR INC	NONMINORITY MALE	LEON, FL	\$89,598.89
PROFESSIONAL SAFETY EDUCATORS, INC	NONMINORITY MALE	LEON, FL	\$49,288.90
QUALITY WATER SUPPLY	NONMINORITY MALE	LEON, FL	\$9,063.12
R&R CORPORATE SYSTEMS, INC	AFRICAN AMERICAN	LEON, FL	\$55,809.75
RAY LYNN DISTRIBUTORS	NONMINORITY MALE	LEON, FL	\$50.00
RED ENTERPRISES	NONMINORITY MALE	LEON, FL	\$2,595.41
REVELL	NONMINORITY MALE	LEON, FL	\$180.00
REXEL SOUTHERN	NONMINORITY MALE	LEON, FL	\$82,681.37
RING RENT	NONMINORITY MALE	LEON, FL	\$1,606.25
RIVERS BAIT & TACKLE	NONMINORITY MALE	LEON, FL	\$210.00
ROMAC LUMBER	NONMINORITY MALE	LEON, FL	\$24,725.29
ROSEMOUNT % EXECUTIVE OFFICE FURNITURE	NONMINORITY MALE	LEON, FL	\$8,641.10
ROWLAND PUBLISHING INC	NONMINORITY MALE	LEON, FL	\$1,408.50
ROYSTER'S STORAGE VAN RENTALS, INC.	NONMINORITY MALE	LEON, FL	\$3,385.00
RUPPSHIRTS, INC	NONMINORITY MALE	LEON, FL	\$7,347.00
SCAN HAUS	NONMINORITY MALE	LEON, FL	\$1,982.00
SEACOAST SUPPLY	NONMINORITY MALE	LEON, FL	\$109,337.29
SGT RENTALS AND SALES	NONMINORITY MALE	LEON, FL	\$9,400.00
SHERWIN WILLIAMS	NONMINORITY MALE	LEON, FL	\$2,330.39
SIGNPRINTERS	NONMINORITY MALE	LEON, FL	\$2,085.05
SIGNS NOW	NONMINORITY MALE	LEON, FL	\$8,349.37
SIGNS UNLIMITED	NONMINORITY FEMALE	LEON, FL	\$11.00
SIMPLER SOLAR SYSTEMS INC	NONMINORITY MALE	LEON, FL	\$3,810.00

VENDOR NAME	ETHNICITY	COUNTY_STATE	EXPENDITURE AMT
SOUTH GEORGIA BRICK	NONMINORITY MALE	LEON, FL	\$189.00
SOUTHEAST DIGITAL NETWORKS	NONMINORITY MALE	LEON, FL	\$1,124.26
SOUTHEAST PROPANE	NONMINORITY MALE	LEON, FL	\$1,823.79
STEVE ROSS SHEETMETAL	NONMINORITY MALE	LEON, FL	\$930.00
SUNFLOWER SMALL ENGINES	NONMINORITY MALE	LEON, FL	\$7,339.10
SUPER SIGNS	NONMINORITY MALE	LEON, FL	\$185.00
TALLAHASSEE CAMERA & IMAGE CENTER	NONMINORITY MALE	LEON, FL	\$2,215.00
TALLAHASSEE ENGRAVING & AWARDS INC	NONMINORITY MALE	LEON, FL	\$1,451.50
TALLAHASSEE FORD LINCOLN MERCURY	NONMINORITY MALE	LEON, FL	\$50,347.52
TALLAHASSEE NURSERIES	NONMINORITY MALE	LEON, FL	\$1,801.63
TALLAHASSEE STAMP COMPANY	NONMINORITY MALE	LEON, FL	\$212.90
TALLAHASSEE TURF	NONMINORITY MALE	WAKULLA, FL	\$17,070.00
TALLAHASSEE WINAIR COMPANY	NONMINORITY MALE	LEON, FL	\$3,727.70
TERRY'S AWNING & CANVAS INC	NONMINORITY MALE	GADSDEN, FL	\$3,630.00
THE SWEET SHOP	NONMINORITY MALE	LEON, FL	\$245.00
THE CLOTHESLINE	NONMINORITY MALE	LEON, FL	\$8,064.44
THE PAINT CENTER	NONMINORITY MALE	LEON, FL	\$39,198.54
THE SAW-SAW PATCH COUNTRY WOODCRAFTS	NONMINORITY MALE	LEON, FL	\$640.00
THE SHOE BOX	NONMINORITY MALE	LEON, FL	\$50,312.17
THE STORAGE CENTER	NONMINORITY MALE	LEON, FL	\$5,636.00
TODDS GARAGE DOORS	NONMINORITY MALE	LEON, FL	\$1,300.00
TROPHY KING	NONMINORITY MALE	LEON, FL	\$15.90
TRUCK N' CAR CONCEPTS	NONMINORITY MALE	LEON, FL	\$17,289.50
TURNER SUPPLY COMPANY	NONMINORITY MALE	LEON, FL	\$2,172.17
ULTIMATE SOUND & LIGHT	NONMINORITY MALE	LEON, FL	\$2,589.72
WESLEY THIGPEN GENERAL SHEET METAL	NONMINORITY MALE	LEON, FL	\$210.00
WESTON TRAWICK, INC.	NONMINORITY MALE	LEON, FL	\$252.00
WHIDDON GLASS CO INC	NONMINORITY MALE	LEON, FL	\$11,852.38
WILEY AUTO PARTS	NONMINORITY MALE	LEON, FL	\$19.06
WILLIAMS COMMUNICATIONS	NONMINORITY FEMALE	LEON, FL	\$160.00
WILLIAMS COMMUNICATIONS	NONMINORITY MALE	LEON, FL	\$15,360.55
WILLIAMS PANHANDLE PROPANE	NONMINORITY MALE	LEON, FL	\$176.18
YOUR LOGO HERE	AFRICAN AMERICAN	LEON, FL	\$50.00

***APPENDIX B:  
ANALYSIS OF RACE/GENDER/  
ETHNICITY EFFECTS ON  
SELF-EMPLOYMENT  
PROPENSITY AND EARNINGS***

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## **APPENDIX B**

### **ANALYSIS OF RACE/GENDER/ETHNICITY EFFECTS ON SELF-EMPLOYMENT PROPENSITY AND EARNINGS**

#### ***Executive Summary***

The purpose of this analysis is to examine the effects of race and gender, along with other individual economic and demographic characteristics, on individuals' participation in the private sector as self-employed business operators, and on their earnings as a result of their participation in five categories of private sector business activity in the Tallahassee, FL, Consolidated Metropolitan Statistical Area (CMSA)<sup>1</sup>. Findings for minority business enterprises are compared to the self-employment participation and earnings record of nonminority male business owners to determine if a disparity in self-employment rates and earnings exists, and if it is attributable to differences in race, gender, or ethnicity. Adopting the methodology and variables employed by a City of Denver disparity study (see *Concrete Works v. City and County of Denver* <sup>2</sup>), we use Public Use Microdata Samples (PUMS) data derived from the 2000 Census of Population and Housing, to which we apply appropriate regression statistics to draw conclusions.

To guide this investigation, three general research questions were posed. Questions and variables used to respond to each, followed by a report of findings, are reported below:

1. Are racial, ethnic and gender minority groups less likely than nonminority males to be self-employed?

This analysis examined the statistical effects of the following variables on the likelihood of being self-employed in the study market area: Race, ethnicity, and gender of business owner (African American, Asian American, Hispanic American, Native American, nonminority women, nonminority men), marital status, age, self-reported health-related disabilities, availability of capital (household property value, monthly total mortgage payments, unearned income) and other characteristics (number of individuals over the age of 65 living in household, number of children under the age of 18 living in household) and level of education.

2. Does racial/gender/ethnic status have an impact on individual's self-employment earnings?

This analysis examined the statistical effects of the following variables on income from self-employment for business owners in the market area: Race, ethnicity, and gender of business owner (African American, Asian American, Hispanic American, Native American, nonminority women, nonminority men), marital status, age, self-reported health-related disabilities, and availability of capital (household property value, monthly total mortgage payments, unearned income) and level of education.

<sup>1</sup> The Tallahassee CMSA includes the following counties: Leon County, Florida; Gadsden County, Florida; Wakulla County, Florida; and Jefferson County, Florida.

<sup>2</sup> *Concrete Works v. City and County of Denver*, 321 F.3d 950 (10<sup>th</sup> Cir. 2003).

***Analysis of Race/Gender/Ethnicity Effects on Self-Employment Propensity and Earnings***

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3. If Minority and Women's Business Enterprises (M/WBEs) and nonminority males shared similar traits and marketplace "conditions" (that is, similar "rewards" in terms of capital and asset accrual), what would be the effect on rates of self-employment by race, ethnicity and gender?

Derived from a similar model employed by a City of Denver disparity study, MGT created a model that leveraged statistical findings in response to the first two questions. The objectives were to determine if race, gender, and ethnic effects derived from those findings would persist if nonminority male demographic and economic characteristics were combined with M/WBE self-employment data. More precisely, in contrast to Question 1, which permitted a comparison of self-employment rates based on demographic and economic characteristics reported by the 2000 census for individual M/WBE categories and nonminority males, respectively, this analysis posed the question, "How would M/WBE rates change, if M/WBE's operated in a nonminority male business world and how much of this change is attributable to race, gender or ethnicity?"

**Findings:**

1. Are racial, ethnic and gender minority groups less likely than nonminority males to be self-employed?
  - In all industries in the Tallahassee CMSA, nonminority males were over two and a half times as likely to be self-employed as African Americans, Hispanic Americans, and nonminority women.<sup>3</sup>
  - In the Tallahassee CMSA, nonminority males were over three and a half times as likely as nonminority women to be self-employed in the construction industry.
  - In the Tallahassee CMSA, nonminority males were nearly four times as likely as African Americans to be self-employed in professional services.
  - African Americans were less likely to be self-employed than were nonminority males in all industries.
2. Does race/gender/ethnic status have an impact on an individual's self-employment earnings?
  - In the Tallahassee CMSA, African Americans, Hispanic Americans, and nonminority women reported significantly lower earnings in all business type categories.
  - In the other services industry, African Americans, Hispanic American, and nonminority women reported significantly lower earnings than nonminority males in the Tallahassee CMSA: 19.2 percent, 96.3 percent, and 38.2 percent, respectively.

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<sup>3</sup> These 'likelihood' characteristics were derived from Exhibit 1 by calculating the inverse of the reported odds ratios.



**Analysis of Race/Gender/Ethnicity Effects on Self-Employment Propensity and Earnings**

- The most egregious effect on earnings elasticities was found in other services for Hispanic Americans. In other services, Hispanic Americans earned 96.3 percent less than nonminority males.
3. If M/WBEs and nonminority males shared similar traits and marketplace “conditions” (that is, similar “rewards” in terms of capital and asset accrual), what would be the effect on rates of self-employment by race, ethnicity, and gender?
- Overall, comparing self-employed nonminority males with self-employed African Americans in the Tallahassee CMSA, over 70 percent of the disparity in self-employment rates was attributable to race differences.
  - Comparing self-employed nonminority males with self-employed African Americans in the Tallahassee CMSA construction industry, over 67 percent of the disparity in self-employment rates was attributable to race differences.
  - Comparing self-employed nonminority males with self-employed African Americans in Tallahassee CMSA professional services, over 70 percent of the disparity in self-employment rates was attributable to race differences.
  - Comparing self-employed nonminority males with self-employed African Americans in Tallahassee CMSA other services, over 80 percent of the disparity in self-employment rates was attributable to gender differences.

**B.1.0 Introduction**

This report analyzes the availability of minority, nonminority women, and nonminority male firms in five categories of private sector business activity in the City of Tallahassee. The goal of this investigation is to examine the effects of race and gender, along with other individual economic and demographic characteristics, on individuals’ participation in the private sector as self-employed business operators, and on their earnings as a result of their participation. Ultimately, we will compare these findings to the self-employment participation and earnings record of nonminority male business owners to determine if a disparity in self-employment rates and earnings exists, and if it is attributable to racial or gender discrimination in the marketplace. Data for this investigation are provided by the Public Use Microdata Samples (PUMS) data derived from the 2000 Census of Population and Housing, to which we apply appropriate regression statistics to draw conclusions. **Exhibit B-1** presents a general picture of self-employment rates by race, median earnings, and sample sizes (n’s) in the City of Tallahassee CMSA, calculated from the five percent PUMS census sample.

The next section will discuss the research basis for this examination to lay the groundwork for a description of the models and methodologies to be employed. This will be followed by a presentation of findings regarding minority status effects on self-employment rates, self-employment earnings, and attributions of these differences to discrimination, per se.

**Analysis of Race/Gender/Ethnicity Effects on Self-Employment Propensity and Earnings**

**EXHIBIT B-1**  
**PERCENTAGE SELF-EMPLOYED/1999 EARNINGS BY**  
**RACE/GENDER/ETHNIC CATEGORY**  
**CITY OF TALLAHASSEE CMSA**

Race/Ethnic/Gender Category	Percent of the Population Self-Employed	1999 Sample Census n	1999 Median Earnings
Nonminority Males	22.93%	1,025	\$39,500.00
African American	6.83%	542	\$22,500.00
Hispanic American	8.70%	69	\$16,900.00
Asian American	21.74%	46	\$20,000.00
Native American	22.22%	18	\$112,500.00
Nonminority Women	10.40%	683	\$30,000.00
<b>TOTAL</b>	<b>15.23%</b>	<b>2,383</b>	<b>\$35,000.00</b>

Source: PUMS data from 2000 Census of Population and Housing.

**B.2.0 Self-Employment Rates and Earnings as an Analog of Business Formation and Maintenance**

Research in economics consistently supports the finding of group differences by race and gender in rates of business formation (see *Journal of Econometrics*, Vol. 61, Issue 1, devoted entirely to the econometrics of labor market discrimination and segregation). For a disparity study, however, the fundamental question is “How much of this difference is due to factors that would appear, at least superficially, to be related to group differences other than race, ethnicity, or gender, and how much can be attributed to discrimination effects related to one’s race/ethnic/gender affiliation?” We know, for instance, that most minority groups have a lower median age than do non-Hispanic whites (PUMS, 2000). We also know, in general, that the likelihood of being self-employed increases with age (PUMS, 2000). When social scientists speak of nonracial group differences, they are referring to such things as general differences in religious beliefs as these might influence group attitudes toward contraception, and, in turn, both birthrates and median age. A disparity study, therefore, seeks to examine these other important demographic and economic variables in conjunction with race and ethnicity, as they influence group rates of business formation, to determine if we can assert that discrimination against minorities is sufficiently present to warrant consideration of public sector legal remedies such as affirmative action and minority set-aside contracting.

Questions about marketplace dynamics affecting self-employment—or, more specifically, the odds of being able to form one’s own business and then to excel (that is, generate earnings growth)—are at the heart of disparity analysis research. Whereas early disparity studies tended to focus on gross racial disparities, merely documenting these is insufficient for inferring discrimination effects per se without “partialling out” effects due to nondiscriminatory factors. Moreover, to the extent that discrimination exists, it is likely to inhibit both the formation of minority business enterprises and their profits and growth. Consequently, earlier disparity study methodology and analysis have failed to account for the effects of discrimination on minority self-employment in at least two ways: (1) a failure to account adequately for the effects of discriminatory barriers

minorities face “up front” in attempting to form businesses; and (2) a failure to isolate and methodologically explain discrimination effects once minority businesses are formed.

The next section addresses these shortcomings, utilizing PUMS data derived from the 2000 U.S. Census to answer research questions about the effects of discrimination on self-employment and self-employment earnings using multiple regression statistics.

### **B.3.0 Research Questions, Statistical Models, and Methods**

Two general research questions were posed in the initial analysis:

- Are racial, ethnic, and gender minority groups less likely than nonminority males to be self-employed?
- Does race/gender/ethnic status have an impact on individuals' earnings?

A third question, to be addressed later—How much does race/ethnic/gender discrimination influence the probability of being self-employed?—draws conclusions based on findings from questions one and two.

To answer the first two questions, we employed two multivariate regression techniques, respectively: logistic regression and linear regression. To understand the appropriate application of these regression techniques, it is helpful to explore in greater detail the questions we are trying to answer. The dependent variables in questions I and II—that is, the phenomena to be explained by influences such as age, race, gender, and disability status, for example (the independent or “explanatory” variables)—are, respectively: the probability of self-employment status (a binary, categorical variable based on two possible values: 0 = not self-employed/1 = self-employed) and 1999 earnings from self-employment (a continuous variable). In our analysis, the choice of regression approach was based on the scale of the dependent variable (in question I, a categorical scale with only two possible values, and in question II, a continuous scale with many possible values). Because binary logistic regression is capable of performing an analysis in which the dependent variable is categorical, it was employed for the analysis of question I.<sup>4</sup> To analyze question II in which the dependent variable is continuous, we used simple linear regression.

#### **B.3.1 Deriving the Logistic Regression Model from the Simple Linear Model**

The logistic regression model can be derived with reference to the simple linear regression model expressed mathematically as:

$$Y = \beta_0 + \beta_1 X_1 + \beta_2 X_2 + \beta_3 X_3 + \beta_4 X_4 + \beta_5 X_5 + \dots + \varepsilon$$

<sup>4</sup> Logistical regression, or logit, models generate predicted probabilities that are almost identical to those calculated by a probit procedure, used in *Concrete Works v. City and County of Denver* case. Logit, however, has the added advantage of dealing more effectively with observations at the extremes of a distribution. For a complete explanation, see *Interpreting Probability Models* (T.F. Liao, Text 101 in the Sage University series).

***Analysis of Race/Gender/Ethnicity Effects on Self-Employment Propensity and Earnings***

Where:

- Y = a continuous variable (e.g., 1999 earnings from self-employment)
- $\beta_0$  = the constant, representing the value of Y when  $X_i = 0$
- $\beta_i$  = coefficient representing the magnitude of  $X_i$ 's effect on Y
- $X_i$  = the independent variables, such as age, human capital (e.g., level of education), availability of capital, race/ethnicity/gender, etc.
- $\varepsilon$  = the error term, representing the variance in Y unexplained by  $X_i$

This equation may be summarized as:

$$E(Y) = \mu = \sum_{k=1}^K \beta_k x_k$$

in which Y is the dependent variable and  $\mu$  represents the expected values of Y as a result of the effects of  $\beta$ , the explanatory variables. When we study a random distribution of Y using the linear model, we specify its expected values as a linear combination of K unknown parameters and the covariates or explanatory variables. When this model is applied to data in the analysis, we are able to find the statistical link between the dependent variable and the explanatory or independent variables.

Suppose we introduce a new term,  $\eta$ , into the linear model such that:

$$\eta = \mu = \sum_{k=1}^K \beta_k x_k$$

When the data are randomly distributed, the link between  $\eta$  and  $\mu$  is linear, and a simple linear regression can be used. However, to answer the first question, the categorical dependent variable was binomially distributed. Therefore, the link between  $\eta$  and  $\mu$  became  $\eta = \log[\mu/(1-\mu)]$  and logistic regression was utilized to determine the relationship between the dependent variable and the explanatory variables, calculated as a probability value (e.g., the probability of being self-employed when one is African American). The logistic regression model is expressed mathematically as:

$$\log[\mu/1(1-\mu)] = \alpha + \beta_i X_n + \varepsilon$$

Where:

- $(\mu/1-\mu)$  = the probability of being self-employed
- $\alpha$  = a constant value
- $\beta_i$  = coefficient corresponding to independent variables
- $X_n$  = selected individual characteristic variables, such as age, marital status, education, race, and gender
- $\varepsilon$  = error term, representing the variance in Y unexplained by  $X_i$

This model can now be used to determine the relationship between a single categorical variable (0 = not self-employed/1 = self-employed) and a set of characteristics hypothesized

to influence the probability of finding a 0 or 1 value for the categorical variable. The result of this analysis illustrates not only the extent to which a characteristic can increase or decrease the likelihood that the categorical variable will be a 0 or a 1, but also whether the effect of the influencing characteristics is positive or negative in relation to being self-employed.

#### **B.4.0 Results of the Self-Employment Analysis**

##### **B.4.1 Question I: Are Racial, Ethnic, and Gender Minority Groups Less Likely than Nonminority Males to Be Self-Employed?**

To derive a set of variables known to predict employment status (self-employed/not self-employed), we used the 5 percent PUMS data from Census 2000. Binary logistic regression was used to calculate the probability of being self-employed, the dependent variable, with respect to socioeconomic and demographic characteristics selected for their potential to influence the likelihood of self-employment. The sample for the analysis was limited to labor force participants who met to the following criteria:

- Resident of the Tallahassee CMSA
- Self-employed in construction, professional services, other services, architecture and engineering,<sup>5</sup> or goods and supplies
- Employed full-time (more than 35 hours a week)
- 18 years of age or older
- Employed in the private sector

Next, we derived the following variables hypothesized as predictors of employment status:

- ***Race and Sex:*** African American, Asian American, Hispanic American, Native American, nonminority woman, nonminority male
- ***Availability of Capital:*** Homeownership, home value, mortgage rate, unearned income, residual income
- ***Marital Status***
- ***Ability to Speak English Well***
- ***Disability Status:*** From individuals' reports of health-related disabilities
- ***Age and Age Squared:*** Squaring the age variable acknowledges the positive, curvilinear relationship between each year of age and earnings.

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<sup>5</sup> Due to inadequate sample numbers for all races in the Architecture and Engineering PUMS 2000 data, A & E was merged with the Professional Services category.

***Analysis of Race/Gender/Ethnicity Effects on Self-Employment Propensity and Earnings***

- ***Owner's Level of Education***
- ***Number of Individuals Over the Age of 65 Living in Household***
- ***Number of Children Under the Age of 18 Living in Household***

***B.4.1.1 Findings***

Binary logistic regression analysis provided estimates of the relationship between the independent variables described above and the probability of being self-employed in the four types of business industries. In **Exhibit B-2**, odds ratios are presented by minority group, reporting the effect of race/ethnicity/gender on the odds of being self-employed in 1999, holding all other variables constant. Full regression results for all the variables are presented in **Appendix C**.

**EXHIBIT B-2**  
**SELF-EMPLOYMENT "ODDS RATIOS" OF MINORITY GROUPS RELATIVE TO**  
**NONMINORITY MALES AFTER CONTROLLING FOR**  
**SELECTED DEMOGRAPHIC AND ECONOMIC CHARACTERISTICS**  
**CITY OF TALLAHASSEE CMSA**

Race/Ethnic Group	All Industries	Construction	Professional Services	Other Services	Goods & Supplies
African American	<b>0.326</b>	0.573	<b>0.257</b>	<b>0.477</b>	0.069
Hispanic American	<b>0.395</b>	*	1.591	0.300	1.114
Asian American	1.007	*	1.860	0.984	2.038
Native American	1.231	3.711	*	1.654	*
Nonminority Women	<b>0.392</b>	<b>0.282</b>	<b>0.357</b>	1.042	0.732

Source: PUMS data from 2000 Census of Population and Housing and MGT of America, Inc., calculations using SPSS.

Note: **Bold** indicates that the estimated "odds ratio" for the group was statistically significant. The architecture and engineering business industry was excluded from this analysis because of the insufficient data.

\* There were insufficient census numbers available for analysis.

The results reveal the following:

- In all industries in the Tallahassee CMSA, nonminority males were over two and a half times as likely to be self-employed as African Americans, Hispanic Americans, and nonminority women.<sup>6</sup>
- In the Tallahassee CMSA, nonminority males were over three and a half times as likely as nonminority women to be self-employed in the construction industry.
- In the Tallahassee CMSA, nonminority males were nearly four times as likely as African Americans to be self-employed in professional services.

<sup>6</sup> These "likelihood" characteristics were derived from Exhibit 1 by calculating the inverse of the reported odds ratios.

**Analysis of Race/Gender/Ethnicity Effects on Self-Employment Propensity and Earnings**

- African Americans were less likely to be self-employed than were nonminority males in all industries.

**B.4.2 Question II: Does Race/Gender/Ethnic Status Have an Impact on Individuals' Earnings?**

To answer this question, we compared self-employed, minority, and women entrepreneurs' earnings to those of nonminority males in the Tallahassee CMSA, when the effect of other demographic and economic characteristics was controlled or "neutralized." That is, we were able to examine the earnings of self-employed individuals of similar education levels, ages, etc., to permit earnings comparisons by race/gender/ethnicity.

To derive a set of variables known to predict earnings, the dependent variable, we used 1999 wages from employment for self-employed individuals, as reported in the 5 percent PUMS data. These included:

- **Race and Sex:** African American, Asian American, Hispanic American, Native American, nonminority woman, nonminority males
- **Availability of Capital:** Homeownership, home value, mortgage rate, unearned income, residual income
- **Marital Status**
- **Ability to Speak English Well**
- **Disability Status:** From individuals' reports of health-related disabilities
- **Age and Age Squared:** Squaring the age variable acknowledges the positive, curvilinear relationship between each year of age and earnings.
- **Owner's Level of Education**

**B.4.2.1 Findings**

**Exhibit B-3** presents the results of the linear regression model estimating the effects of selected demographic and economic variables on self-employment earnings. Each number (coefficient) in the exhibit represents a percent change in earnings. For example, the corresponding number for an African American in all industries is -.404, meaning that an African American will earn 40.4 percent less than a nonminority male when the statistical effects of the other variables in the equation are "controlled for." Full regression results for all the variables are presented in **Appendix C**.

**EXHIBIT B-3**  
**EARNINGS ELASTICITIES OF MINORITY GROUPS RELATIVE TO NONMINORITY**  
**MALES AFTER CONTROLLING FOR**  
**SELECTED DEMOGRAPHIC AND ECONOMIC CHARACTERISTICS**  
**CITY OF TALLAHASSEE CMSA**

Race/Ethnic Group	All Industries	Construction	Professional Services	Other Services	Goods & Supplies
African American	-0.139	-0.278	-0.457	-0.192	-0.784
Hispanic American	-0.374	*	0.469	-0.963	-0.757
Asian American	0.046	*	0.172	0.041	0.569
Native American	<b>0.852</b>	-0.101	*	0.943	*
Nonminority Women	-0.129	0.294	-0.176	<b>-0.382</b>	0.056

Source: PUMS data from 2000 Census of Population and Housing and MGT of America, Inc., calculations using SPSS.

Note: **Bold** indicates that the estimated "elasticities" for the group were statistically significant. The architecture and engineering business industry was excluded from this analysis because of insufficient data.

\* There were insufficient census numbers available for analysis.

The results reveal the following:

- In the Tallahassee CMSA, African Americans, Hispanic Americans, and nonminority women reported significantly lower earnings in all business type categories.
- In the other services industry, African Americans, Hispanic American, and nonminority women reported significantly lower earnings than nonminority males in the Tallahassee CMSA: 19.2 percent, 96.3 percent, and 38.2 percent, respectively.
- The most egregious effect on earnings elasticities was found in other services for Hispanic Americans. In other services, Hispanic Americans earned 96.3 percent less than nonminority males.

**B.4.3 Disparities in Rates of Self-Employment: How Much Can Be Attributed to Discrimination?**

Results of the analyses of self-employment rates and 1999 self-employment earnings revealed general disparities between minority and nonminority self-employed individuals whose businesses were located in the Tallahassee CMSA.

**Exhibit B-4** presents the results of these analyses. Column A reports observed employment rates for each race/gender group, calculated directly from the PUMS 2000 data. To obtain values in columns B and C, we calculated two predicted self-employment rates using the following equation:

$$Pr ob(y = 1) = \sum_{k=1}^K (e^{\beta_k x_k} / 1 + e^{\beta_k x_k})$$



Where:

- $Pr ob(y = 1)$  = represents the probability of being self-employed  
 $\beta_k$  = coefficient corresponding to the independent variables used in the logistic regression analysis of self-employment probabilities  
 $x_k$  = the mean values of these same variables

The first of these predicted self-employment rate calculations (in column B) presents nonminority male self-employment rates as they would be if their characteristics (that is,  $x_k$ , or mean values for the independent variables) were applied to minority market structures (represented for each race by their  $\beta_k$  or odds coefficient values). The second self-employment rate calculation (in column C) presents minority self-employment rates as they would be if minorities were rewarded in a similar manner as nonminority males in the nonminority male market structure: that is, by multiplying the minority means (i.e., characteristics) by the estimated nonminority coefficients for both race and the other independent variables.

***Analysis of Race/Gender/Ethnicity Effects on Self-Employment Propensity and Earnings***

**EXHIBIT B-4  
OBSERVED AND PREDICTED SELF-EMPLOYMENT RATES**

<b>CITY OF TALLAHASSEE CMSA</b>					
<b>Business/Race Group</b>	<b>Observed Self-Employment Rates</b>	<b>White Characteristics and Own Market Structure</b>	<b>Own Characteristics and White Market Structure</b>	<b>Disparity Ratio (column A divided by column C)</b>	<b>Portion of Difference Due to Discrimination</b>
	(A)	(B)	(C)	(D)	(E)
<b>Overall</b>					
Nonminority Males	0.2293	0.2293	0.2293	1.000	
African American	0.0683	0.1030	0.1813	0.3764	70.23%
Hispanic American	0.0870	0.1221	0.3051	0.2850	n/d
Asian American	0.2174	0.2616	0.1977	1.0993	n/d
Native American	0.2222	0.3022	0.2462	0.9025	n/d
Nonminority Women	0.1040	0.1211	0.2679	0.3880	n/d
<b>Construction</b>					
Nonminority Males	0.3496	0.3496	0.3496	1.000	
African American	0.2037	0.2912	0.3015	0.6755	67.07%
Hispanic American	0.0000	0.0000	0.0572	0.0000	16.35%
Asian American	0.0000	0.0000	0.0572	0.0000	16.35%
Natvie American	0.6667	0.7269	0.4835	1.3789	57.78%
Nonminority Women	0.1404	0.1681	0.3992	0.3516	n/d
<b>Professional Services</b>					
Nonminority Males	0.2477	0.2477	0.2477	1.000	
African American	0.0211	0.1246	0.1897	0.1114	74.38%
Hispanic American	0.1333	0.4683	0.4385	0.3041	n/d
Asian American	0.2727	0.5073	0.2113	1.2909	n/d
Natvie American	0.0000	0.0000	0.0000	0.0000	n/d
Nonminority Women	0.0557	0.1652	0.2920	0.1908	n/d
<b>Other Services</b>					
Nonminority Males	0.2434	0.2434	0.2434	1.0000	
African American	0.1078	0.1563	0.2196	0.4910	82.45%
Hispanic American	0.0952	0.1043	0.4209	0.2263	n/d
Asian American	0.2400	0.2765	0.1924	1.2475	n/d
Natvie American	0.2857	0.3911	0.2328	1.2272	n/d
Nonminority Women	0.2444	0.2881	0.2754	0.8875	n/d
<b>Goods &amp; Supplies</b>					
Nonminority Males	0.1000	0.1000	0.1000	1.000	
African American	0.0070	0.0102	0.3175	0.0222	n/d
Hispanic American	0.1053	0.1415	0.1123	0.9375	n/d
Asian American	0.1667	0.2318	0.0644	2.5862	n/d
Natvie American	0.0000	0.0000	0.0001	0.0000	0.07%
Nonminority Women	0.0758	0.0978	0.1092	0.6940	n/d

Source: PUMS data from 2000 Census of Population and Housing and MGT of America, Inc., calculations using SPSS and Microsoft Excel.

n/d: No discrimination was found.

Using these calculations, we were able to determine a percentage of the disparities in self-employment between minorities and nonminority males attributable to discrimination by dividing the observed self-employment rate for a particular minority group (column A) by the predicted self-employment rate as it would be if minority groups faced the same market structure as nonminority males (column C). Next, we calculated the difference between the predicted self-employment rate as it would be if minority groups faced the same market structure as nonminority males and the observed self-employment rate for that minority group, and divided this value by the difference between the observed self-

## **Analysis of Race/Gender/Ethnicity Effects on Self-Employment Propensity and Earnings**

employment rate for nonminority males and the self-employment rate for a particular minority group. In the absence of discrimination, this number is zero, which means disparities in self-employment rates between minority groups and nonminority males can be attributed to differences in group characteristics not associated with discrimination. Conversely, as this value approaches 1.0, we are able to attribute disparities increasingly to discrimination in the marketplace.

### **B.4.4 Findings**

Examining the results reported in **Exhibit B-4**, we found the following:

- Overall, comparing self-employed nonminority males with self-employed African Americans in the Tallahassee CMSA, over 70 percent of the disparity in self-employment rates was attributable to race differences.
- Comparing self-employed nonminority males with self-employed African Americans in the Tallahassee CMSA construction industry, over 67 percent of the disparity in self-employment rates was attributable to race differences.
- Comparing self-employed nonminority males with self-employed African Americans in Tallahassee CMSA professional services, over 70 percent of the disparity in self-employment rates was attributable to race differences.
- Comparing self-employed nonminority males with self-employed African Americans in Tallahassee CMSA other services, over 80 percent of the disparity in self-employment rates was attributable to gender differences.

### **B.5.0 Summary of Self-Employment Analysis Findings**

In general, findings from the PUMS 2000 data indicate that minorities were significantly less likely than nonminority males to be self-employed and, if they were self-employed, they earned significantly less in 1999 than did self-employed nonminority males. When self-employment rates were stratified by race and by business type, trends varied within individual race-by-type cells, but disparities persisted, in general, for African Americans, Hispanic Americans, and nonminority women. When group self-employment rates were submitted to MGT's disparity-due-to-minority-status analysis, findings supported the conclusion that disparities for these three groups (of adequate sample size to permit interpretation) were likely the result of differences in the marketplace due to race, gender, and ethnicity.<sup>7</sup>

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<sup>7</sup> **Appendix C** reports self-employment rates and earnings in greater detail by race/gender/ethnicity and business type.

## ***APPENDIX C: PUMS REGRESSION ANALYSIS***

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## **APPENDIX C LEON COUNTY, FLORIDA BASED ON CITY TALLAHASSEE CMSA PUMS REGRESSION ANALYSIS**

### **EXHIBIT C-a RESULTS OF LOGISTIC REGRESSION EXPLANATION OF RESULTS AND VARIABLES**

#### ***Logistic Regression Output***

Below, variable names and operational definitions are provided. When interpreting **Exhibits C-1 to C-5**, the third column—Exp (B)—is the most informative index with regard to the influence of the independent variables on the likelihood of being self-employed. From the inverse of this value, we can interpret a likelihood value of its effect on self-employment. For example the Exp (B) for an African American is .326, from **Exhibit C-1**; the inverse of this is 3.07. This means that a nonminority male is 3.07 times more likely to be self-employed than an African American. Columns A and B are reported as a matter of convention to give the reader another indicator of both the magnitude of the variable's effect and the direction of the effect ("–" suggests the greater the negative B value the more it depresses the likelihood of being self-employed, and vice versa for a positive B value). It is noteworthy that theoretically "race-neutral" variables (e.g., marital status) tend to impact the likelihood of self-employment positively and that the race/ethnicity/gender variables, in general, tend to have a negative effect on self-employment.

#### ***Variables***

##### **Race, ethnicity, and gender indicator variables:**

- African American
- Asian American
- Hispanic American
- Native American
- Sex: Nonminority woman or not

##### **Other indicator variables:**

- Marital Status: Married or not.
- Age
- Age<sup>2</sup>: age squared. Used to acknowledge the positive, curvilinear relationship between each year of age and self-employment.
- Disability: Individuals self-reported health-related disabilities.
- Tenure: Owns their own home.
- Value: Household property value.
- Mortgage: Monthly total mortgage payments.
- Unearn: Unearned income, such as interests and dividends.
- Resdinc: Household income less individuals personal income.
- P65: Number of individuals over the age of 65 living in the household.
- P18: Number of children under the age of 18 living in the household.
- Some College: Some college education.
- College Graduate: College degree.
- More than College: Professional or graduate degree.

**EXHIBIT C-1  
RESULTS OF LOGISTIC REGRESSION  
OVERALL**

City of Tallahassee CMSA			
	B	Sig.	Exp (B)
African American	<b>-1.119</b>	0.000	0.326
Hispanic American	<b>-0.928</b>	0.037	0.395
Asian American	0.007	0.986	1.007
Native American	0.208	0.725	1.231
Sex (1=Female)	<b>-0.937</b>	0.000	0.392
Marital Status (1=Married)	0.058	0.704	1.059
Age	0.096	0.079	1.101
Age <sup>2</sup>	-0.001	0.198	0.999
Disability (1=Yes)	-0.022	0.908	0.979
Tenure (1=Yes)	0.346	0.074	1.413
Value	<b>0.049</b>	0.001	1.051
Mortgage	0.000	0.880	1.000
Unearn	0.000	0.551	1.000
Resdinc	<b>0.000</b>	0.035	1.000
P65	-0.292	0.267	0.747
P18	0.114	0.052	1.121
Some College (1=Yes)	-0.068	0.665	0.934
College Graduate (1=Yes)	-0.126	0.468	0.882
More than College (1=Yes)	0.184	0.357	1.202
Number of Observations	2383		
Chi-squared statistic (df=19)	191.01945		
Log Likelihood	-1842.765		

Source: The Public Use Microdata Samples (PUMS) data from 2000 Census of Population and MGT of America, Inc., calculations using SPSS.

Note: **BOLD** indicates the value is statistically significant at  $p < .05$ .

Estimation was conducted using the Binary Logistic command on SPSS. The Binary Logistic command performs binary logistic regressions and reports estimated coefficients and odds ratios that measure the effect on the probability of each one-unit increase in the included variables.

**EXHIBIT C-2  
RESULTS OF LOGISTIC REGRESSION  
CONSTRUCTION**

City of Tallahassee CMSA			
	B	Sig.	Exp (B)
African American	-0.557	0.158	0.573
Hispanic American	-20.160	0.998	0.000
Asian American	-20.232	0.999	0.000
Native American	1.311	0.344	3.711
Sex (1=Female)	<b>-1.267</b>	0.003	0.282
Marital Status (1=Married)	0.291	0.336	1.338
Age	0.019	0.857	1.019
Age <sup>2</sup>	0.000	0.944	1.000
Disability (1=Yes)	-0.338	0.366	0.713
Tenure (1=Yes)	0.518	0.211	1.679
Value	0.059	0.077	1.061
Mortgage	0.000	0.609	1.000
Unearn	0.000	0.183	1.000
Resdinc	0.000	0.487	1.000
P65	-1.665	0.123	0.189
P18	0.004	0.977	1.004
Some College (1=Yes)	0.313	0.290	1.368
College Graduate (1=Yes)	-0.413	0.295	0.662
More than College (1=Yes)	-0.472	0.453	0.624
Number of Observations	378		
Chi-squared statistic (df=19)	61.577		
Log Likelihood	-388.8687		

Source: The Public Use Microdata Samples (PUMS) data from 2000 Census of Population and MGT of America, Inc., calculations using SPSS.

Note: **BOLD** indicates the value is statistically significant at  $p < .05$ .

Estimation was conducted using the Binary Logistic command on SPSS. The Binary Logistic command performs binary logistic regressions and reports estimated coefficients and odds ratios that measure the effect on the probability of each one-unit increase in the included variables.

**EXHIBIT C-3  
RESULTS OF LOGISTIC REGRESSION  
PROFESSIONAL SERVICES**

City of Tallahassee CMSA			
	B	Sig.	Exp (B)
African American	<b>-1.358</b>	0.041	0.257
Hispanic American	0.464	0.631	1.591
Asian American	0.621	0.468	1.860
Native American	-18.515	0.999	0.000
Sex (1=Female)	<b>-1.029</b>	0.002	0.357
Marital Status (1=Married)	0.172	0.666	1.187
Age	<b>0.428</b>	0.009	1.534
Age <sup>2</sup>	<b>-0.004</b>	0.021	0.996
Disability (1=Yes)	0.342	0.510	1.408
Tenure (1=Yes)	0.641	0.197	1.898
Value	<b>0.084</b>	0.030	1.087
Mortgage	0.000	0.343	1.000
Unearn	0.000	0.667	1.000
Resdinc	0.000	0.252	1.000
P65	-0.055	0.921	0.947
P18	0.181	0.192	1.198
Some College (1=Yes)	0.669	0.417	1.952
College Graduate (1=Yes)	<b>1.918</b>	0.013	6.806
More than College (1=Yes)	<b>2.211</b>	0.004	9.127
Number of Observations	754		
Chi-squared statistic (df=19)	154.74		
Log Likelihood	-368.0563		

Source: The Public Use Microdata Samples (PUMS) data from 2000 Census of Population and MGT of America, Inc., calculations using SPSS.

Note: **BOLD** indicates the value is statistically significant at  $p < .05$ .

Estimation was conducted using the Binary Logistic command on SPSS. The Binary Logistic command performs binary logistic regressions and reports estimated coefficients and odds ratios that measure the effect on the probability of each one-unit increase in the included variables.



**EXHIBIT C-4  
RESULTS OF LOGISTIC REGRESSION  
OTHER SERVICES**

City of Tallahassee CMSA			
	B	Sig.	Exp (B)
African American	<b>-0.740</b>	0.013	0.477
Hispanic American	-1.204	0.130	0.300
Asian American	-0.016	0.975	0.984
Native American	0.503	0.573	1.654
Sex (1=Female)	0.041	0.876	1.042
Marital Status (1=Married)	-0.053	0.834	0.949
Age	0.075	0.415	1.078
Age <sup>2</sup>	-0.001	0.530	0.999
Disability (1=Yes)	0.348	0.233	1.417
Tenure (1=Yes)	0.119	0.735	1.126
Value	<b>0.064</b>	0.010	1.066
Mortgage	0.000	0.897	1.000
Unearn	0.000	0.403	1.000
Resdinc	0.000	0.088	1.000
P65	-0.437	0.321	0.646
P18	0.151	0.126	1.164
Some College (1=Yes)	0.171	0.508	1.187
College Graduate (1=Yes)	0.057	0.853	1.059
More than College (1=Yes)	-0.004	0.992	0.996
Number of Observations	659		
Chi-squared statistic (df=19)	55.384		
Log Likelihood	-599.125		

Source: The Public Use Microdata Samples (PUMS) data from 2000 Census of Population and MGT of America, Inc., calculations using SPSS.

Note: **BOLD** indicates the value is statistically significant at  $p < .05$ .

Estimation was conducted using the Binary Logistic command on SPSS. The Binary Logistic command performs binary logistic regressions and reports estimated coefficients and odds ratios that measure the effect on the probability of each one-unit increase in the included variables.

**EXHIBIT C-5  
RESULTS OF LOGISTIC REGRESSION  
GOODS AND SUPPLIES**

City of Tallahassee CMSA			
	B	Sig.	Exp (B)
African American	<b>-2.670</b>	0.010	0.069
Hispanic American	0.108	0.896	1.114
Asian American	0.712	0.538	2.038
Native American	-17.942	0.999	0.000
Sex (1=Female)	-0.312	0.442	0.732
Marital Status (1=Married)	0.072	0.871	1.075
Age	0.253	0.152	1.288
Age <sup>2</sup>	-0.002	0.240	0.998
Disability (1=Yes)	-0.651	0.316	0.522
Tenure (1=Yes)	-0.427	0.520	0.652
Value	0.006	0.888	1.006
Mortgage	0.000	0.588	1.000
Unearn	0.000	0.430	1.000
Resdinc	0.000	0.304	1.000
P65	0.687	0.220	1.987
P18	0.154	0.327	1.166
Some College (1=Yes)	0.000	0.999	1.000
College Graduate (1=Yes)	0.135	0.770	1.144
More than College (1=Yes)	0.515	0.485	1.674
Number of Observations	592		
Chi-squared statistic (df=19)	37.854		
Log Likelihood	-270.4627		

Source: The Public Use Microdata Samples (PUMS) data from 2000 Census of Population and MGT of America, Inc., calculations using SPSS.

Note: **BOLD** indicates the value is statistically significant at  $p < .05$ .

Estimation was conducted using the Binary Logistic command on SPSS. The Binary Logistic command performs binary logistic regressions and reports estimated coefficients and odds ratios that measure the effect on the probability of each one-unit increase in the included variables.

**EXHIBIT C-b  
RESULTS OF LINEAR REGRESSION  
EXPLANATION OF RESULTS AND VARIABLES**

***Linear Regression Output***

Below, variable names and operational definitions are provided. When interpreting the linear regression **Exhibits C-6 to C-10**, the first column—Unstandardized B—is the most informative index with regard to the influence of the independent variables on the earnings of a self-employed individual. Each number in this column represents a percent change in earnings. For example, the corresponding number for an African American is -.139, from **Exhibit C-6**, meaning that an African American will earn 13.9 percent less than a nonminority male. The other four columns are reported in order to give the reader another indicator of both the magnitude of the variable's effect and the direction of the effect. Std. Error reports the standard deviation in the sampling distribution. Standardized B reports the standard deviation change in the dependent variable from on standard deviation increase in the independent variable. The t and Sig. columns simply report the level and strength of a variable's significance.

***Variables***

**Race, ethnicity, and gender indicator variables:**

- African American
- Asian American
- Hispanic American
- Native American
- Nonminority Woman

**Other indicator variables:**

- Marital Status: Married or not.
- Disability: Individuals self-reported health-related disabilities.
- Age
- Age<sup>2</sup>: age squared. Used to acknowledge the positive, curvilinear relationship between each year of age and self-employment.
- Speaks English Well: Person's ability to speak English if not a native speaker.
- Some College: Some college education.
- College Graduate: College degree.
- More than College: Professional or graduate degree.

**EXHIBIT C-6  
RESULTS OF LINEAR REGRESSION  
OVERALL**

City of Tallahassee CMSA					
	Unstandardized		Standardized	t	Sig.
	B	Std. Error	B		
African American	-0.139	0.148	-0.046	-0.940	0.348
Hispanic American	-0.374	0.355	-0.052	-1.054	0.293
Asian American	0.046	0.300	0.008	0.155	0.877
Native American	0.852	0.420	0.098	2.030	0.043
Nonminority Women	-0.129	0.113	-0.056	-1.141	0.255
Marital Status	<b>0.207</b>	0.105	0.099	1.973	0.049
Disability (1=Yes)	<b>-0.411</b>	0.138	-0.146	-2.985	0.003
Age	<b>0.087</b>	0.039	0.909	2.206	0.028
Age <sup>2</sup>	<b>-0.001</b>	0.000	-0.859	-2.089	0.037
Speaks English Well	-0.109	0.207	-0.029	-0.528	0.598
Some College (1=Yes)	0.024	0.114	0.012	0.209	0.835
College Graduate	<b>0.475</b>	0.122	0.220	3.907	0.000
More than College	<b>0.763</b>	0.136	0.320	5.612	0.000
Constant	8.288	0.841		9.859	0.000

Source: The Public Use Microdata Samples (PUMS) data from 2000 Census of Population and MGT of America, Inc., calculations using SPSS.

Note: **BOLD** indicates the value is statistically significant at  $p < .05$ .

Estimation was conducted using the Binary Logistic command on SPSS. The Binary Logistic command performs binary logistic regressions and reports estimated coefficients and odds ratios that measure the effect on the probability of each one-unit increase in the included variables.

**EXHIBIT C-7  
RESULTS OF LINEAR REGRESSION  
CONSTRUCTION**

City of Tallahassee CMSA					
	Unstandardized		Standardized	t	Sig.
	B	Std. Error	B		
African American	-0.278	0.241	-0.107	-1.153	0.252
Native American	-0.101	0.618	-0.017	-0.164	0.870
Nonminority Women (1=Female)	0.294	0.272	0.098	1.079	0.283
Marital Status (1=Married)	<b>0.331</b>	0.160	0.188	2.064	0.042
Disability (1=Yes)	-0.043	0.231	-0.018	-0.186	0.852
Age	<b>0.177</b>	0.059	2.264	2.985	0.004
Age <sup>2</sup>	<b>-0.002</b>	0.001	-2.296	-3.023	0.003
Speaks English Well (1=Yes)	<b>1.963</b>	0.619	0.336	3.169	0.002
Some College (1=Yes)	-0.129	0.167	-0.076	-0.773	0.442
College Graduate (1=Yes)	0.414	0.220	0.177	1.881	0.063
More than College (1=Yes)	-0.088	0.346	-0.024	-0.255	0.799
Constant	6.560	1.218		5.386	0.000

Source: The Public Use Microdata Samples (PUMS) data from 2000 Census of Population and MGT of America, Inc., calculations using SPSS.

Note: **BOLD** indicates the value is statistically significant at  $p < .05$ .

Estimation was conducted using the Binary Logistic command on SPSS. The Binary Logistic command performs binary logistic regressions and reports estimated coefficients and odds ratios that measure the effect on the probability of each one-unit increase in the included variables.

**EXHIBIT C-8  
RESULTS OF LINEAR REGRESSION  
PROFESSIONAL SERVICES**

City of Tallahassee CMSA					
	Unstandardized		Standardized	t	Sig.
	B	Std. Error	B		
African American	-0.457	0.613	-0.087	-0.745	0.459
Hispanic American	0.469	0.725	0.073	0.646	0.520
Asian American	0.172	0.662	0.033	0.260	0.795
Nonminority Women (1=Female)	-0.176	0.277	-0.077	-0.636	0.527
Marital Status (1=Married)	0.285	0.351	0.102	0.814	0.419
Disability (1=Yes)	<b>-0.954</b>	0.454	-0.252	-2.102	0.039
Age	-0.072	0.138	-0.580	-0.523	0.603
Age <sup>2</sup>	0.001	0.001	0.511	0.462	0.645
Speaks English Well (1=Yes)	0.040	0.485	0.011	0.083	0.934
Some College (1=Yes)	-1.412	0.785	-0.400	-1.799	0.076
College Graduate (1=Yes)	-0.661	0.746	-0.318	-0.885	0.379
More than College (1=Yes)	-0.494	0.745	-0.250	-0.663	0.509
Constant	13.565	3.406		3.982	0.000

Source: The Public Use Microdata Samples (PUMS) data from 2000 Census of Population and MGT of America, Inc., calculations using SPSS.

Note: **BOLD** indicates the value is statistically significant at  $p < .05$ .

Estimation was conducted using the Binary Logistic command on SPSS. The Binary Logistic command performs binary logistic regressions and reports estimated coefficients and odds ratios that measure the effect on the probability of each one-unit increase in the included variables.

**EXHIBIT C-9  
RESULTS OF LINEAR REGRESSION  
OTHER SERVICES**

City of Tallahassee CMSA					
	Unstandardized		Standardized	t	Sig.
	B	Std. Error	B		
African American	-0.192	0.178	-0.095	-1.075	0.285
Hispanic American	-0.963	0.513	-0.156	-1.876	0.063
Asian American	0.041	0.342	0.011	0.119	0.906
Native American	0.943	0.515	0.153	1.831	0.070
Nonminority Women (1=Female)	<b>-0.382</b>	0.151	-0.219	-2.529	0.013
Marital Status (1=Married)	0.252	0.140	0.154	1.797	0.075
Disability (1=Yes)	<b>-0.345</b>	0.171	-0.168	-2.020	0.046
Age	0.016	0.066	0.200	0.247	0.805
Age <sup>2</sup>	0.000	0.001	-0.024	-0.030	0.976
Speaks English Well (1=Yes)	<b>-0.508</b>	0.241	-0.194	-2.106	0.037
Some College (1=Yes)	0.201	0.153	0.128	1.310	0.193
College Graduate (1=Yes)	<b>0.461</b>	0.176	0.253	2.627	0.010
More than College (1=Yes)	0.131	0.259	0.046	0.505	0.614
Constant	9.542	1.367		6.982	0.000

Source: The Public Use Microdata Samples (PUMS) data from 2000 Census of Population and MGT of America, Inc., calculations using SPSS.

Note: **BOLD** indicates the value is statistically significant at  $p < .05$ .

Estimation was conducted using the Binary Logistic command on SPSS. The Binary Logistic command performs binary logistic regressions and reports estimated coefficients and odds ratios that measure the effect on the probability of each one-unit increase in the included variables.

**EXHIBIT C-10  
RESULTS OF LINEAR REGRESSION  
GOODS AND SUPPLIES**

City of Tallahassee CMSA					
	Unstandardized		Standardized	t	Sig.
	B	Std. Error	B		
African American	-0.784	1.125	-0.128	-0.697	0.491
Hispanic American	-0.757	0.857	-0.173	-0.884	0.384
Asian American	0.569	1.280	0.093	0.445	0.660
Nonminority Women	0.056	0.375	0.026	0.150	0.882
Marital Status	-0.489	0.370	-0.224	-1.321	0.197
Disability (1=Yes)	-0.620	0.610	-0.172	-1.016	0.318
Age	0.123	0.158	1.164	0.778	0.443
Age <sup>2</sup>	-0.001	0.002	-1.145	-0.772	0.446
Speaks English Well	0.547	0.791	0.151	0.691	0.495
Some College (1=Yes)	-0.005	0.401	-0.003	-0.012	0.990
College Graduate	0.139	0.405	0.070	0.344	0.733
More than College	<b>1.716</b>	0.724	0.475	2.371	0.024
Constant	7.922	3.606		2.197	0.036

Source: The Public Use Microdata Samples (PUMS) data from 2000 Census of Population and MGT of America, Inc., calculations using SPSS.

Note: **BOLD** indicates the value is statistically significant at  $p < .05$ .

Estimation was conducted using the Binary Logistic command on SPSS. The Binary Logistic command performs binary logistic regressions and reports estimated coefficients and odds ratios that measure the effect on the probability of each one-unit increase in the included variables.



## ***APPENDIX D: PRIVATE SECTOR DISCUSSION***

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## **APPENDIX D**

### **PRIVATE SECTOR DISCUSSION**

Based on the U.S. Bureau of Census, 2002 Survey of Business Owners (SBO) there remains a significant gap between the market share of minority- and women-owned business enterprises (M/WBEs) and their share of the Leon County metropolitan area business population.

As shown in **Exhibit D-1** below, there were 24,317 businesses in the Leon County metropolitan area, of which 16.5 percent were owned by minorities and 27.8 percent by women. Minorities' share of market revenue was 2.2 percent. Minorities averaged \$303,661 per firm. **Exhibit D-1** also shows that the following:

- African American-owned firms were 9.6 percent of firms, 0.7 percent of sales, with \$95,637 in average revenue per firm, 7.3 percent of the market place average.
- Hispanic American-owned firms were 3.0 percent of firms, 0.4 percent of sales, with \$49,299 in average revenue per firm, 11.9 percent of the market place average.
- Asian American-owned firms were 2.6 percent of firms, 1.0 percent of sales, with \$139,444 in average revenue per firm, 39.3 percent of the market place average;
- Native American-owned firms were 1.3 percent of firms, 0.1 percent of sales, with \$19,281 in average revenue per firm, 11.3 percent of the market place average.
- Nonminority women-owned firms were 27.8 percent of firms, 7.0 percent of sales, with \$958,738 in average revenue per firm, 25.2 percent of the market place average.

**EXHIBIT D-1**  
**U.S. BUREAU CENSUS 2002**  
**SURVEY OF BUSINESS OWNERS**  
**MEASURE OF AVAILABILITY AND UTILIZATION**  
**IN THE LEON COUNTY MARKET PLACE**  
**ALL FIRMS**

	# of Firms	Sales	Sales Per Firm
All firms	24,317	\$13,690,982	\$563
African American	2,333	\$95,637	\$41
Hispanic American	734	\$49,299	\$67
Asian American	631	\$139,444	\$221
Native American	304	\$19,281	\$63
All Minorities	4,002	\$303,661	\$76
Nonminority Women	6,769	\$958,738	\$142
<b>Percentage of Marketplace</b>			
	Firms	Sales	Sales Per Firm Compared to the Marketplace Average
African American	9.6%	0.7%	7.3%
Hispanic American	3.0%	0.4%	11.9%
Asian American	2.6%	1.0%	39.3%
Native American	1.3%	0.1%	11.3%
All Minorities	16.5%	2.2%	13.5%
Nonminority Women	27.8%	7.0%	25.2%
<b>Disparity Index</b>			
	(ratio of sales to firms)		
African American	7.3		
Hispanic American	11.9		
Asian American	39.3		
Native American	11.3		
Nonminority Women	25.2		

Source: U.S. Bureau of the Census 2002, Survey Of Business Owners, Based On All Firms.

**Exhibit D-2** below shows that based on all firms there were 6,472 businesses with paid employees. in the Leon County metropolitan area in 2002, of which 7.6 percent were owned by minorities and 18 percent by nonminority women-owned firms. Minorities' share of market revenue was 1.7 percent. Minorities averaged \$217,536 per firm.

**Exhibit D-2** also shows that the following,

- African American-owned firms were 3.6 percent of firms, 0.4 percent of sales, with \$53,179 in average revenue per firm, 11.5 percent of the market place average.
- Hispanic American-owned firms were 2.3 percent of firms, 0.3 percent of sales, with \$41,808 in average revenue per firm, 14.4 percent of the market place average.

- Asian American-owned firms were 1.8 percent of firms, 1 percent of sales, with \$122,549 in average revenue per firm, 53.5 percent of the market place average.
- Nonminority women-owned firms were 18 percent of firms, 5.8 percent of sales, with \$752,237 in average revenue per firm, 32.3 percent of the market place average.
- The data was incomplete for Native American-owned firms with paid employees.

**EXHIBIT D-2**  
**U.S. BUREAU CENSUS 2002**  
**SURVEY OF BUSINESS OWNERS**  
**ALL FIRMS WITH PAID EMPLOYEES**

	# of Firms	Sales	Sales Per Firm
All firms	6,472	\$12,889,631	\$1,992
African American	233	\$53,179	\$228
Hispanic American	146	\$41,808	\$286
Asian American	115	\$122,549	\$1,066
Native American	N/A	N/A	N/A
All Minorities	494	\$217,536	\$440
Nonminority Women	1,168	\$752,237	\$644
<b>Percentage of Marketplace</b>			
	Firms	Sales	Sales Per Firm Compared to the Marketplace Average
African American	3.6%	0.4%	11.5%
Hispanic American	2.3%	0.3%	14.4%
Asian American	1.8%	1.0%	53.5%
Native American	N/A	N/A	N/A
All Minorities	7.6%	1.7%	22.1%
Nonminority Women	18.0%	5.8%	32.3%
<b>Disparity Index</b>			
	(ratio of sales to firms)		
African American	11.5		
Hispanic American	14.4		
Asian American	53.5		
Native American	N/A		
Nonminority Women	32.3		

Source: U.S. Bureau of the Census 2002, Survey Of Business Owners, Based On Firms with Paid Employees Only.

For all construction firms the results are shown in **Exhibit D-3** below, there were 2,901 construction firms in the Leon County metropolitan area in 2002, of which 6.8 percent were owned nonminority women-owned firms. **Exhibit D-3** also shows that:

- Nonminority women-owned firms were 6.8 percent of firms, 6.2 percent of sales, with \$84,224 in average revenue per firm, 90.9 percent of the market place average.
- Complete data on African American-, Native American, Hispanic American-, and Asian American-owned firms was not available.

**EXHIBIT D-3  
U.S. BUREAU CENSUS 2002  
SURVEY OF BUSINESS OWNERS  
CENSUS MEASURE OF AVAILABILITY AND UTILIZATION  
IN THE LEON COUNTY MARKET PLACE  
ALL CONSTRUCTION FIRMS**

	# of Firms	Sales	Sales Per Firm
All firms	2,901	\$1,363,866	\$470
African American	N/A	N/A	N/A
Hispanic American	N/A	N/A	N/A
Asian American	N/A	N/A	N/A
Native American	N/A	N/A	N/A
All Minorities	N/A	N/A	N/A
Nonminority Women	197	\$84,224	\$428
<b>Percentage of Marketplace</b>			
	Firms	Sales	Sales Per Firm Compared to the Marketplace Average
African American	N/A	N/A	N/A
Hispanic American	N/A	N/A	N/A
Asian American	N/A	N/A	N/A
Native American	N/A	N/A	N/A
All Minorities	N/A	N/A	N/A
Nonminority Women	6.8%	6.2%	90.9%
<b>Disparity Index</b>			
	(ratio of sales to firms)		
African American	N/A		
Hispanic American	N/A		
Asian American	N/A		
Native American	N/A		
Nonminority Women	90.9		

Source: U.S. Bureau of the Census 2002, Survey of Business Owners, Based On All Firms Specializing in Construction.

**Exhibit D-4** below shows that based on all firms there were 4,387 businesses specializing in professional services in the Leon County metropolitan area in 2002, of which 7.9 percent were owned by minorities and 24.4 percent by nonminority women-owned firms. Minorities' share of market revenue was 26.4 percent. Minorities averaged \$33,034 per firm. **Exhibit D-4** also shows that the following,

- African American-owned firms were 5.6 percent of firms, 0.9 percent of sales, with \$15,000 in average revenue per firm, 16.9 percent of the market place average.
- Asian American-owned firms were 2.3 percent of firms, 1.1 percent of sales, with \$18,034 in average revenue per firm, 49.8 percent of the market place average.
- Nonminority women-owned firms were 24.4 percent of firms, 12.7 percent of sales, with \$202,148 in average revenue per firm, 52.1 percent of the market place average.
- The data was incomplete for Hispanic American- and Native American-owned firms.

**EXHIBIT D-4  
U.S. BUREAU CENSUS 2002  
SURVEY OF BUSINESS OWNERS  
ALL FIRMS WITH PAID EMPLOYEES**

	# of Firms	Sales	Sales Per Firm
All firms	4,387	\$1,588,337	\$362
African American	245	\$15,000	\$61
Hispanic American	N/A	N/A	N/A
Asian American	100	\$18,034	\$180
Native American	N/A	N/A	N/A
All Minorities	345	\$33,034	\$96
Nonminority Women	1,072	\$202,148	\$189
<b>Percentage of Marketplace</b>			
	<b>Firms</b>	<b>Sales</b>	<b>Sales Per Firm Compared to the Marketplace Average</b>
African American	5.6%	0.9%	16.9%
Hispanic American	N/A	N/A	N/A
Asian American	2.3%	1.1%	49.8%
Native American	N/A	N/A	N/A
All Minorities	7.9%	2.1%	26.4%
Nonminority Women	24.4%	12.7%	52.1%
<b>Disparity Index</b>			
	(ratio of sales to firms)		
African American	16.9		
Hispanic American	N/A		
Asian American	49.8		
Native American	N/A		
Nonminority Women	52.1		

Source: U.S. Bureau of the Census 2002, Survey Of Business Owners, Based On All Firms Specializing in Professional Services.

All groups exhibited disparity to substantial disparity in the marketplace where data was available. Disparity indices for the overall market place are presented at the bottom of **Exhibits D-1, D-2, D-3, and D-4.**

### **Small Business Enterprise Program Overview**

The Small Business Enterprise (SBE) Program was established by the Board in order to foster growth in Leon County's economy by affording small businesses an opportunity to gain experience, knowledge, and training to compete and secure contracts with Leon County. Unlike the MWBE Program, the SBE Program is race and gender neutral. The SBE program is structured to reserve procurement opportunities for exclusive competition among SBE's when at least three (3) SBE's are certified in the relevant procurement category and are available to compete for the procurement opportunity. Therefore, local businesses are provided opportunities to compete with companies of similar size, capacity, and net worth. Projects are reserved for SBE competition based upon recommendations as indicated in the table below:

<b>Criteria for Reserving Procurement Opportunities for Exclusive Competition Among SBEs</b>			
<b>Business Category</b>	<b>Estimated Procurement Value (Estimated Contract Cost)</b>	<b>Minimum Number of Available SBEs, Certified in Procurement Opportunity Area</b>	<b>Authority that Recommends Reserving Procurement Opportunity for Exclusive Competition Among SBEs</b>
Construction - Prime Contractor	\$100,000 or less	Three (3)	<sup>1</sup> Committee Concurrence (MW SBE Director, Purchasing Director and Project Director or Division Director responsible for the project/budgeted expense)
Professional Services	\$50,000 or less	Three (3)	<sup>1</sup> Committee Concurrence (MW SBE Director, Purchasing Director and Project Director or Division Director responsible for the project/budgeted expense)
Other Services	\$25,000 or less	Three (3)	<sup>1</sup> Committee Concurrence (MW SBE Director, Purchasing Director and Project Director or Division Director responsible for the project/budgeted expense)
Materials & Supplies	\$25,000 or less	Three (3)	<sup>1</sup> Committee Concurrence (MW SBE Director, Purchasing Director, Project Director or Division Director responsible for the project/budgeted expense)
<sup>1</sup> Committee Concurrence – If consensus cannot be reached, the County Administrator or his/her designee shall make the final decision. Such agreement between the committee members can be gained via any reasonable means of communication, such as an in person meeting, telephone conference or via e-mail. Documentation of such concurrence shall be retained with the procurement records.			



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #20**

# Leon County Board of County Commissioners

## Agenda Item #20

December 10, 2019

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

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

**Title:** Status Report on Domi Station's Third Act Senior Entrepreneurship Program

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management, and Community Enhancement (PLACE)
<b>Lead Staff/ Project Team:</b>	Cristina Paredes, Director, Office of Economic Vitality Drew Dietrich, Deputy Director Richard Fetchick, Business Intelligence Manager

### **Statement of Issue:**

As requested by Board at the May 14, 2019 meeting, this agenda item provides a status update on progress of the Third Act Program at Domi, an entrepreneurship program implemented by Domi incubator focused on participants 50+ years of age.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the Status Report on Domi Third Act Senior Entrepreneurship Program.

## **Report and Discussion**

### **Background:**

This status report provides an update on the Third Act Senior Entrepreneurship Program, which advances the following FY2017-FY2021 Economy 5-Year Target:

- *Co-Create 500 entrepreneur ventures and 11,500 new jobs, including 400 high-wage jobs. (T2)*

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

- *(EC2) Support programs, policies and initiatives to attract, create, and promote expansion of business, entrepreneurship, and job creation.*
- *To be an effective leader and a reliable partner in our continuous efforts to make Leon County a place which attracts and retains talent, to grow and diversify our local economy, and to realize our full economic vitality.*

At the May 14, 2019 meeting, the Board requested an agenda item exploring a pilot senior entrepreneurial program including mentorship opportunities. Since that time, Domi applied for and has been awarded a grant by the Office of Economic Vitality (OEV) for the Third Act Program. This agenda item provides a status update on the Third Act Program at Domi, an entrepreneurship program focused on older adults.

The Third Act Program contributes to Leon County's efforts to build social infrastructure by engaging older adults and retirees aged 50+ to begin companies, embed with start-ups, and mentor younger entrepreneurs. This program of activity was enabled through an Elevate Fund Grant awarded by OEV to demonstrate new and innovative strategies that align available assets, organizations, and resources towards shared economic growth objectives and strengthen the foundation for future growth and opportunities. The Elevate Fund is an Intergovernmental Agency-approved grant program which allocated \$100,000 towards innovative workforce and entrepreneurship programs during Fiscal Year 2019. Awards are currently capped at \$25,000 per applicant. The program has been renewed for FY 2020, and OEV staff are currently reviewing new applications.

### **Analysis:**

Shifting demographic changes and the rise of persons exiting a first or second wave career, the Third Act Senior Entrepreneurship Program seeks to draw Leon County's growing 50+ population into the local entrepreneurial community. Supported by OEV Elevate Fund Grant funds, the pilot program created by Domi staff is designed to recruit and train Gen Xers and Baby Boomers (persons 50 and older) to start their own businesses, join existing start-up teams, and seek and provide business mentorship. By welcoming these entrepreneurs into the start-up assistance ecosystem, Domi will test the potential for lowering the risk of start-up failure by engaging experienced professionals.

The Third Act Senior Entrepreneurship Program's pilot year goals include:

- fostering a welcoming environment for older Tallahasseans in the start-up ecosystem,

- encouraging more mentoring relationship opportunities among Tallahassee's existing entrepreneurs,
- bolstering Tallahassee's economy,
- enhancing the appeal of Leon County for relocating Baby Boomers,
- supplementing the education of longtime college graduates,
- complementing existing Tallahassee area-based curricula and workforce programs, and
- offering greater diversity and human capital needed to sustain the tech industry in Tallahassee.

The pilot year project will be complete by June 2020.

Domi reports that during the first two months of the grant, it has reached out to partners including AARP Florida, Choose Tallahassee, Tallahassee Senior Center, and the Small Business Development Center to develop the curriculum. Domi staff also hosted two focus group meetings to inform the brand for the program. A Third Act website is being developed and will be the main marketing tool to attract attendees and post workshop and presentation materials.

There are three deliverables associated with this project: Launch, Engagement, and Grant Funding Performance Report. Domi's report on The Launch details the progress for the first milestone (Attachment #1). It has conducted several fact-finding meetings with interested participants to learn more about their barriers to entry, and will build out training modules and marketing materials to cover stated preferences from these fact-finding meetings. Domi is in the process of finalizing a Third Act web page and dashboard which will serve as the nucleus of activity for recruits.

Between December 2019 and June 2020, the program will complete all other pilot project milestones. These will cover the design, promotion, and implementation of events and workshops targeting aspiring older adult entrepreneurs in Tallahassee. Domi will engage seniors through newspaper, television, in-person outreach, social media outlets, and the website to recruit them for the program. There will be at least one presentation and one workshop targeting individuals looking to "start a business after 50".

Key performance metrics by which Domi and OEV will evaluate the initial interest and success of the pilot program include outreach to at least 2,000 seniors, attendance of at least 500 to targeted events, participation of at least 200 in educational workshops, and engagement of at least 25 participants in entrepreneurial projects.

OEV will continue to support Domi through technical assistance and promotion of all events where necessary. In its continual assessment of high-impact programs supporting economic vitality, OEV will consider opportunities to provide future funding if pilot year metrics illustrate a success and continued unmet demand. Domi's annual report to the County (anticipated early 2020) will provide any additional progress with this initiative. At this early stage, the program is on track to engage Tallahassee older adults, convert many to entrepreneurs and mentors, and prove the pilot program concept.

**Options:**

1. Accept the Status Report on Domi Third Act Senior Entrepreneurship Program
2. Do not accept the Status Report on Domi Third Act Senior Entrepreneurship Program.
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. OEV Third Act Progress Report

## Reporting Period Highlights

During the first two months of the grant, Domi has reached out to potential partners and hosted two meetings with control groups to validate the Third Act value proposition, key issues and messaging before launching the program. This information was critical to develop the associated brand and to ensure that the program resonates with our 50+ population.

Partner Meetings	Control Group Meetings
AARP Florida – David Bruns Choose Tallahassee – Gregg Patterson Tallahassee Senior Center – Hella Spellman Small Business Development Center – Keith Bowers County Commission – Commissioner Rick Minor	September 26, 2019 – 9 attendees + 2 facilitators October 2, 2019 – 22 attendees + 3 facilitators <i>this meeting was organized by the Senior Center and included members of the Tallahassee Active Lifelong Leaders (TALL)</i>



September 26, 2019 focus group

## Deliverables

During this reporting period we have completed development of the brand and messaging for Third Act, in preparation for its official launch after the Thanksgiving Break.

### Third Act Brand

The brand package developed includes:

1. Third Act Overview
2. Research Summary from focus group
3. Key pain points
4. Applicable offerings for Third Act engagement
5. Third Act Logo, Colors and Applications



### Third Act Landing Page

The landing page for Third Act has been developed and will be the main conversion tool for the marketing effort. Interested people will be directed to register in the landing page from the different outreach channels in the communications plan.



After two or three decades working for themselves or others, Americans are increasingly seeking a **third act** where they can continue to grow and contribute to the community while remaining economically and intellectually active.

Tallahassee/Leon County diverse population includes a significant number of residents 50-plus that are looking to get engaged with the entrepreneurial community as founders, team members, mentors, investors or volunteers.

**108 MILLION**  
folks age 50+ in America

**31%**  
residents 50-plus in the  
Tallahassee Metro

## Next Steps

During November and December we will continue to produce the necessary marketing materials and will be launching over media. We will also start our workshops and events for the targeted audience

### Communications Plan

Channel	Activity	Timeframe	Notes
News Media	Press Release	November 2019	
News Media	Article for “My View” Tallahassee Democrat	December 2019	In conjunction with Comm. Rick Minor
News Media	Article for “Active Living”	December 2019	In conjunction with Senior Center
TV	Appearance in “The Usual Suspects” WCTV	November 2019	Courtesy of Gary Yordon
TV	Appearance in “Our Issues” WTWC 40	November 2019	Courtesy of Berniece Cox
Outreach	Presentations at Active Living Communities Presentations at The Villages	December 2019 January 2020	
Outreach	Presentations at State, County, and City offices Presentations at Universities	December 2019 January 2020	In conjunction with DROP and other retirement advisory programs
Outreach	Booth at City Wellness & Retirement Conference	April 2019	In conjunction with Senior Center
Web	Landing page	November 2019	
Social Media	Sponsored posts & content marketing	December 2019 February 2020	



**OEV Third Act Progress Report**

Reporting Period: September–October 2019

**Engagement**

Channel	Activity	Timeframe	Notes
Information Sessions	Information Sessions at Domi	January 2020 February 2020	
Workshops	Working for Yourself after 50 at Domi	February 2020	In conjunction with AARP
Workshops	TBD presentations during Women Wednesdays	January 2020 February 2020	In conjunction with Women Wednesdays





  
a domi community  
of 50+ individuals





## *The Mission*

According to AARP, about 10,000 baby boomers retire each day in the United States. Many of these retirees are highly active and are seeking a 'third act' to maintain engagement with their communities. In fact, 65% of baby boomers are planning to work past the age of 65, and 45% of them consider themselves to be entrepreneurs.

Third Act is an initiative that aims to cultivate an inclusive environment in Tallahassee, Florida in which retirees, Big Bend residents 50-plus, empty-nesters and other experienced professionals can engage with entrepreneurship as founders, team members, mentors, funders or volunteers.

WE ASKED MEMBERS OF THE COMMUNITY A FEW QUESTIONS ABOUT  
THEIR CAREER, GOALS, AND FRUSTRATIONS. HERE'S WHAT THEY HAD TO SAY.

## *What is your 3rd act?*

Become a media mongul  
and major philanthropist.

- NICOLE

To combine creativity,  
experience, talents with  
opportunities to grow  
more skills and develop  
more relationships.

- AUDREY

Find a town/city/community  
to establish a real estate  
investment business.

- CAROL

Being able to be totally  
independent.

- JEAN

## *Motivations*

Calling and love of community.

- CAROL

Creating, making a difference,  
opening doors for others, and  
enjoying what I do.

- RACHAEL

## *Goals*

Building a successful  
business and being near  
my kids.

- JEAN

Flexibility to work  
anywhere, anytime.

- AUDREY

WE ASKED MEMBERS OF THE COMMUNITY A FEW QUESTIONS ABOUT  
THEIR CAREER, GOALS, AND FRUSTRATIONS. HERE'S WHAT THEY HAD TO SAY.

## *Pain Points*

Not being able to achieve  
plans Tallahassee moves  
too slow

- JEAN

Over-thinking and people  
who do not value my vision

- NICOLE

People seeing my work as  
charity

- CAROL

Getting health insurance  
and time with no income

- ANONYMOUS

The politics of being part of  
a large state institution.

- RACHAEL

Finances and create  
a business plan

- ANONYMOUS

Funding

- ANONYMOUS

Not being able to  
complete goals

- ANONYMOUS

# How

THIRD ACT SEEKS TO INCLUDE OUR GROWING 50+ POPULATION INTO TALLAHASSEE'S ENTREPRENEURIAL COMMUNITY. PARTICIPANTS WILL HAVE ACCESS TO DOMI STATION'S INCUBATION AND COWORKING PROGRAMS TO:

Third Acters will participate in customized educational modules that will bring them up to speed on digital-age entrepreneurship strategies, help them build their business step by step, and validate their startup ideas

Join existing startup teams or find help /partners for their startup projects

Seek mentorship from each other as well as from Domi Station's existing entrepreneurial network

Provide mentorship to existing project teams at Domi Station.

Gain access to shared office space to work on their own projects, including freelance and consulting work.

Grow their startup business through Domi Station's incubator process, receiving guidance, accountability, and access to local and regional resources through dedicated mentors and advanced entrepreneur development programming





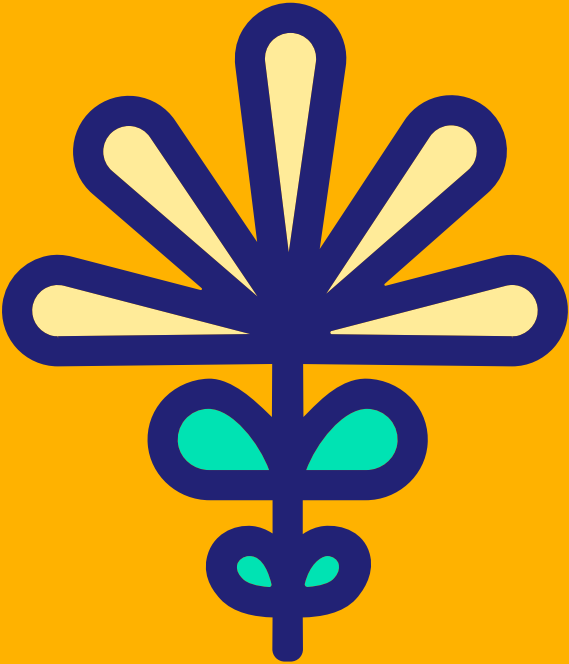
horizontal logo  
one color



stacked vertical logo  
one color



ICON - full color



WORD MARK

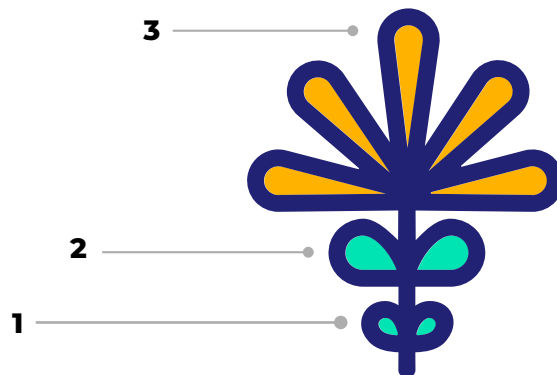
**third act**





bold, inspiring,  
thriving, refreshing

using touches of bright colors  
with modern, simple typography  
to create an approachable look



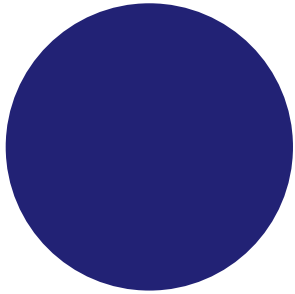
## BLOOMING FLOWER

The symbolism of a blooming flower shows growth, specifically with 3 steps in the graphic that nods to the program name and mission.

Enrolling in third act means you are pursuing a new stage, and thus new growth.

overall the mark creates a dynamic shape that is moving upwards. It's lively but still professional.

### PRIMARY:

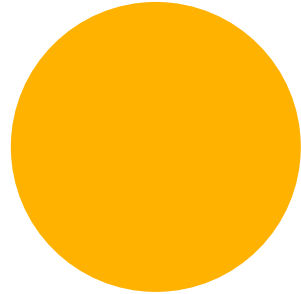


*Navy*

**HEX: 222275**

CMYK: 100, 100, 23, 11

RGB: 34, 34, 117

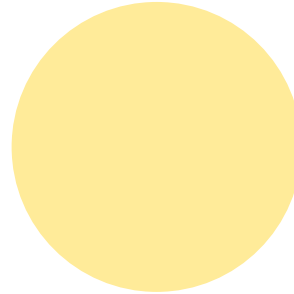


*Mustard*

**HEX: FFB800**

CMYK: 0, 31, 100, 0

RGB: 225, 184, 0

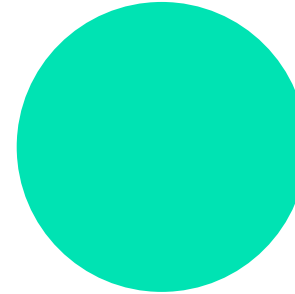


*Cream*

**HEX: FFF19F**

CMYK: 1, 2, 46, 0

RGB: 225, 241, 159



*Electric Green*

**HEX: 00E9B9**

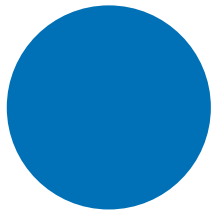
CMYK: 61, 0, 43, 0

RGB: 0, 233, 185

The Primary colors are used for the full color logo, or a combination for a simplified one-color version. The logo can always appear in black, white, or any of these primary colors.

Navy is the main color to be used in line-up with other Domi logos.

### SECONDARY:

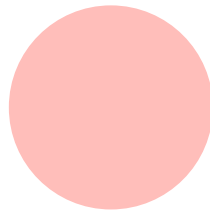


*Royal Blue*

**HEX: 0071BC**

CMYK: 87, 53, 0, 0

RGB: 0, 113, 188

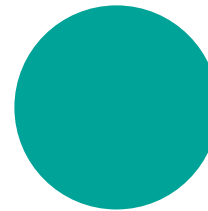


*Pink*

**HEX: FFC4C0**

CMYK: 0, 28, 15, 0

RGB: 225, 196, 192



*Teal*

**HEX: 00A99D**

CMYK: 78, 9, 46, 0

RGB: 0, 169, 157

The Secondary Palette is used for marketing material to keep a cohesive brand but a responsive visual identity.

*Logo typeface:*

**Montserrat Extra Bold**

**Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn  
Oo Pp Qq Rr Ss Tt Uu Vv Ww Xx Yy Zz**

*Paragraph font:*

**Niveau Grotesk**

Aa Bb Cc Dd Ee Ff Gg Hh Ii Jj Kk Ll Mm Nn Oo Pp Qq  
Rr Ss Tt Uu Vv Ww Xx Yy Zz



Primary logo. Use this version whenever possible.



If the logo needs to be fit in horizontal space so the primary logo would appear too small, you can use this horizontal version



If the logo needs to be fit in vertical space so the primary logo would appear too small, you can use this vertical version



Use the icon mark on it's own when the name is not necessary.

**third act**

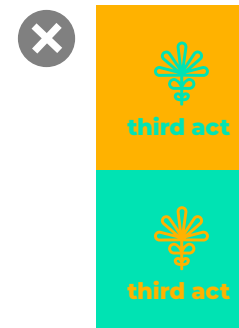
Use the word mark on it's own when the icon mark is not necessary.



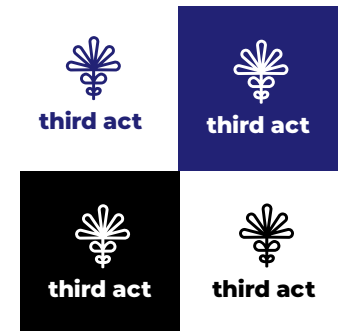
Always give negative space around the logo



All combinations of primary colors can be used as long as there is legible contrast between background and logo



Mustard and Electric green is the only color combo that will not work:



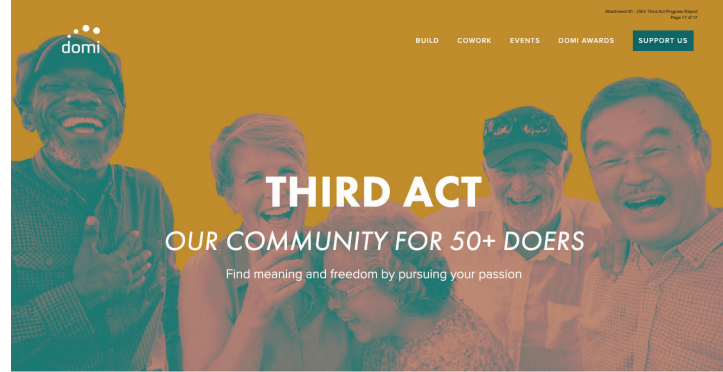
Black and White one color versions can be used whenever color does not work with other elements or print restrictions



never stretch or tilt logo  
Posted December 2, 2019



**third act**



After two or three decades working for themselves or others, Americans are increasingly seeking a **'third act'** where they can continue to grow and contribute to the community while remaining economically and intellectually active.

Tallahassee/Leon County diverse population includes a significant number of residents 50-plus that are looking to get engaged with the entrepreneurial community as founders, team members, mentors, investors or volunteers.

**108 MILLION**  
folks age 50+ in America

**31%**  
residents 50-plus in the  
Tallahassee Metro

### My Third Act

Are you a 50+ doer looking to create something new or help others in their journey?

TAKE THE TEST



**BY JOINING THE THIRD ACT COMMUNITY YOU CAN TAKE FULL ADVANTAGE OF DOMI'S INCUBATION AND COWORKING PROGRAMS AS WELL AS CUSTOMIZED WORKSHOPS AND EVENTS JUST FOR YOU**

#### Engage

Join our community events and networking opportunities

#### Learn

Get up-to-speed on entrepreneurship strategies to build and validate your business

#### Mentor

Give back from your experience, knowledge and contacts to help other entrepreneurs

#### Work

Gain access to shared office space to work on your own projects

#### Team

Join existing startup teams or find partners for your startup

#### Build

Grow your startup success through Domi's incubation process

SET UP A TOUR APPOINTMENT

#### UPCOMING THIRD ACT EVENTS



TALLAHASSEE STARTUP WEEK  
Nov 18, 2019 – Nov 23, 2019



1 MILLION CUPS: STARTUP WEEK  
Nov 20, 2019



WOMEN WEDNESDAYS -  
EMBODYMENT PRACTICES FOR  
YOUR SELF CARE  
Nov 20, 2019

ENTREPRENEUR PORTAL MENTOR PORTAL STORIES JOBS JOIN OUR NEWSLETTER

ABOUT US CODE OF CONDUCT



#### LOCATION

Domi Station  
914 Railroad Ave.  
Tallahassee, FL — 32310  
(850) 391-8758  
info@domistation.com

#### HOURS

Monday — Friday  
8:30am — 5:00pm | Tours by Appointment  
Saturday — Sunday  
Closed to Public | Open to 247 Members

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #21**

# Leon County Board of County Commissioners

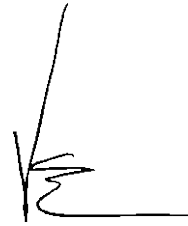
## Agenda Item #21

December 10, 2019

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

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

**Title:** Annual Sustainability Program Status Report



<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Maggie Theriot, Director of Office of Resource Stewardship
<b>Lead Staff/ Project Team:</b>	Tessa Schreiner, Recycling and Sustainability Manager Tobias Raether, Sustainability Programs Coordinator

### **Statement of Issue:**

Annually, a status report is provided to the Board highlighting accomplishments of the County's Sustainability program's activities for the prior year.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the annual status report on the County Sustainability Program.

Option #2: Authorize the establishment of the Community Beautification Program.



## Report and Discussion

### **Background:**

Annually, the Office of Sustainability provides the Board with an annual update on the Office's accomplishments and activities, and outlines programs and projects on the horizon for the next year. This status report reviews the activities from December 2018 through December 2019 and gives insight for things to come next year.

This annual status report provides an update on the Office of Sustainability's activities and accomplishments, which advances the following FY2017-FY2021 Strategic Initiatives and Environment 5-Year Targets:

- *Develop strategies to increase recycling and reuse rates. (2016-14)*
- *Convene the Leon County Sustainable Communities Summit on a bi-annual basis (2016-16)*
- *Successfully launch a commercial and residential Property Assessed Clean Energy (PACE) program and identify opportunities, including the Leon County Spring Expo, to train industry professionals on sustainable building practices for participation in the PACE program. (2016-19)*
- *Explore new opportunities for solar on County facilities. (2016-21)*
- *Work with Sustainable Tallahassee and community partners to evaluate developing a community-wide climate action plan. (2017-6)*
- *Develop an action plan to further reduce the County Government's carbon footprint. (2018-2)*
- *Ensure 100% of new County building construction, renovation and repair utilize sustainable design (T6)*
- *75% community recycling rate (T7)*

These particular Strategic Initiatives and 5-Year Targets align with the Board's Environment Strategic Priorities:

- *(EN2) Conserve and protect environmentally sensitive lands and our natural ecosystems.*
- *(EN3) Promote orderly growth and sustainable practices.*
- *(EN4) Reduce our carbon footprint.*

This agenda item includes information on numerous topics, including the Integrated Sustainability Action Plan (Attachment #1), progress of the Capital Area Sustainability Compact, and as requested by the Board, usage of the Rural Waste Service Centers since the Board's elimination of user fees.

### **Analysis:**

During 2019, the Leon County Office of Sustainability continued to lead the community and County Government in driving sustainability efforts that have produced meaningful results. Explained in more detail below, the following highlights just a few of these efforts:

- The Board passed the Integrated Sustainability Action Plan, setting a new goal of a 30% greenhouse gas emissions reduction by 2030 to be achieved through 96 action items in seven topic areas.
- To date, \$1,106,000 in PACE loans have been made for 90 homes with 29 local contractors being certified for the program. In 2019 alone, \$438,000 in PACE loans were made for 36 homes, and eight additional local contractors were certified for the program.
- Leon County achieved a 62% recycling rate in 2018 towards the County's adopted target of 75% recycling by 2020.
- Household Hazardous Waste accepted 112,662 pounds of hazardous waste and 89,300 pounds of electronic waste from 3,754 customers. Despite two of the usual collections being canceled due to weather, these numbers remain on par with last year's record breaking numbers.
- The Lake Iamonia Cleanup drew 50 volunteers who removed 780 pounds of trash from the lake and lakeshore. Despite having fewer volunteers than 2018's event due to cold weather, 56% more trash was collected this year compared to 2018.
- In the past year, Leon County realized \$1.5 million in utility savings from energy conservation measures, bringing the cumulative total to \$9.5 million from these upgrades.
- Five community garden grants were awarded in FY 2019, bringing the cumulative number of grants awarded since the program's start in 2012 to 50.
- The biennial Sustainable Community Summit event drew more than 150 attendees and 32 community partners together to educate the community on elements of sustainability such as waste reduction, energy conservation, and alternative transportation.
- The County helped form the Capital Area Sustainability Compact, a collective sustainability effort comprised of the community's largest local organizations
- Usage of the Rural Waste Service Centers has remained relatively steady overall with 500 new users since the elimination of user fees on October 1, 2019.
- Through the addition of seven extra water bottle filling stations at County facilities in 2019, approximately 327,000 plastic water bottles were saved from being used, which is more than double the bottles since last year.

The balance of this agenda item is organized by Sustainability's main activities:

1. Integrated Sustainability Action Plan (ISAP)
  - a. Resource Conservation
  - b. Policy and Program Administration,
  - c. Civic Engagement and Community Partnerships

## **1. Integrated Sustainability Action Plan (ISAP)**

At the April 23, 2019 Budget Workshop, the Board approved the adoption of the Leon County Integrated Sustainability Action Plan (ISAP). The ISAP is Leon County's strategic plan to

institutionalize sustainability action into operations, protocol, and policy, as well as promote sustainability in the community more broadly. This new action plan provides the County an opportunity to build on previous accomplishments, especially the County's 2008 Action Plan, and ensures that the County's future operations do not cancel out past emissions reduction efforts. Additionally, the ISAP identifies opportunity to leverage innovative technologies and best practices that support sustainability and potential to realize operational cost-savings.

The ISAP contains an overarching goal to reduce greenhouse gas emissions resulting from County operations, 30% from a 2015 baseline. Additionally, it identifies specific goals for variety of action areas, including energy, water, waste, transportation, food systems, and the engagement of employees and the community at large. In this way, the ISAP is a comprehensive framework that highlights the multifaceted nature of sustainability challenges. The goals for each action area were set to be ambitious yet achievable. Goal development was informed by a new greenhouse gas inventory for County operations, as well as extensive staff research and community input. Some goals and action items have a direct impact on the reduction of the County's carbon footprint, while others focus more on education and behavioral change. Each goal is associated with a series of specific action items, and primary and secondary County work areas responsible for those actions.

The ISAP facilitates collaboration, embeds sustainability into a wide range of County operations, and functions as a comprehensive organizing document for all the County's sustainability initiatives. An update on the progress achieved so far in the ISAP is attached for the Board's review (Attachment #2). The following subsections provide a more in-depth description of ISAP initiatives, highlights, and achievements in the areas of Resource Conservation, Policy and Program Administration, Civic Engagement and Community Partnerships, respectively. ISAP action items and/or goals that directly tie to particular highlights in this agenda item will be indicated in brackets.

**a. Resource Conservation**

The Office of Sustainability is constantly striving to find more ways to promote and implement resource conservation methods in Leon County.

**PACE Financing Program [ISAP Action Item 1H]**

Leon County launched the residential PACE program in August 2017. Since the launch of residential PACE, 29 local contractors have been certified and 90 homes have been improved with a total project value of \$1,106,000. There are currently two active residential PACE administrators, Renovate America and PACE Funding. Home improvements have included high-efficiency HVACs, weatherization, and efficiency upgrades for roofing and windows, with wind resistance and weatherization upgrades being the most common improvement projects. The program has generated tremendous interest and participation from citizens across the County.

Leon County's commercial PACE program was launched in early 2019, and there are currently five active commercial program administrators, Greenworks Lending, Twain Financial Partners, PACE Equity, Cleanfund, and Dividend. One commercial PACE project is in progress, and staff continues to spread the word about the commercial PACE program by connecting with key

stakeholders in the community such as the Chambers of Commerce, the Tallahassee Realtors Association, and the Tallahassee Builders Association. In addition, information about commercial PACE has been featured in the Office of Economic Vitality's newsletter, an article in the democrat, the Leon County Link, and at the Sustainable Community Summit.

Staff continues to work with the program administrators to ensure that the program exceeds citizens' expectations for transparency, quality and service. In addition, staff is actively monitoring proposed legislation which may require additional transparency of the PACE Program and is prepared to work with Leon County's PACE coordinator, FDFC on ensuring compliance if passed.

This year, Leon County's Residential and Commercial PACE Programs won a National Association of Counties (NACo) 2019 Achievement Award for the success and impact of the programs.

#### Reaching the Statewide 75% Recycling Goal [ISAP Goal 7]

In 2008, the Florida Legislature enacted House Bill 7135, which set a recycling goal of 75% by 2020 for the State of Florida. Each county over 100,000 in population, is expected to meet various benchmarks in years leading up to 2020. Counties had a benchmark rate of 70% to reach by the end of 2018, and only four counties in the State achieved this rate. The statewide overall recycling rate decreased from 52% in 2017 to 49% in 2018, likely due to ongoing recycling market impacts following China's decision to stop accepting the majority of recycling materials beginning in January 2018.

Leon County's 2018 recycling rate was 62%, a 4% decrease from the 2017 rate. This rate decrease was due to a decrease in construction and demolition material recycling. The DEP recycling rate calculation is based on weight of materials, thus materials such as construction and demolition debris and yard debris make up a large percentage of the annual recycling and waste tonnage. In past years, a surge in construction and demolition recycling tonnage has led to an increase to the county's recycling rate, which demonstrates the level of impact that these materials have on the County's rate.

Despite the slight decrease in recycling rate in 2018, Leon County still achieved the 3<sup>rd</sup> highest traditional recycling rate (which excludes waste-to-energy) in the State and the 10<sup>th</sup> highest rate overall. This is no small accomplishment given that many counties with higher recycling rates incinerate their waste and thus receive additional waste-to-energy recycling credits. Leon County does not have a waste-to-energy facility yet has consistently achieved high recycling rates in the State in recent years.

The County's consistently strong recycling program is in part due to the strong partnership with Marpan Recycling. Marpan, along with the majority of recycling facilities nationwide, saw a decline in the market for recyclables following China's 2018 policy to stop accepting international recycling materials. This market decline put severe pressures on Marpan's fiscal viability for single-stream recycling, and Marpan requested an increase in the payment from Leon County for the processing of recyclable materials. During the April Budget Workshop, the Board authorized

the County Administrator to execute an amendment to the single-stream recycling service agreement with Marpan, increasing the cost to the County by an estimated \$91,200 per fiscal year.

The Office of Sustainability staff continues to research and explore creative ways to increase the recycling rate. Staff is continuously improving recycling education efforts to residents, businesses, and schools of unincorporated Leon County in efforts to reach the 75% goal. Staff worked with the County's Development Support and Environmental Management department to identify strategies to ensure that all commercial new construction has adequate space for recycling dumpsters. In addition, language was included in the curbside collection bid documents that specifies the winning contractor provide up to 100 recycling carts to businesses in unincorporated Leon County at no cost to the business. Currently commercial accounts must pay for recycling service whether in rolling carts or larger containers. In the future businesses could opt to utilize up to five roll carts free of charge. It is anticipated that the incentive of free recycling will be a gate way to greater commercial participation. Increasing commercial participation is an action item in the County's newly adopted Sustainability Action Plan.

In order to reach the State's 75% recycling goal, strong initiatives, programs, and perhaps policies will need to be taken to increase participation numbers in both residential and commercial sectors. Staff continues to explore potential initiatives and policies to further our success in reaching the goal.

#### ESCO [ISAP Action Item 1A]

At the July 9, 2019 meeting, the Board authorized the County Administrator to negotiate and execute a contract with Energy Services Group for the provision of Energy Savings Performance Contractor Services (ESCO). An ESCO provides a financing mechanism to make a large investment in aging building infrastructure which results in corresponding energy savings. These savings are used to repay the infrastructure financing. An ESCO project uses the reduced cost of annual utilities to pay for the capital improvements over a period of years, often ten or fifteen year term. As with any ESCO, energy savings are guaranteed by the competitively selected contractor, thereby leaving the County with no financial exposure.

In 2005, Leon County entered into an ESCO with two additional phases being completed over 7 years. The agreement included Energy Conservation Measures (ECMs) with a total cost of \$5.8 million. This investment significantly contributed to achieving the 20% greenhouse gas (GHG) emissions reduction goal outlined in the 2008 Climate Action Plan and has yielded \$9.5 million in verified cost savings.

In the creation of the 2019 Sustainability Action Plan, a preliminary study was conducted to determine whether pursuing a new ESCO could result in similar, significant energy and cost savings for the County. Results of the study revealed that pursuing a new ESCO has a large savings potential for energy and cost savings. As buildings and facilities represent the largest proportion of the County's GHG emissions, pursuing a new ESCO has the additional benefit of contributing greatly to the 30% reduction goal by 2030.

Since the Board's July authorization to proceed, the vendor Energy Services Group (ESG) has been working with County staff to perform a building audit of all mechanical and operating systems. The audit has been performed in compliance with the ASHRAE Level III standards set by the American Society of Heating, Refrigerating, and Air-Conditioning Engineers. ASHRAE Level III is the universally accepted standard for investment grade audits. The energy audit involves collecting long-term data on energy consumption, age, maintenance, and operation of mechanical systems and building envelope. With over 1.5 million square feet of County buildings, this in-depth analysis will allow staff to pinpoint key energy conservation measures projected to yield the greatest energy savings and GHG reduction. The building audit analysis is finalized, and the energy conservation measures are being refined from more than 250 potential items identified by ESG. Staff will proceed with final steps of negotiating financing terms in order to provide the Board with a proposed project for consideration in early spring. This timing will ensure that any critical equipment which does not offer substantial energy savings but is nearing end of service life, can be appropriately considered as a part of the 5-year County's Capital Improvement Plan.

#### Energy Conservation Measures [ISAP Action Items 1A, 1C, 1F, 1Q]

Energy conservation initiatives are among the most significant on return of investment, in terms of both cost-savings and GHG emissions reductions. County Sustainability and Facilities staff have a long history of collaboration in this area. Goals and action items in the new ISAP ensure continued success through innovations in tracking and reporting, as well as identifying new opportunities for efficiencies. The following examples highlight several significant achievements in addition to the pursuit of an ESCO project this spring:

- *Cost Savings from Conservation Measures* – In the past ten years, the County has made considerable strides in implementing energy conservation measures (ECMs) such as efficient air conditioning units, lighting, and water fixtures. Many of these ECMs were the result of the County's 2005 Energy Savings Contract (ESCO). In addition to the formal ESCO measures, staff continually assess opportunities to make incremental enhancements to equipment and operations. For example, when existing lighting breaks or is removed due to renovation, staff places such units with energy efficient LED technology; additionally, staff ensure proactive deep cleaning for air system coils which can result in extended life of the equipment and more efficient operating cost. This daily maintenance philosophy combined with documented savings of ESCO projects have generated about \$1.5 million per year in energy and operational savings.
- *New Utility Tracking Software* – Complementing the energy conservation measures, Facilities and Sustainability have centralized building performance data collection, analysis, and reporting through a cloud-based utility tracking platform. This software features advanced capabilities and features, including baseline setting, goal tracking, detailed energy efficiency savings tracking, and GHG emissions calculations. These features ensure that staff are able to account for ECMs as well as unanticipated events such as burst water pipes. This year, staff will additionally leverage this platform to monitor the County's solar energy production and fuel consumption by Fleet. Incorporating these elements provides a more detailed, comprehensive picture of County GHG emissions sources and offsets from renewable energy. In the year ahead, staff plans to participate in a pilot program offered by the software vendor and US EPA's Energy Star program which

will provide for streamlined energy reporting and public disclosure for Leon County buildings. It is recognized that this utility data is valuable to building occupants and the tax-paying public, and therefore staff will create a user-friendly dashboard which provides information on Leon County's buildings and highlights key energy efficiency upgrades that have been done or are in progress.

- *Facility Sustainability Surveys* – In an effort to get specific, accurate baseline data for input into the new utility tracking software, staff completed a building sustainability survey for all major County buildings. The survey included an inventory of all LED lights, recycling bins, motion sensors, and other data points. This information has been aggregated into a report which will help advise Facilities and Sustainability on the top priority buildings in need of upgrades and improvements. The survey results include the prioritization of additional recycling receptacles and education to ensure that every County employee has access to and information about the County's recycling program.
- *Sustainability Demonstration Center* – Leon County's Sustainable Demonstration Center continues to serve as a model in the community for sustainability best practices for retrofitting and renovating an old building. The Demonstration Center is operating at its 7<sup>th</sup> year of being Net-Zero Energy, producing more power than the building consumes over the course of each year. In light of the upcoming co-location of the Human Services and Community Partnerships department and Cooperative Extension staff in this building, an ASHRAE Level 1 energy audit, a national standard for energy audits, was conducted to ensure that the increased occupancy of the building would not affect the Net-Zero status. Ultimately, this analysis has shown that the building is anticipate to remain at Net-Zero. This year, the primary restrooms were upgraded for ADA purposes, which provided and additional opportunity to also upgrade the restroom fixtures to further drive energy and water efficiency.

#### 100% of New County Building Construction, Renovation and Repair Utilize Sustainable Design [ISAP Goal 4]

Sustainability, Facilities, and Public Works staff have been working on a strategy to best accomplish this 5-Year Target included in the approved FY2017 – 2021 Strategic Plan. Staff has integrated sustainability language into various Facilities' documents and standard operating procedures, including maintenance guidelines, custodial contracts, and landscaping contracts.

For new construction and major renovations, projects must follow the County's Facilities Design Guidelines (FDGs). Staff, in collaboration with Public Works, is working on developing an entire section on Sustainability that will be integrated into the FDGs as part of a previously scheduled update to the guidelines. This update will be brought to the Board at a later date.

#### Water Bottle Filling Stations [ISAP Action Item 2G]

In an effort to encourage Leon County employees to stay healthy by drinking more water while simultaneously reducing the number of plastic water bottles used, water bottle filling stations have been installed in various County buildings. This year, seven new stations were installed at the County Courthouse, Traffic Court, Main Library, and the Office of Intervention and Detention Alternative's Lab. This brings the total number of stations to 22, which have collectively saved

326,890 plastic water bottles from being used, which is more than double the bottles since last year. Staff continues to identify new locations to install these filling stations in County facilities.

Fleet Efficiencies [ISAP Action Items 4A, 4E, 4I]

Fleet Management and Sustainability staff have continued to work together to implement new technologies and protocols to reach ISAP goals associated with advancing efficiencies in the County's fleet. These initiatives support goals to reduce fuel consumption, procure electric vehicles, and employ strategies to support efficient driving behavior. The following highlights 4 of the year's initiatives in fleet efficiencies:

- *Fleet Monitoring System:* Fleet is currently in the process of onboarding new GPS vehicle monitoring system for County vehicles that will collect and analyze various data points that include fuel consumption, idling, and unsafe driving data. These metrics will help managers and directors better understand their fleet, vehicle use, and driver safety. In addition, the software will help inform staff of how effective certain fuel efficiency measures are working, particularly driver education and efforts to reduce vehicle miles traveled. The City of Fort Lauderdale has recently rolled out this same software for their fleet and saw a 23% reduction in fuel consumption and 25% reduction in idling just six months after roll-out. Should Leon County's fleet have similar success after this software is installed, this initiative will be a significant step in helping the County reach goal G11 in the ISAP of reducing fuel consumption by 30% by 2030.
- *Right-sizing vehicles:* A significant opportunity to reduce future fuel consumption lies in "right-sizing" newly procured vehicles to ensure that each one is as compact and fuel-efficient as possible, while still fulfilling intended functions. To aid this right-size strategy, Fleet staff are conducting a new survey of department heads to identify the real needs departments have for vehicles, including how vehicles are being used and where there are opportunities to routinely replace larger vehicles with more compact ones. The department survey will also help staff determine which department functions may be fulfilled by electric vehicles and inform the procurement strategy for particular electric vehicle models.
- *Fuel Efficiencies with Leon County EMS:* EMS leadership and Sustainability staff have been working on exploring creative solutions to achieve higher fuel efficiencies in the County's ambulances. Given the nature of EMS crews' work and the intensely high stress on the ambulances to run continuously for so many hours, staff is exploring strategies to save fuel and reduce maintenance needs. EMS is currently piloting a new onboard battery system on two ambulances. The battery systems are able to power the air conditioning and refrigeration units for medication while the vehicle is turned off, which is expected to reduce ambulance idling significantly while keeping EMS crews comfortable while stationed at posts. The battery systems have only been installed for two months, which has not allowed enough time for enough data collection and analysis to include in this update. Further analysis on this initiative will be included at a later sustainability update to the Board.
- *EV Charging Stations:* In an effort to encourage both Leon County citizens and employees to transition to electric vehicles, three new Electric Vehicle Charging Stations were installed at various Leon County facilities: Leroy Collins Main Library, Eastside Branch



Library, and the Leon County Courthouse (for employee use). The stations are free of charge to the user and showcase Leon County's commitment to alternative transportation. Since the stations were installed in June 2018, the charging stations have been used 1,061 times, totaling more than 2,940 hours of charging time, saving more than 2,105 gallons of fuel and offsetting over 40,000 lbs. of CO<sub>2</sub>. With this success, staff has purchased an additional charging station to be installed at a Leon County facility soon and is continuing to evaluate potential future locations that can provide benefit to both staff and the general public.

#### Solar Energy Production on Leon County Facilities [ISAP Action Item 1B]

Leon County's inventory of solar photovoltaic arrays on County facilities continues to expand, from three facilities in 2018 to eight by the end of 2020. The County's newest solar arrays are located at the Transfer Station and the Northeast Branch Library. The next array will be installed as part of the new Apalachee Regional Park cross country operations facility, under construction in 2020. Staff is also analyzing creative opportunities for a solar installation at the Courthouse and is exploring a potential partnership with engineering students at the FAMU/FSU College of Engineering to help craft possible design strategies. Procurement of these arrays was supported by \$190,000 in funds from the Deepwater Horizon oil spill settlement, allocated at the April 24, 2018 Board Meeting. Collectively, the County's solar arrays have produced a total of 616 MWhs (MegaWatt hours) of renewable energy, which is equivalent to taking 93 passenger vehicles off the road for a year. For future solar arrays, a yearly allocation of \$50,000 by the Board was adopted alongside the adoption of the ISAP. The funds in FY 2020 will be used to install a solar array on the Fleet building. Expansion of rooftop solar will continuously be evaluated, in addition to innovative pilots such as solar benches, solar-powered lighting fixtures at County parks, and "floating" solar arrays in detention or retention ponds.

## **2. Policy and Program Administration**

Staff has implemented and is continuing to develop various policies and programs to expand our reach and improve our services.

#### Employee Engagement in Sustainability [ISAP Goal 15 and Action Items 5C and 5K]

The Office of Sustainability staff continues to engage employees in sustainability in an effort to integrate best practices into day-to-day work life. The following initiatives are examples of ways that staff is connecting with the greater Leon County team:

- *Workplace Sustainability Workshops* – Every two years, Sustainability staff will host Workplace Sustainability Workshops for all Leon County departments. The objective of these workshops is to increase sustainability education and practice within Leon County departments and operations, conserve more resources, recycle better, and connect employees to sustainable practices. Staff completed the first round of workshops in 2018 and will begin the second round in 2020. The upcoming round of workshops will focus on how County departments can help the sustainability team accomplish the goals and action items set forth in the Integrated Sustainability Action plan (ISAP).

- *Green Team* – Formed in July 2017, the Leon County Green Team serves as the County’s interdepartmental sustainability task force comprised of one to two representatives from each Leon County work area. The team meets once every two months and dives into various topics as well as discusses additional ways to make Leon County an even more sustainable organization. This past year, the Green Team has discussed a variety of topics including the County’s greenhouse gas inventory and Integrated Sustainability Action Plan, the Capital Area Sustainability Compact, household hazardous waste disposal, the single-use plastic straw and expanded polystyrene policy, and food waste reduction. Sustainability efforts that have been made as a result of the Green Team include departments borrowing reusable plates and utensils for internal meetings and events, work areas setting up household hazardous waste collection bins in offices, and two new office composting initiatives. Ongoing Green Team discussions include exploring opportunities to reduce printing in departments, increase food donations after large events, and incentivize employees who commute to work using alternative transportation.
- *New Employee Orientation* - Sustainability staff continues to give a condensed sustainability presentation to all new employees at the Human Resources monthly New Employee Orientation. This engagement ensures that all new employees learn about the County’s sustainable services, understand that sustainability is a priority for Leon County, and recognize how sustainability can be practiced at work.
- *All Employee Email* – Starting in 2018, the Office of Sustainability sends out a “Green Tip of the Month” to all employees that shares information about upcoming events or asks for input on a survey in addition to providing easy ways to practice sustainability in the workplace and at home. Often, these emails will ask for employee feedback or engagement in exchange for a sustainability item such as a reusable water bottle or utensil set. Staff has received positive feedback about these emails and continues to think of new ways to engage employees.

#### Single-Use Plastic Straw and Expanded Polystyrene Policy [ISAP Action Item 3C]

At the September 24, 2019 meeting, the Board adopted a resolution encouraging businesses and individuals to eliminate the use of single-use plastic straws and other single-use plastics. Additionally, the Board adopted a policy that provides single-use plastic straws at County events upon request and bans the sale and distribution of expanded polystyrene in County operations and at County events. With the adoption of this policy, Leon County became the first county in Florida to pass a policy to reduce the use of single-use plastic straws in County operations and at County events, and the second county in Florida to adopt a policy on expanded polystyrene. Staff has developed and shared resources to all Leon County employees on integrating sustainable practices into events and office kitchens, including options for alternatives to single-use plastics. Staff is also actively working with community groups and businesses to find alternatives to single-use plastics.

#### Sustainable Business Recognition Program [ISAP Action Item 1P]

At the September 24, 2019 Board meeting, staff provided the Board with a list of strategies for the sustainability team to expand sustainable practices in the community, including, but not limited to, ways to encourage citizens and businesses to reduce their use of single-use plastics. Working with

the City of Tallahassee, staff is developing a Sustainable Business Recognition Program that will highlight businesses who have already adopted sustainable practices into their operations and provide a framework for businesses to follow in an effort to amplify their sustainable practices. In addition to single-use plastics and waste reduction, sustainable practices recognized through this program will include energy conservation, alternative transportation, local sourcing, and sustainable purchasing. Staff in the City and County are in the beginning stages of crafting this program, and an update will be provided to the Board as part of future sustainability program updates.

#### Community Garden Program [ISAP Action Item 6C]

New gardens continue to be developed and awarded grants consistent with the County's Community Garden Policy, adopted in 2012. With the help of Cooperative Extension, a site visit from a Cooperative Extension Agriculture Agent is required prior to all garden grant approvals to advise on proper sunlight, water, placement, and overall health of garden. Staff has also continued communication with existing gardens and garden organizers and received updates about the status of the gardens. In an effort to showcase the success of this program, gardens that have received funding from Leon County are featured as a part of the Green Map.

Since the last report, five grants have been awarded to support community gardens on non-County properties under the County Stakeholder Garden program:

- *ALARM Community Garden, 2532 W Tharpe Street* – ALARM International Church received their third grant to continue improving and expanding the garden. This year, funding received was used to cover the cost of lumber to rebuild garden beds, topsoil, and irrigation systems. ALARM sought a third grant due to the garden being partially destroyed by Hurricane Michael in 2018. The produce from the garden is used to supplement the church's monthly food giveaway program, which serves up to 100 families each month.
- *Chaires Elementary School Garden, 4774 Chaires Crossroads* – Chaires Elementary School received their first Leon County grant to expand garden beds, buy additional fruit trees, and install a rain barrel and compost bin. The garden is primarily used by the school's special education programs and has proven to be successful in positively impacting students' behavior and increasing their nutrition knowledge. Produce grown in the garden is cooked by the special education classes in their in-classroom kitchen.
- *Holy Comforter Food Pantry Garden, 2015 Fleishmann Rd.* – Holy Comforter Episcopal Church received their first garden grant to re-establish the church's community garden. The church had a successful and active garden in the past, but the garden had to be moved. Funding received was used to buy tools for students to use in the new garden, plants and seeds, mushroom compost and soil, and a new compost bin. Produce grown in the garden will be used to supplement food distributed through the church's food pantry program.
- *Promise Land Urban Youth Farm, 510 E. Orange Ave.* – Promise Land Urban Youth Farm received their second grant to revitalize and continue improving the existing garden. The garden plot is well known and visible to the local community. The garden is primarily maintained by the minister and members of Ensample Ministries, who maintain strong

connections and partnerships in the community. Funds will be used to update the irrigation system and improve garden beds in order to create a more inviting and active location for community members and groups to get involved.

- *Fellowship Presbyterian Church, 3158 Shamrock St. S.* – Fellowship Presbyterian Church received their first grant to establish a new community garden on their church property. They worked with the Damayan Garden Project to plan the project and intend to use the garden to educate local community members about the importance of locally grown produce and provide an opportunity to work with the land. Produce grown in the garden will be donated to serve those in the community who do not have access to fresh nutritional produce.

Three gardens on this list are receiving a Leon County Garden Grant for the first time, and the other two are receiving a grant for the second or third time. This is a trend that Sustainability and Cooperative Extension staff have seen over the past few years, signaling a shift in needs for community garden support. When Leon County first passed the Community Garden Policy in 2012, there were far fewer community gardens in the County, and many organizations looking to establish new gardens. The landscape has since changed, with dozens of community gardens in place needing more continual support to sustain the garden.

As with all programs and initiatives of the Sustainability Office, staff has taken an iterative approach to the Community Garden Program, staying up-to-date with both shifting needs in the community as well as trends in other communities. Over the last year, Sustainability staff has worked with local stakeholders, primary organizers of community gardens, Cooperative Extension agents, and leaders of Sustainable Tallahassee's Community Garden Network to identify opportunities to improve upon the Community Garden Program application process and potentially expand the scope of the Community Garden Grant policy. With this input, along with research conducted of other innovative community garden programs in local governments around the country, staff has concluded that Leon County's Community Garden Grant policy is still in-line with other policies seen in local governments across the country. However, staff has identified opportunities to make updates to program process and protocol to stay ahead of the curve for changing trends and community needs.

In addition, staff has also worked with the leaders in the Community Garden Network Community on improving the Garden Grant application process to make it easier for organizations to apply for the grant. This improved process includes an update to the County's community garden webpage, entirely web-based grant applications, and web-based annual update forms for community groups that have received the garden grant. This process improvement is ensuring that the County stays ahead of community trends and continues to serve the community with the highest level of service.

#### Adopt-A-Tree

Last year, Public Works staff made changes to the Adopt-A-Tree program, expanding options for citizens to choose between three different varieties of trees to "adopt" instead of just one variety. This program change also provides an opportunity for citizens to choose a tree that is best suited for their yard and landscape, which can result in higher success rates for planted trees and in some cases, improved resiliency. The feedback received after making this change was overwhelmingly

positive. This upcoming year's options are black tupelo, river birch, and oakleaf hydrangea. Citizens will also receive helpful information on how to take care of their adopted tree. Since 2012, 1,949 trees have been planted through the Adopt-A-Tree program, and staff is aiming to increase the capacity in coming years to accelerate growth.

### Arbor Day

Per the Board's adopted Bold Goal to plant 15,000 trees by 2021, Sustainability and Public Works staff are exploring ways to amplify the annual Arbor Day planting and celebration. The City and County switch off hosting Arbor Day events, and Leon County will host the 2020 Arbor Day celebration at Martha Wellman Park on January 25, 2020. This event will provide another great opportunity to showcase the County's tree planting efforts, engage multiple community organizations and members, and educate volunteers on the importance of planting native trees to support a sustainable ecosystem.

### Rural Waste Service Centers

Leon County operates four Rural Waste Service Centers (RWSCs), which are designated facilities for residents living in unincorporated Leon County to dispose of household garbage and recycling. The facilities are located throughout the unincorporated area in Miccosukee, Woodville, Fort Braden, and at the Solid Waste Facility on Apalachee Parkway. The County does not require citizens to subscribe for curbside waste collection services and instead operates the RWSCs as an alternative. In the budget development process, the Board directed the elimination of user fees for the Centers. Effective October 1, 2019, unincorporated residents could dispose of waste, recyclables, yard debris and household hazardous items free of charge. As a component of the June budget workshop, staff was requested to bring back a status update on any changes in usage to the RWSCs in the wake of the fee elimination. Usage of the RWSCs has remained steady with no discernable change in usage since the elimination of user fees on October 1, 2019. Prior to eliminating the fee, there were approximately 5,200 active accounts for the RWSCs as well as over 1,000 households that used the facilities on a pay-as-you-go basis, and hundreds more citizens which used the sites for free disposal of recyclables and household hazardous waste items. At the end of September there were just over 1,200 customers which had a remaining prepaid credit. Reimbursement checks were issued to these customers.

As the centers are only available for use by residents of unincorporated Leon County, staff issues small identification stickers to be placed in the front windshield to aide in validating customers in the future. With approximately six weeks of operating fee-free, just over 2,000 residents have utilized the RWSCs and been issued an I.D. sticker. Of those customers, over 500 are for new addresses not previously active under the former fee structure. This is evidence that residents are aware of the change and choosing to make use of the Centers now that they are free of charge. Anecdotally a small number of these customers previously subscribed to curbside collection and have since canceled the service. When analyzing the tonnage of waste comparing October 2018 with fees, versus October 2019 without, tonnage has gone down slightly in 2019. Conversely tonnage of recycling has increased slightly from last October. Having only one month of data makes for limited analysis, however staff anticipates the participation and tonnage to remain relatively stable when compared to past participation.

### 3. Civic Engagement and Community Partnerships

The Office of Sustainability staff fully recognizes and values the importance of community partnerships and involvement in sustainability efforts throughout Leon County.

#### Outreach Efforts [ISAP Action Items 1P, 4K, 7F]

Engaging citizens in sustainability and helping drive sustainable action in the community are two important initiatives in the Office of Sustainability. This effort is accomplished by attending community meetings, writing articles for local publication, and posting on social media.

- *Written Publications:* Staff has written two articles this past year that have been published in the Tallahassee Democrat through Sustainable Tallahassee's "Greening Our Community" blog articles. The first article highlighted the Sustainable Community Summit and gave citizens a taste of what the new format would look like and what topics would be featured. The second article featured the commercial PACE Program and provided details on the features of the program and what types of projects the financing can cover.
- *Single-Use Plastics Reduction Campaign:* As a part of Leon County's effort to reduce single-use plastics in County operations and at County events, the County will be launching a campaign in January to encourage the community to reduce use of single-use plastics. Through the Capital Area Sustainability Compact waste reduction working group, several organizations in the community have indicated interest in partnering on the campaign and activating efforts to reduce single-use plastics in their own operations.
- *Presentation at the Southeast Sustainability Directors Network Annual Meeting:* Every year, staff attends an annual meeting of the Southeast Sustainability Directors Network, a network of local government sustainability professionals from the southeastern US. At this year's meeting, staff presented on the Capital Area Sustainability Compact, sharing the process, lessons learned, and future opportunities of the Compact with other local governments who are exploring options to create similar, collaborative sustainability efforts.
- *Household Hazardous Waste Collection Events:* This year, Household Hazardous Waste rolled out a variety of new media, including a new campaign encouraging citizens to be a "Household Hazardous Waste Superhero" to engage even more people in the monthly collection events. This effort resulted high collection numbers at the events in FY 2019 with 3,754 customers, and despite two of the usual collections being canceled due to weather, annual averages remained steady to the record breaking year of 2018. Customers brought in 112,662 pounds of hazardous waste as well as a record 89,300 pounds of electronic waste.
- *ORS Facebook Page:* Through the Office of Resource Stewardship Facebook page, staff has engaged with the community about relevant Leon County programs and services related to sustainability. The page now has over 2,605 followers, which is a 14% increase from last year's number. Followers continue to be engaged and educated in creative ways, and the platform continues to serve as a primary method with which to share sustainability resources and County events with citizens.

- *School Engagements and Connections:* Staff continues to meet the needs of local schools in the County through supporting recycling initiatives and sustainability education. In the past year, staff has worked with faculty and staff at Springwood Elementary and Killearn Lakes Elementary Schools to help with recycling efforts. Over 81 recycling bins have been donated to expand recycling initiatives at local schools. These school connections also provide opportunities for staff to engage with teachers on additional topics such as the Community Garden Grants and the Growing Green Education.
- *Monthly Stakeholder Meetings:* Last year, Sustainability staff began hosting monthly meetings with local sustainability stakeholders, known as Insights & Input, to discuss a variety of topics, share what the County is already doing and what is on the horizon, and explore ideas and opportunities for new initiatives.

#### Annual Agreement with Sustainable Tallahassee [ISAP 7A]

Reflective of our annual partnership with Sustainable Tallahassee, FY 2019 and FY 2020's Agreements have been focused on administering the Capital Area Sustainability Compact, a role for which Sustainable Tallahassee has been chosen. As the Compact Administrator, Sustainable Tallahassee helps organize and facilitate Compact meetings and conducts research requested by Compact members. An update on the Compact is included later in this agenda item.

#### Litter Reduction and Beautification Initiatives [ISAP Goal 18 and Action Items 7C, 7D]

In the 2016 Budget Workshop, as recommended by staff, the Board relocated funds from Keep Tallahassee-Leon County Beautiful to the Office of Sustainability for various litter reduction and beautification initiatives. Sustainability staff has partnered with several organizations over the past year to leverage the impact and breadth of the funds. This has resulted in multiple successful events and community engagement initiatives, which are detailed below.

- *Buy-One-Get-One Free Deal at Native Nurseries* – Native plants are a vital part of the health and biodiversity of our natural areas and help ensure a sustainable ecosystem. In order to encourage planting natives, the Sustainability Office partnered with Native Nurseries to sponsor a BOGO deal on all native plants at the nursery for the third year in a row. The deal “sold out” by mid-morning due to hundreds of participants, and the feedback from the community has continued to be overwhelmingly positive. This event is not only important for promoting native plants, but also for supporting economic development for multiple local businesses, including Native Nurseries itself and its local growers. Native Nurseries also reported many new customers at this event, which is a marker of success for the small business.
- *Lake Iamonia Cleanup* – On November 2, 2019, Leon County hosted an on-the-water cleanup of Lake Iamonia. This is the County's third lake cleanup event and the first event hosted at Lake Iamonia after two successful years at Lake Jackson. Staff and event partners made the decision to move the event to a new location in hopes of helping improve another Leon County ecosystem and providing an opportunity for citizens to explore yet another beautiful water body in the County. The event was a success, with over 50 volunteers working to pull more 780 pounds of trash out of the water. A significant reason for the success was due to partnerships with Tall Timbers, Harry Smith Outdoors, the Florida

Kayak School and Tours, Friends of Lake Jackson, the Department of Environmental Protection, the Florida Fish and Wildlife Conservation Commission (FWC) Florida Youth Conservation Centers Network, and the Leon County UF/IFAS Cooperative Extension Office. Participants learned about the importance of Lake Iamonia's ecosystem and how to prevent litter from entering our local waterways. Many volunteers had never been to Lake Iamonia and several participants had never kayaked before. Participants provided very positive feedback about the event and its location change.

- *Invasive Plant Removal at Parks* – Beautifying Leon County lands and parks can take different forms depending on the land management needs. For some parks, beautification includes removing invasive plants that threaten the wellbeing of native plants and ecosystems. This year, sustainability and parks staff teamed up to abate invasive plants at Williams Landing and Kate Ireland Park. The absence of invasive plants in these parks will allow native plants to thrive and will help the native ecosystems continue to be healthy in years to come.
- *Community Beautification Program* – In an effort to break down barriers for local organizations, community groups, and nonprofits to conduct community beautification efforts and events, the Sustainability Office is seeking the Board's approval to create a new Community Beautification Program for litter reduction and beautification efforts. By finding efficiencies and better leveraging key partnerships, the Sustainability Office is able to offer this program with existing funds. This program will provide cost reimbursements for things such as dumpster rentals, waste transit and disposal fees, and native species plants and seeds. All types of community groups and neighborhoods in unincorporated Leon County will be welcome to apply, and a maximum of \$500 would be available for reimbursement per event or initiative. Additional program information is included in Attachment #3. This program would be offered in addition to Leon County's Community Garden Grant program.

These collective litter reduction and beautification initiative won a National Association of Counties 2019 Achievement Award, demonstrating the impact and innovation of these efforts.

#### Sustainable Community Summit [ISAP Action Item 7F]

On March 23, 2019, Leon County hosted the biennial Sustainable Community Summit at J.R. Alford Greenway. The event broke the conventional mold for a conference or summit and was hosted outdoors for the first time in the Summit's history. Over 150 attendees had an opportunity to engage with 32 different community partners in sustainability-themed tents. To name only a few examples, attendees had the opportunity to learn about beekeeping and chickens in the Food Systems tent, compost and recycling in the Waste Reduction Tent, and electric vehicles and commuting without a vehicle in the Transportation tent. Through a post-Summit survey, attendees provided positive feedback on the new, outdoor format, and appreciated the breadth of expertise and hands-on learning provided by community partners. Staff will take this feedback when starting to plan for the 2021 Summit.



#### Capital Area Sustainability Compact [ISAP Action Item 7A]

In fall of 2017, staff approached leadership of Sustainable Tallahassee on a collaborative idea to further drive sustainability in the community. The idea evolved into the Capital Area Sustainability Compact, with the hope that the largest local organizations in the community would join and work together to tackle sustainability challenges and identify shared opportunities. This summer, eight founding organizations officially signed onto the Compact: Leon County Schools, Florida State University, Capital Regional Medical Center, Florida A&M University, the City of Tallahassee, Tallahassee Community College, Tallahassee Memorial Healthcare, and Leon County Government. By signing on, the organizations are committing to work together and to developing a joint strategy to minimize the community footprint, reduce greenhouse gas emissions, and drive sustainable action in the Capital Area. In addition, each member organization has committed to creating a sustainability action plan for their organization within two years of signing the Compact.

Highlights of the Compact's progress and accomplishments this year include:

- Collaborating on a single-use plastics reduction campaign to take place in 2020
- Sharing strategies and information on new technologies for the adoption of electric vehicles
- Identifying opportunities for collaboration on food waste reduction and increased food donation

Further information on the progress and accomplishments of the Capital Area Sustainability Compact can be found in the annual report provided by Sustainable Tallahassee (Attachment #4). Staff continues to engage with other Compact members on identifying new ways to work together, address shared issues, and explore shared opportunities to drive sustainability progress forward in the County.

#### Conclusion

The Office of Sustainability continues to explore opportunities to positively impact our community by means of conserving resources, expanding community partnerships and citizen engagement, and developing impactful policies and programs for the benefit of the citizens in Leon County. With the adoption of the County's Integrated Sustainability Action Plan, staff has a clear plan of action to continue progress and mark success in the County's sustainability efforts. Staff continues to stay up-to-date on the sustainability trends around North America by continuing to be actively involved in the Urban Sustainability Directors Network, the Southeast Sustainability Directors Network, and the Florida Sustainability Directors Network, all networks of local government sustainability staff that engage monthly to share best practices, seek advice on particular initiatives, and collaborate on projects. These networks have ensured that staff remains forward thinking about Leon County's program. Looking forward to the coming year, the Office of Sustainability is excited to embark on new community-facing efforts such as the Sustainable Business Recognition Program, the Community Beautification Program, and the single-use plastic reduction campaign, among other projects.

**Options:**

1. Accept the annual status update on the County Sustainability Program.
2. Authorize the establishment of the Community Beautification Program.
3. Do not accept the annual status update on the County Sustainability Program.
4. Board direction.

**Recommendation:**

Options #1 and #2

**Attachments:**

1. Integrated Sustainability Action Plan adopted April 2019
2. Integrated Sustainability Action Plan (ISAP) Progress Report
3. Community Beautification Program
4. Capital Area Sustainability Compact Annual Report











**LEON COUNTY** ISAP  
INTEGRATED  
SUSTAINABILITY  
ACTION PLAN

ADOPTED APRIL 2019



**Leon County Board of County Commissioners:** (Left to Right) At-Large Commissioner Mary Ann Lindley, District 2 Commissioner Jimbo Jackson, District 1 Commissioner Bill Proctor, District 4 Commissioner Bryan Desloge (Chairman), District 3 Commissioner Rick Minor (Vice Chairman), District 5 Commissioner Kristin Dozier and At-Large Commissioner Nick Maddox.

## TABLE OF CONTENTS

		SIGNIFICANCE, ACHIEVEMENTS	ACTION ITEMS
	<b>GHG EMISSIONS REDUCTION GOAL</b>	PAGE 5	--
	<b>ENERGY AND GREEN BUILDINGS</b>	PAGE 6	PAGE 14
	<b>WATER</b>	PAGE 7	PAGE 16
	<b>WASTE REDUCTION</b>	PAGE 8	PAGE 18
	<b>TRANSPORTATION</b>	PAGE 9	PAGE 20
	<b>INTERNAL PROTOCOL AND EMPLOYEE ENGAGEMENT</b>	PAGE 10	PAGE 22
	<b>SUSTAINABLE FOOD SYSTEMS</b>	PAGE 11	PAGE 24
	<b>COMMUNITY</b>	PAGE 12	PAGE 26



# LEON COUNTY GOVERNMENT SUSTAINABILITY



**VINCENT S. LONG**  
COUNTY ADMINISTRATOR

On behalf of Leon County Government, I am proud to present Leon County's Integrated Sustainability Action Plan (ISAP). Approved by the Board of County Commissioners in 2018, the ISAP includes 91 action items to reach measurable and achievable goals by further integrating sustainability throughout County operations. The ISAP builds on the successes of Leon County's 2008 Climate Action Plan, which set a goal to reduce County greenhouse gas emissions 20% by 2017

— a goal we surpassed in 2015.

Therefore, as we look towards our community's future, the

ISAP sets another ambitious goal of reducing the County's greenhouse gas emissions by another 30% by 2030. Achieving this goal will require innovation, increased efficiencies and continued citizen input. And at Leon County, we are up to the challenge. We have been a leader in sustainability for years, whether through installing energy efficiency upgrades in County facilities, establishing a successful community garden program, or diverting millions of pounds of materials from the landfill with successful recycling and household hazardous waste programs.

If after reading the ISAP you too want to get involved in communitywide sustainability, please contact our nationally recognized Sustainability team, led by Tessa Schreiner. After all, we cannot do this alone, and our citizens are important co-creators of this special community we all share.



**TESSA SCHREINER**  
SUSTAINABILITY MANAGER

What an exciting time to be a part of the County's Sustainability team! The ISAP you have in front of you serves as the foundation for even greater sustainability successes throughout the County organization. Developed through interdepartmental collaboration and community input, the ISAP sets 18 new goals and 91 new action items that reflect input from both internal County teams and community stakeholders. Successful sustainability efforts cannot be

done in a silo. To that end, our team engaged citizens in

many different public forums to hear their sustainability concerns and needs. Following these sessions, I am proud to say we included nearly all the citizen suggestions into the final plan you are now reading.

In addition to the ISAP's goals and action items, our team will continue to work every day to integrate sustainability throughout County operations, from zero-waste events to changing the way we operate our buildings, to much more. As you will see, we have begun implementing many of the ISAP action items already, and we are excited to advance sustainability over the next decade as we reduce the County's greenhouse gas emissions and mitigate the impacts of climate change.



# EXECUTIVE SUMMARY

Leon County's Integrated Sustainability Action Plan (ISAP) is a sustainability strategic plan that contains specific goals and strategies for a variety of topics, including energy, water, waste, and transportation. The guiding philosophy used to create the plan is the establishment of goals and action items that are measurable, actionable, and achievable. Following the success of the County's first Climate Action Plan, this ISAP will build on past successes and serve as a blueprint to advance Leon County's sustainability efforts. The action plan lays out specific goals and action items reflecting sustainability priorities and responsibilities across different departments. It covers a broad array of action items that aim to reduce the greenhouse gas (GHG) emissions resulting from County operations through efficiencies, new technologies, and best practices. The plan also includes sustainability action items and goals that, although may have less of a direct impact on GHG emissions, are just as important to driving sustainability progress. In addition to guiding specific internal operations for County departments and staff, the ISAP also serves to inform the public about the County's efforts, including the promotion of sustainability throughout the community by way of outreach, education, and organizational partnerships. The action plan contains the following sections:

- » GHG Emissions Reduction Goal
- » Energy and Green Buildings
- » Water
- » Waste Reduction
- » Transportation
- » Internal Protocol and Employee Engagement
- » Sustainable Food Systems
- » Community

## Mission and Goal Statements

**Office of Resource Stewardship:** To provide leadership and coordination of services through the Office of Sustainability, the Division of Solid Waste and the Cooperative Extension office in order to identify opportunities for synergy and added efficiencies between each work-group to effectively promote stewardship of the community's natural, societal and economic resources.

**Sustainability:** To enhance our community's environmental, economic and social resilience by promoting adoption of sustainability practices within County government and the community at large.



Each section has specific goals which will be achieved by implementing the sections' respective action items. Although the Office of Sustainability will be the lead in ensuring the completion of the action items and goals, support from various work areas such as Fleet, Parks and Recreation, and Facilities Management will be vital in the success of the plan.





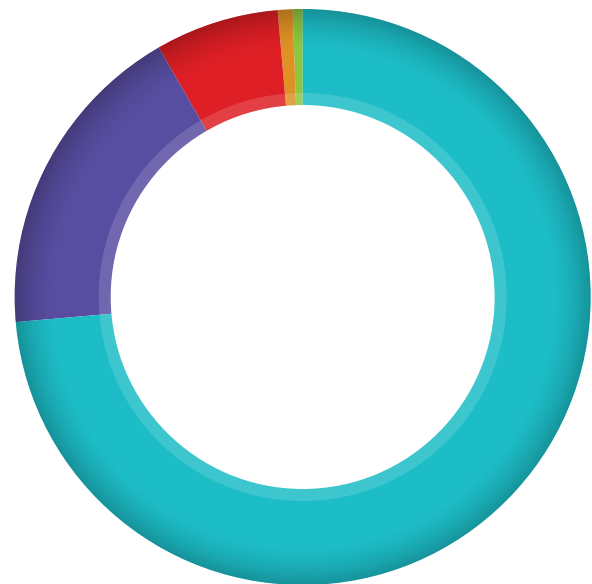
## GHG EMISSIONS REDUCTIONS GOAL FOR COUNTY OPERATIONS: 30% BY 2030



Leon County's success in advancing sustainability has largely been guided by efforts to strategically reduce harmful GHG emissions stemming from County operations that contribute to the changing climate. These emissions and their sources are recognized internationally, and can be calculated using County data that is already collected as part of 'business as usual'. GHG emissions are reported as the number of tons of carbon dioxide equivalent (eCO<sub>2</sub>). A periodic inventory of GHG emissions resulting from County operations ensures that the County identifies ambitious but achievable emissions reductions goals and provides quantifiable evidence that the County reaches those goals.

The County's most recent GHG inventory takes Fiscal Year 2015 as its baseline, as the prior GHG reduction goal was achieved in 2015. The results of this inventory were used to develop a new GHG emissions reductions goal of 30% by 2030 from the FY 2015 baseline year. The goals associated with each of the action areas in this plan collectively ensure that the County is well-positioned to achieve its new emissions reductions goal. Some action items make substantial, direct contribution to GHG emissions reductions, and others focus more on education and behavior change. The cumulative impact of the County's emissions reductions goal of 30% by 2030 from the FY 2015 baseline year is equivalent to avoiding the carbon resulting from 6,399,963 pounds of coal burned, or the carbon sequestered by 96,800 tree seedlings grown for 10 years. This goal builds on the County's historic commitment to sustainability, including a previous GHG emissions reduction goal of 20% by 2017 from the baseline year of FY 2007. The new goal thus represents a more ambitious commitment to GHG emissions reductions. In addition to this direct emissions reduction goal, this ISAP facilitates community programs and partnerships that support GHG emissions reductions across the community.

### Greenhouse Gas Emissions by Sector for Leon County Operations



SOURCE	PERCENT
Buildings & Facilities	73.9%
Vehicle Fleet	17.9%
Employee Commute	6.9%
Solid Waste Facilities	0.7%
Street Lights & Traffic Signals	0.6%



## ENERGY AND GREEN BUILDINGS

### Significance

County buildings and the energy consumption associated with them represent the largest source of GHG emissions stemming from County operations (75% in total). This is consistent with relative GHG footprint of buildings and energy consumption in other local governments operations. Energy and Green Buildings thus presents the greatest opportunity for Leon County to realize significant GHG emissions reductions within its own operational boundaries.

### Goals

#	Goals	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
G1	Reduce overall annual kWh by 2% a year (30% reduction by 2030)	☑			🌿🌿🌿🌿	Sustainability	Facilities
G2	Increase renewable energy capacity on County facilities by 30% by 2030	☑			🌿🌿🌿	Sustainability	Facilities
G3	Convert 75% of all lights at County facilities to LED	☑			🌿🌿🌿	Facilities	Sustainability
G4	Ensure sustainable design in 100% of repairs, renovations, and new construction of County buildings (by 2021)	☑	☑	☑	🌿🌿🌿	Sustainability	Facilities

### Action Item Highlights:

- » Pursue a new Energy Savings Contract for County buildings and facilities
- » Install energy efficient lighting and controls in Leon County parks
- » Explore ways to incentivize green building practices in the community

### Highlights of what we've achieved so far:

- » Maintained the Cooperative Extension Building as a Net-Zero building since 2012
- » Saved over \$8 million through major energy efficiency renovations on County buildings
- » Launched the Property Assessed Clean Energy (PACE) program in 2017







### Significance

Water resources are vital to the well-being of Leon County residents and ecosystems. This action area focuses on the numerous, tangible benefits of sequestering carbon emissions through the conservation of this natural resource and the preservation of healthy natural environments. Thus, the GHG impact of action items in this area are considered in terms of both GHG reduction and sequestration potential.

### Goals

#	Goals	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
G5	All County facilities integrate Florida Friendly Landscaping practices	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			Facilities	Sustainability
G6	Reduce number of gallons consumed in County facilities by 2% each year	<input checked="" type="checkbox"/>				Facilities	Sustainability

### Action Item Highlights:

- » Expand Florida Friendly Landscaping practices at parks and County facilities
- » Install efficient watering systems at County parks and low flow fixtures at County buildings
- » Identify opportunities to pilot permeable pavement

### What we've achieved so far:

- » Saved more than 160,000 plastic water bottles through the installation of water bottle filling stations in various County buildings
- » Regular and ongoing water quality testing for lakes and other water bodies in Leon County
- » Installed a rainwater capture system on the Leon County Sustainable Demonstration Center that has a 40,000 gallon storage capacity





## WASTE REDUCTION

### Significance

The amount and type of waste generated by County operations and the community at large – and the strategies employed to manage or treat that waste – affect human health and environmental preservation, important attributes of a sustainable community. The role of awareness, education, behavior change, and availability of alternatives to past practices are especially important to achieving waste reduction.

### Goals

#	Goals	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
G7	75% recycling goal by 2020	☑	☑		🌿🌿	Sustainability	
G8	Increase number of commercial recycling accounts in unincorporated Leon County by 30% by 2030		☑		🌿	Sustainability	Solid Waste
G9	Reduce paper consumption in County operations by 30% by 2030	☑			🌿	Sustainability	MIS
G10	Ensure all County employees have access to recycling in their work area	☑			🌿	Sustainability	Facilities

### Action Item Highlights:

- » Develop a “Master Recyclers” class or “Recycling 201” seminar for the public to access current, correct information on recycling in Leon County
- » Require automatic double-sided printing setting where possible on computers and printers at County facilities
- » Analyze a ban on polystyrene (Styrofoam) at County parks and property

### What we’ve achieved so far:

- » Donated recycling education materials and over 80 recycling bins to local schools and nonprofits since 2016 to help create or expand recycling programs
- » Since moving to the current facility, Leon County’s Household Hazardous Waste program has collected and responsibly disposed of or recycled more than 3,200 tons of hazardous materials and more than 3,300 tons of electronics.
- » Reached a 66% recycling rate for Leon County in 2017



# TRANSPORTATION

## Significance

Transportation accounts for the second largest source of GHG emissions in County operations (24% overall). Transportation encompasses two aspects of County operations: vehicle fleet and employee commute. The GHG emissions resulting from the commute of employees is attributable to County operations because those operations are not possible in the absence of County employees. Sustainable transportation also serves as an important opportunity to lead by example, since it is high visibility aspect of County operations. As in energy and green buildings, emphasis on conservation and efficiencies through a reduction of fuel consumption represent the greatest opportunity to enhance sustainability in this area.

## Goals

#	Goals	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
G11	Reduce total fuel consumption by County fleet by 30% by 2030	☑			🌿🌿🌿🌿🌿	Fleet	Sustainability
G12	Convert 50% of light-duty vehicles in County fleet to fully electric by 2030	☑			🌿🌿🌿🌿🌿	Fleet	Sustainability
G13	Ensure that all employees driving County vehicles receive "Green Driving Training"	☑		☑	🌿🌿	Fleet	Sustainability

## Action Item Highlights:

- » Pilot fuel saving technologies, including monitoring idle time
- » Expand procurement of electric vehicles
- » Offer County employees free bus passes

## What we've achieved so far:

- » Adopted a Green Fleet Policy in order to maintain a fleet that is as fuel-efficient, cost effective, and environmentally friendly as possible
- » Offset over 8,042 lbs. of CO2 and displaced 414 gallons of fuel since the 2018 installation of 3 electric vehicle charging stations to encourage Leon County employees and citizens to transition to electric vehicles
- » Ongoing expansion of alternative fuel vehicles in County Fleet which currently includes 48 vehicles: 16 dual fuel CNG (compressed natural gas), 18 hybrids, 7 electric, 6 propane, and one fully CNG





## INTERNAL PROTOCOL AND EMPLOYEE ENGAGEMENT

### Significance

Employee participation is critical to advancing the sustainability of County operations across all action areas. The emphasis of this action area is twofold: some action items seek to establish sustainable defaults for routine activities such as printing and procurement. Other action items focus on cultivating awareness of and commitment to sustainable choices among employees. Together, these action items create a culture of sustainability for Leon County operations.

### Goals

#	Goals	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
G14	50% of purchased items meet environmentally preferential purchasing (EPP) and disposal standards by 2030	☑			🌿🌿🌿	Sustainability	CMR, Purchasing
G15	Ensure that all Leon County employees are educated on County sustainability initiatives and best practices in the workplace	☑		☑	🌿🌿	Sustainability	

### Action Item Highlights:

- » Explore adopting a Sustainable Purchasing Policy for County purchases
- » Provide Workplace Sustainability Workshops to all departments and sustainability presentations at all New Employee Orientations
- » Explore carbon offsetting for County employee travel

### What we've achieved so far:

- » Created the Green Team, an interdepartmental sustainability task force comprised of representatives from each Leon County department
- » Send ongoing monthly sustainability tips to all employees to encourage behavior change







# SUSTAINABLE FOOD SYSTEMS

## Significance

There is broad recognition that food systems play an important role in public health, community cohesion, and environmental conservation. The carbon footprint of food systems depends on many factors, including food type and methods of production and distribution. This action area focuses on the potential promote sustainability by expanding the cultivation and consumption of local foods. These efforts reduce the GHG impact of food distribution systems and enhance green spaces throughout the community.

## Goals

#	Goals	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
G16	Source 80% of food for County events and meetings from local vendors and restaurants	<input checked="" type="checkbox"/>				Sustainability	Admin

## Action Item Highlights:

- » Support and promote opportunities to expand food donations at County events and in the community
- » Explore opportunities to support composting and edible landscaping at County facilities
- » Prioritize the purchase of local food for County meetings and events

## What we've achieved so far:

- » Launched the Seed Library Program in all seven Leon County Library locations, which gives citizens access to a variety of seeds that can be "checked out" and planted at home
- » Rewarded grants to start or expand 44 community gardens through the Community Garden Grant Program
- » Started office composting programs in two County departments





## COMMUNITY

### Significance

This action area facilitates the engagement of Leon County residents, families, and businesses in driving sustainability forward. Since climate change traverses political and geographic boundaries, collaboration of this kind is critical. Leon County's efforts to be a leader in sustainability in the community are complemented by its efforts to learn from and work with stakeholders and peer organizations across the action areas outlined in this plan.

### Goals

#	Goals	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
G17	Train 150 citizens through a Sustainability Ambassadors program		☑			Sustainability	
G18	Support 20 community-led sustainability and beautification projects		☑			Sustainability	

### Action Item Highlights:

- » Continue actively participating in the Capital Area Sustainability Compact
- » Pursue the SolSmart designation
- » Develop a Sustainability Ambassadors program

### What we've achieved so far:

- » Host Sustainable Community Summits biennially since 2008
- » Created an online Green Map which features community gardens, farmers' markets, regional farms, and public recycling bins
- » Litter reduction and beautification initiatives through hosting local clean-up and go-go plant events







Attachment #1  
Page 13 of 28


















## ENERGY AND GREEN BUILDINGS

#	Goals	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
G1	Reduce overall annual kWh by 2% a year (30% reduction by 2030)	☑			★★★★	Sustainability	Facilities
G2	Increase renewable energy capacity on County facilities by 30% by 2030	☑			★★★	Sustainability	Facilities
G3	Convert 75% of all lights at County facilities to LED	☑			★★★	Facilities	Sustainability
G4	Ensure sustainable design in 100% of repairs, renovations, and new construction of County buildings (by 2021)	☑	☑	☑	★★★	Sustainability	Facilities
#	Action Item	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
1A	New Energy Savings Contract	☑			★★★★	ORS	Facilities and Sustainability
1B	Expand solar PV on County buildings	☑	☑		★★★★	Sustainability	Facilities
1C	Replace old HVAC systems in County facilities with energy efficient ones	☑		☑	★★★★	Facilities	Sustainability
1D	Transition County buildings to LED, install motion-sensored lights at wall and desk	☑		☑	★★★	Sustainability	Facilities
1E	Install energy efficient lighting and controls for Parks		☑		★★★	Parks and Rec	Sustainability
1F	Maintain a net-Zero building (since 2012)	☑	☑	☑	★★★	Facilities	Sustainability
1G	Incorporate sustainability and resiliency principles into Capital Improvement Projects	☑	☑	☑	★★	Sustainability	Facilities/ Public Works/ Blueprint
1H	Promote residential and commercial PACE		☑	☑	★★	Sustainability	Attorney's Office
1I	Pre-program and limit thermostats and water heaters at County facilities	☑			★★	Facilities	Sustainability
1J	Explore ways to incentivize green building practices in the community		☑		★★	DSEM / Planning	Sustainability



#	Action Item	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
1K	Require home energy audits for funding recipients through HSCP; incorporate energy efficiency into home upgrades		✓			HSCP	Sustainability
1L	Contribute to shaping future energy codes through the International Code Council		✓			DSEM	Sustainability
1M	Explore opportunities to reduce heat island effects, including cool roofs or pavement	✓	✓			Sustainability	
1N	Explore opportunities to pilot green walls or roofs	✓	✓			Sustainability	Facilities
1O	Explore opportunities to install solar PV benches in County parks		✓			Parks and Rec	Sustainability
1P	Increase outreach and education efforts with local energy efficiency contractors, designers, home and business owners		✓			Sustainability	
1Q	Adopt Sustainabase utility management platform	✓		✓		Sustainability	OMB
1R	Consolidate utility accounts	✓		✓		Sustainability	OMB
1S	Conduct energy audits on lowest-performing County buildings, evaluate possibility of instituting sub-metering	✓				Facilities	Sustainability
1T	Conduct a solar PV survey for major County buildings	✓		✓		Sustainability	Facilities
1U	Evaluate a platform to publicly disclose energy consumption associated with County operations		✓			Sustainability	OMB



#	Goals	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
G5	All County facilities integrate Florida Friendly Landscaping practices	☑	☑		1	Facilities	Sustainability
G6	Reduce number of gallons consumed in County facilities by 2% each year	☑			1	Facilities	Sustainability
#	Action Item	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
2A	Install efficient watering systems at parks, low flow fixtures at County facilities	☑			3	Parks and Rec	Sustainability
2B	Incorporate low impact development at more County facilities and right-of-ways	☑		☑	2	Facilities	Sustainability / Cooperative Ext.
2C	Identify opportunities to pilot permeable pavement	☑	☑		2	Sustainability	Public Works / Parks
2D	Explore opportunities to pursue SITE Certification	☑			2	Sustainability	
2E	Explore use of rainwater, greywater, A/C condensate for irrigation	☑			2	Facilities	Sustainability



#	Action Item	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
2F	Limit use of herbicides and pesticides in landscape management for County facilities	☑		☑	🌿	Facilities	Sustainability / Cooperative Ext.
2G	Transition departments off 5-gallon water coolers, old water fountains to water bottle filling stations	☑		☑	🌿	Facilities	Sustainability
2H	Identify any unused irrigation meters to turn off	☑			🌿	Sustainability	Facilities
2I	Expand Florida Friendly landscaping at parks, County facilities	☑	☑	☑	🌿	Parks	Sustainability
2J	Identify opportunities to pilot stormwater demonstration projects	☑	☑		🌿	Sustainability / Facilities	Public Works
2K	Continue water quality testing	☑		☑	🌿	Public Works	
2L	Explore opportunities to improve water efficient of washing employee uniforms in partnership with contractor	☑			🌿	Facilities	Sustainability





## WASTE REDUCTION

#	Goals	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
G7	75% recycling goal by 2020	✓	✓		🌿🌿	Sustainability	
G8	Increase number of commercial recycling accounts in unincorporated Leon County by 30% by 2030		✓		🌿	Sustainability	Solid Waste
G9	Reduce paper consumption in County operations by 30% by 2030	✓			🌿	Sustainability	MIS
G10	Ensure all County employees have access to recycling in their work area	✓			🌿	Sustainability	Facilities
#	Action Item	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
3A	Ensure recycling is available in all County facilities	✓	✓	✓	🌿🌿	Sustainability	Facilities
3B	Require recycling at events hosted at Leon County facilities	✓	✓		🌿🌿	Sustainability	Parks
3C	Analyze a ban on polystyrene at County parks and property	✓	✓		🌿🌿	Sustainability	Parks
3D	Explore incentives for commercial recycling in 2020 waste collection bid	✓	✓		🌿🌿	Solid Waste	Sustainability
3E	Explore use of recycled asphalt and concrete in paving and road construction	✓			🌿🌿	Public Works	Sustainability
3F	Require adequate space for recycling dumpsters for new commercial and multi-family construction	✓	✓		🌿🌿	DSEM	Sustainability
3G	Require automatic double-sided printing setting where possible on computers printers at County facilities	✓		✓	🌿🌿	MIS	Sustainability

Analyze a ban on polystyrene at County parks and property

Explore incentives for commercial recycling in 2020 waste collection bid

Explore use of recycled materials in road construction



#	Action Item	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
3H	Implement xerox PrintAwareness tool in all County computers	☑			🌿🌿	MIS	Sustainability
3I	Explore development of a user-friendly online portal to promote use of County surplus items	☑			🌿🌿	Facilities	Sustainability
3J	Develop a "Master Recyclers" class or "Recycling 201" seminar for the public to access current, correct information on recycling in Leon County		☑		🌿🌿	Sustainability	
3K	Ensure custodial managers are educated on proper recycling procedure and best practices	☑		☑	🌿	Sustainability	Facilities
3L	Provide reusable water bottles and coffee tumblers for Leon County employees, order reusable water bottles for County events	☑		☑	🌿	Sustainability	
3M	Expand cigarette-butt collection box provision at County boat landings and parks		☑	☑	🌿	Sustainability	Facilities
3N	Help coordinate tours of Marpan, Transfer Station for building operators of large organizations	☑	☑		🌿	Sustainability	Solid Waste
3O	Install hand dryers where beneficial in bathrooms at County facilities in lieu of paper towels	☑	☑		🌿	Facilities	Sustainability
3P	Evaluate opportunities to audit citizen recycling: tag high-contaminant bins, acknowledge knowledgeable recyclers		☑		🌿	Sustainability	CMR
3Q	Explore opportunities to expand composting practice in the community		☑		🌿	Sustainability	Cooperative Extension

Reduction

Action Plan Action Items

Use of recycled  
in paving and  
construction

Coordinate tours of  
Marpan, Transfer Station  
for building operators of  
large organizations

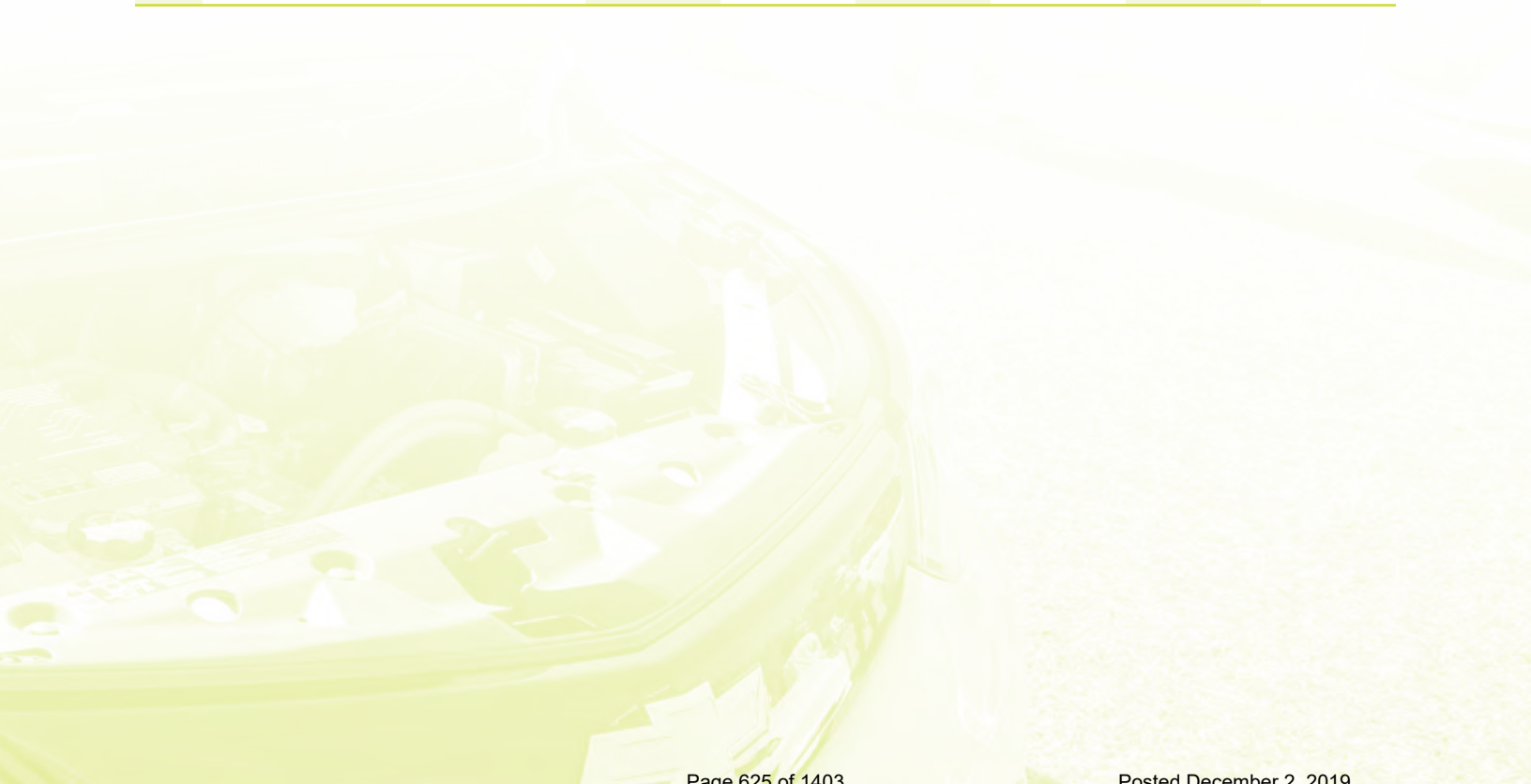
Evaluate opportunities to  
audit citizen recycling: tag  
high-contaminant bins,  
acknowledge  
knowledgeable recyclers



# TRANSPORTATION

#	Goals	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
G11	Reduce total fuel consumption by County fleet by 30% by 2030	☑			★★★★	Fleet	Sustainability
G12	Convert 50% of light-duty vehicles in County fleet to fully electric by 2030	☑			★★★★	Fleet	Sustainability
G13	Ensure that all employees driving County vehicles receive "Green Driving Training"	☑		☑	★★	Fleet	Sustainability
#	Action Item	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
4A	Pilot fuel saving technologies, including monitoring idle time	☑			★★★★	Fleet	Sustainability
4B	Continue to follow the Leon County Green Fleet Policy, and consider future modifications to policy as appropriate	☑		☑	★★★★	Fleet	Sustainability
4C	Expand procurement of electric vehicles and alternative or dual fuel vehicles	☑		☑	★★★★	Fleet	Sustainability
4D	Consider the adoption of a no-idling policy for County vehicles	☑			★★★★	All Depts	Fleet

#	Action Item	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
4E	Install FuelMaster 2.0 in all County vehicles for more accurate monitoring	☑			🌿🌿🌿	Fleet	Sustainability
4F	Offer County employees free bus passes				🌿🌿	Sustainability	
4G	Use "green chemicals" in County Fleet shop	☑		☑	🌿🌿	Fleet	Sustainability
4H	Analyze the potential for an "EV Ready Ordinance" for community development		☑		🌿🌿	Sustainability	Admin
4I	Expand the installation of EV charging stations at County facilities for use by employees and the public	☑	☑		🌿	Sustainability	Facilities
4J	Conduct an analysis of carpooling opportunities among employees who live near one another	☑			🌿	Sustainability	HR
4K	Educate the community on alternative transportation options and technology				🌿	Sustainability	
4L	Ensure County facilities have a bike rack outside of the facility		☑		🌿	Sustainability	Facilities













## INTERNAL PROTOCOL AND EMPLOYEE ENGAGEMENT

#	Goals	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
G14	50% of purchased items meet environmentally preferential purchasing (EPP) and disposal standards by 2030	☑			🌿🌿🌿	Sustainability	CMR, Purchasing
G15	Ensure that all Leon County employees are educated on County sustainability initiatives and best practices in the workplace	☑		☑	🌿🌿	Sustainability	
#	Action Item	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
5A	Explore adopting a Sustainable Purchasing Policy for County purchases	☑			🌿🌿🌿	Sustainability	Purchasing
5B	Educate major office purchasers on Green Purchasing guide-lines	☑			🌿🌿🌿	Sustainability	Purchasing
5C	Provide Workplace Sustainability Workshops to all departments and sustainability presentations at all New Employee Orientations	☑		☑	🌿🌿🌿	Sustainability	HR
5D	In RFPs, request minimum packaging and printing materials	☑		☑	🌿🌿	Sustainability	Purchasing
5E	Establish a minimum recycled content standard for paper in all offices and County collateral (for business cards, events, etc)	☑			🌿🌿	Sustainability	Purchasing, CMR
5F	Work with MIS to identify opportunities to install meeting platform software, webcams and micro-phone software to enable virtual meetings in lieu of driving	☑			🌿🌿	MIS	Sustainability



#	Action Item	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
5G	Explore opportunities and incentives to encourage County employees to utilize alternative transportation for their commute to and from work					Sustainability	
5H	Explore carbon offset-ting for county employee travel	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		Sustainability	
5I	Ensure that all custodial contractors comply with sustainability protocol in contracts	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		Facilities	Sustainability
5J	Use low VOC paints in County buildings	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		Facilities	
5K	Support and promote the Leon County Green Team	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		Sustainability	
5L	Support and promote the Live Well Leon Program	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>		HR	
5M	Consider creating a "Green employee of the year" recognition for annual employee breakfast	<input checked="" type="checkbox"/>				Sustainability	CMR
5O	Host a Bike to Work event	<input checked="" type="checkbox"/>				Sustainability	HR





## SUSTAINABLE FOOD SYSTEMS

#	Goals	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
G16	Source 80% of food for County events and meetings from local vendors and restaurants	☑			🍃	Sustainability	Admin

#	Action Item	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
6A	Support and promote opportunities to expand food donations at County events and in the community		☑		🍃🍃	Sustainability	
6B	Adopt an urban agriculture ordinance		☑	☑	🍃	DSEM, Planning	Sustainability
6C	Explore opportunities to expand the County's Community Garden Program		☑	☑	🍃	Sustainability	County Attorney, DSEM
6D	Support and promote the Seed Library Program		☑	☑	🍃	Library	Sustainability, Cooperative Extension
6E	Explore opportunities to support composting and edible landscaping at County facilities	☑		☑	🍃	Sustainability	
6F	Prioritize the purchase of local food for County meetings and events	☑			🍃	Sustainability	Admin, CMR
6G	Promote community-supported agriculture to County employees through Live Well	☑			🍃	Sustainability	HR









## COMMUNITY / OTHER

#	Goals	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
G17	Train 150 citizens through a Sustainability Ambassadors program		☑		1 leaf	Sustainability	
G18	Support 20 community-led sustainability and beautification projects		☑		1 leaf	Sustainability	
#	Action Item	County Operations	Community-facing	Progress	GHG Reduction Potential	Primary Work Area	Secondary Work Area
7A	Continue actively participating in the Capital Area Sustainability Compact	☑	☑	☑	2 leaves	Sustainability	Facilities, Fleet
7B	Pursue the SolSmart designation		☑	☑			
7C	Promote and expand the Annual Lake Jackson Clean-up event		☑	☑	1 leaf	Sustainability	Facilities
7D	Promote and expand the Annual Buy-one-get-one free event Native Plant Sale event		☑	☑	1 leaf	Sustainability	
7E	Promote and expand the Leon County Greenmap		☑	☑	1 leaf	Sustainability	GIS
7F	Engage the community in County sustainability initiatives through bi-annual Sustainability Summit, social media, website revamp, etc.		☑	☑	1 leaf	Sustainability	
7G	Develop a Sustainability Ambassadors program		☑		1 leaf	Sustainability	
7H	Create an Energy Star Recognition Program for community organizations that achieve the certification		☑		1 leaf	Sustainability	





Happy To Be  
PROUD  
Plant Parent  
THX @LeonCounty  
@NativeNurseries  
floridanativeplants  
Growinggreen

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# Leon County Wants Your Help in Driving Sustainability Forward

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For thoughts or to provide input on the County's Sustainability efforts, please call **(850) 606 - 5021**.

To get more information on sustainability resources and events, visit **GrowingGreen.org**.

To follow us on social media, visit  
**Facebook.com/LeonCountyORS**



Leon County Office of Sustainability  
1907 S. Monroe St., Tallahassee, FL 32301

# Leon County Integrated Sustainability Action Plan | Baseyear to 2030

Energy and Green Buildings	#	Goals	County Operations	Community-facing	GHG Reduction Potential	Action items supporting significant progress toward goal achievement	Primary Work Area	Secondary Work Area
	G1	Reduce overall annual kWh by 2% a year (30% reduction by 2030)	x		●●●●●	1A, 1B, 1D	Sustainability	Facilities
		Progress Update	In Progress: The newly secured energy savings contract (ESCO) and data monitoring through the new utility data management platform are expected to result in an energy savings of 25%. Regularly scheduled upgrades to buildings coupled with conservation efforts are expected to help the County reach the full 30% reduction.					
	G2	Increase renewable energy capacity on County facilities by 30% by 2030	x		●●●	1B	Sustainability	Facilities
		Progress Update	In Progress: Solar PV is expanding from three County facilities in 2017 to eight facilities by the end of 2020, with the newest installations coming online at the Northeast Branch Library, Apalachee Regional Park, transfer station, Leon County Courthouse, and Fleet. This goal will be reached by the end of 2020.					
	G3	Convert 75% of all lights at County facilities to LED	x		●●●	1D	Facilities	Sustainability
		Progress Update	In Progress: LED lighting is supported by the routine replacement activities of Facilities staff, as well as by the new ESCO. A full inventory of all lighting, including LED, is in progress.					



Energy and Green Buildings	<b>G4</b>	Ensure sustainable design in 100% of repairs, renovations, and new construction of County buildings (by 2021)	x	x	●●●	1E	Sustainability	Facilities
		Progress Update	In Progress: Sustainability and Facilities staff have partnered with the County architect to develop a series of protocols to support this goal.					
		<b>Action Item</b>	<b>County Operations</b>	<b>Community-facing</b>	<b>GHG Reduction Potential</b>	<b>Budget source</b>	<b>Primary Work Area</b>	<b>Secondary Work Area</b>
	<b>1A</b>	New Energy Savings Contract	x		●●●●●	1	ORS	Facilities and Sustainability
		Progress Update	In Progress: A vendor was selected (Energy Services Group, or ESG), building audits have been conducted, and analysis of those audits have been finalized. Energy conservation measures are being refined by ESG.					
	<b>1B</b>	Expand solar PV on County buildings	x	x	●●●●	1, 2, 3	Sustainability	Facilities
		Progress Update	In Progress: The County is on track to have eight operational solar arrays in 2020. During the April 23, 2019 Budget Workshop, the Board approved an annual allocation of \$50,000 for the expansion of solar arrays on and at County facilities. The funds allocated for FY2020 will be used to install an array on Fleet.					
	<b>1C</b>	Replace old HVAC systems in County facilities with energy efficient ones	x		●●●●	1	Facilities	Sustainability
		Progress Update	In Progress: Several old HVAC systems will be replaced through the new ESCO, and Facilities will upgrade regularly-scheduled systems with ones with higher energy efficiency.					



Energy and Green Buildings	1D	Transition County buildings to LED, install motion-sensored lights at wall and desk	x		● ● ●	1	Sustainability	Facilities
		Progress Update	In Progress: As a practice of routine replacement, Facilities staff continue to expand the number of LED lights in County facilities.					
	1E	Install energy efficient lighting and controls for Parks		x	● ● ●	1	Parks and Rec	Sustainability
		Progress Update	Not yet started.					
	1F	Maintain a net-Zero building (since 2012)	x	x	● ● ●	3	Facilities	Sustainability
		Progress Update	Complete/Ongoing: The Leon County Sustainable Demonstration Center continues to operate as a net-Zero building.					
	1G	Incorporate sustainability and resiliency principles into Capital Improvement Projects	x	x	● ●	2	Sustainability	Facilities/Public Works/Blueprint
		Progress Update	Not yet started.					
	1H	Promote residential and commercial PACE		x	● ●	3	Sustainability	Attorney's Office
		Progress Update	Complete/Ongoing: To date, \$1,106,000 in PACE loans have been made for 90 homes with 29 local contractors being certified for the program.					

Energy and Green Buildings	1I	Pre-program and limit thermostats and water heaters at County facilities	x		••	3	Facilities	Sustainability
		Progress Update	Complete/Ongoing: Facilities continues to identify opportunities to better program thermostats and water heaters in County facilities.					
	1J	Explore ways to incentivize green building practices in the community		x	••	2	DSEM / Planning	Sustainability
		Progress Update	Not yet started.					
	1K	Require home energy audits for funding recipients through HSCP; incorporate energy efficiency into home upgrades		x	••	3	HSCP	Sustainability
		Progress Update	In Progress: Sustainability and HSCP staff are working on a strategy to integrate energy audits into the standard process for projects funded through HSCP.					
	1L	Contribute to shaping future energy codes through the International Code Council		x	••	3	DSEM	Sustainability
		Progress Update	Complete: Leon County and DSEM staff participated in the International Code Council's 2019 voting window for new model energy efficiency codes.					

Energy and Green Buildings	1M	Explore opportunities to reduce heat island effects, including cool roofs or pavement	x	x	•	2	Sustainability	
		Progress Update	In Progress: Background research is ongoing as new technologies emerge, and next steps will involve exploring opportunities for implementation with Facilities Management and DSEM.					
	1N	Explore opportunities to pilot green walls or roofs	x	x	•	2	Sustainability	Facilities
		Progress Update	In Progress: Background research is ongoing as new technologies emerge, and next steps will involve exploring opportunities for implementation with Facilities Management and DSEM.					
	1O	Explore opportunities to install solar PV benches in County parks		x	•	2, 3	Parks and Rec	Sustainability
		Progress Update	In Progress: One solar PV bench and solar PV stand have been purchased and will be installed at an outdoor County facility in the 2020.					
	1P	Increase outreach and education efforts with local energy efficiency contractors, designers, home and business owners		x	•	3	Sustainability	
		Progress Update	In Progress: One example includes staff connecting with stakeholders in the local Home Builders Association, Realtors Association, and Chambers of Commerce to discuss the PACE Program.					
	1Q	Adopt Sustainabase utility management platform	x		•	3	Sustainability	OMB
		Progress Update	In Progress: The software was procured and Leon County utility data is currently being added into the Sustainabase platform.					

Energy and Green Buildings	1R	Consolidate utility accounts	x		•	3	Sustainability	OMB
		Progress Update	Complete: Staff consolidated main facility utility accounts into two main accounts.					
	1S	Conduct energy audits on lowest-performing County buildings, evaluate possibility of instituting sub-metering	x		•	1	Facilities	Sustainability
		Progress Update	In Progress: As a part of the ESCO, an ASHRAE Level III audit has been conducted on many of the County's largest buildings. Once the ESCO scope has been finalized, staff will identify opportunities to conduct audits on low performing buildings not included in the ESCO.					
	1T	Conduct a solar PV survey for major County buildings	x		•	1, 3	Sustainability	Facilities
		Progress Update	Complete: Two solar surveys were conducted in 2017 and 2018 on more than a dozen of the County's main buildings.					
	1U	Evaluate a platform to publicly disclose energy consumption associated with County operations		x	•	3	Sustainability	OMB
		Progress Update	In Progress: Staff is working with Sustainabase, the utility management platform, to identify opportunities for streamlined disclosure of Leon County's energy consumption.					

Water		Goals	County Operations	Community-facing	GHG Reduction Potential	Action items supporting significant progress toward goal achievement	Primary Work Area	Secondary Work Area
	G5	All County facilities integrate Florida Friendly Landscaping practices	x	x	•	2F, 2I	Facilities	Sustainability
		Progress Update	In Progress: For future renovation/construction projects, Florida Friendly Landscaping practices will be followed, and this requirement will be integrated into the update of Leon County's Facility Design Guidelines.					
	G6	Reduce number of gallons consumed in County facilities by 2% each year	x		•	2A, 2E, 2L	Facilities	Sustainability
		Progress Update	In Progress: Water efficiency upgrades have been identified as possible projects under the new ESCO.					
		Action Item	County Operations	Community-facing	GHG Reduction Potential	Budget source	Primary Work Area	Secondary Work Area
	2A	Install efficient watering systems at parks, low flow fixtures at County facilities	x		•••	1, 2, 3	Parks and Rec	Sustainability
		Progress Update	In Progress: Water efficiency upgrades have been identified as possible projects under the new ESCO.					

Water	2B	Incorporate low impact development at more County facilities and right-of-ways	x		••	2, 3	Facilities	Sustainability / Cooperative Ext.
		Progress Update	In Progress: Public Works constructed a permeable pavement sidewalk in 2019, and future opportunities for low impact development are being evaluated.					
	2C	Identify opportunities to pilot permeable pavement	x	x	••	2, 3	Sustainability	Public Works / Parks
		Progress Update	In Progress: Public Works constructed a permeable pavement sidewalk in 2019, and opportunities for future permeable pavement projects are being evaluated.					
	2D	Explore opportunities to pursue SITE Certification	x		••	2	Sustainability	
		Progress Update	Not yet started.					
	2E	Explore use of rainwater, greywater, A/C condensate for irrigation	x		••	2	Facilities	Sustainability
		Progress Update	Not yet started.					
	2F	Limit use of herbicides and pesticides in landscape management for County facilities and parks	x		•	3	Facilities	Sustainability / Cooperative Ext.
		Progress Update	Complete: Analysis on the County's Glyphosate Usage and best management practices for landscape management was conducted. Staff strictly follows best management practices and stays up-to-date on industry best practices, which include using herbicides and pesticides in a limited fashion and only when no other options are available.					

Water	2G	Transition departments off 5 gallon water coolers, old water fountains to water bottle filling stations	x		•	3	Facilities	Sustainability
		Progress Update	In Progress: To date, 22 water bottle filling stations have been installed across 11 County buildings.					
	2H	Identify any unused irrigation meters to turn off	x		•	3	Sustainability	Facilities
		Progress Update	In Progress: Staff continues to monitor the use of irrigation meters at County facilities to identify any opportunities to turn unused systems off.					
	2I	Expand Florida Friendly landscaping at parks, County facilities	x	x	•	3	Facilities / Parks	Sustainability
		Progress Update	In Progress: For future renovation/construction projects, Florida Friendly Landscaping practices will be followed, and this requirement will be integrated into the update of Leon County's Facility Design Guidelines.					
	2J	Identify opportunities to pilot stormwater demonstration projects	x	x	•	2, 3	Sustainability / Facilities	Public Works
		Progress Update	Not yet started.					
	2K	Continue water quality testing	x		•	3	Public Works	
		Progress Update	In Progress: As part of standard procedure, Public Works continues to monitor and conduct water quality testing on major bodies of water in Leon County.					

<b>Water</b>	<b>2L</b>	Explore opportunities to improve water efficient of washing employee uniforms in partnership with contractor	x		•	3	Purchasing	Sustainability
		Progress Update	Not yet started.					
<b>Waste Reduction</b>		<b>Goals</b>	<b>County Operations</b>	<b>Community-facing</b>	<b>GHG Reduction Potential</b>	<b>Action items supporting significant progress toward goal achievement</b>	<b>Primary Work Area</b>	<b>Secondary Work Area</b>
	<b>G7</b>	75% recycling goal by 2020	x	x	••	3A, 3B, 3G, 3J	Sustainability	
		Progress Update	In Progress: Leon County achieved a 62% recycling rate in 2018. Staff continues to identify opportunities for increased community outreach efforts and the encouragement of commercial recycling.					
	<b>G8</b>	Increase number of commercial recycling accounts in unincorporated Leon County by 30% by 2030		x	•	3D, 3N	Sustainability	Solid Waste
		Progress Update	In Progress: Staff is collecting data on unincorporated businesses and creating a strategy for outreach to those that do not currently have a recycling account.					
	<b>G9</b>	Reduce paper consumption in County operations by 30% by 2030	x		•	3F, 3H	Sustainability	MIS
		Progress Update	In Progress: Efforts to enhance print awareness and habituate double-siding printing are underway.					



Waste Reduction	G10	Ensure all County employees have access to recycling in their work area	x		•	3A	Sustainability	Facilities
		Progress Update	Complete/Ongoing: Sustainability staff have prioritized the distribution of additional recycling receptacles at facilities based on need, and continued providing recycling education to County staff.					
		Action Item	County Operations	Community-facing	GHG Reduction Potential	Budget source	Primary Work Area	Secondary Work Area
	3A	Ensure recycling is available in all County facilities	x	x	••	3	Sustainability	Facilities
		Progress Update	Complete/Ongoing: Sustainability staff have prioritized the distribution of additional recycling receptacles at facilities based on need, and continued providing recycling education to County staff.					
	3B	Require recycling at events hosted at Leon County facilities	x	x	••	3	Sustainability	Parks
		Progress Update	In Progress: The County currently provides recycling receptacles at all events.					
	3C	Analyze a ban on polystyrene at County parks and property	x	x	••	3	Sustainability	Parks
		Progress Update	Complete: In September 2019, the Board adopted a policy to ban plastic straws and polystyrene in County operations and events.					
	3D	Explore incentives for commercial recycling in 2020 waste collection bid	x	x	••	2	Solid Waste	Sustainability
		Progress Update	In Progress: Language was included in the 2020 bid documents for a new waste and recycling collector to provide recycling bins at a lower cost than the current contract.					

Waste Reduction	3E	Explore use of recycled asphalt and concrete in paving and road construction	x		••	2	Public Works	Sustainability
		Progress Update	Not yet started.					
	3F	Require double-sided printing automatic setting where possible on computers printers at County facilities	x		••	3	MIS	Sustainability
		Progress Update	In Progress: Sustaianbility staff is working with MIS to ensure that the default print setting on all County computers is double-sided.					
	3G	Require adequate space for recycling dumpsters for new commercial and multi-family construction	x	x	••	3	DSEM	Sustainability
		Progress Update	In Progress: Staff is working with DSEM on identifying where and how this requirement will be specified and rolled-out.					
	3H	Implement Xerox PrintAwareness tool in all County computers	x		••	3	MIS	Sustainability
		Progress Update	In Progress: Sustainability staff is working with MIS to expand printing awareness software and default settings on County computers.					
	3I	Explore development of a user-friendly online portal to promote use of County surplus items	x		••	3	Facilities	Sustainability
		Progress Update	Not yet started.					

Waste Reduction	3J	Develop a "Master Recyclers" class or "Recycling 201" seminar for the public to access current, correct information on recycling in Leon County		x	••	2, 3	Sustainability	CMR
		Progress Update	Not yet started.					
	3K	Ensure custodial managers are educated on proper recycling procedure and best practices	x		•	3	Sustainability	Facilities / Parks
		Progress Update	Complete/Ongoing.					
	3L	Provide reusable water bottles and coffee tumblers for Leon County employees, order reusable water bottles for County events	x		•	3	Sustainability	
		Progress Update	Complete/Ongoing: Sustainability staff have continued to provide reusable water bottles and coffee tumblers during orientation for all newly hired Leon County. Staff also distributed 50+ reusable bottles employees to be utilized during the Day of Service and for future County events.					
	3M	Expand cigarette-butt collection box provision at County boat landings and parks		x	•	3	Sustainability	Facilities
		Progress Update	Complete/Ongoing: Sustainability staff have most recently prioritized boat landings for these receptacles.					

Waste Reduction	3N	Help coordinate tours of Marpan, Transfer Station for building operators of large organizations	x	x	•	3	Sustainability	Solid Waste
		Progress Update	In Progress: Staff has spoken with other building operators of large organizations through the Waste Reduction Working Group of the Capital Area Sustainability Compact about this opportunity.					
	3O	Install hand dryers in bathrooms at County facilities in lieu of paper towels	x	x	•	2, 3	Facilities	Sustainability
		Progress Update	Not yet started.					
	3P	Evaluate opportunities to audit citizen recycling: tag high-contaminant bins, acknowledge knowledgeable recyclers		x	•	2, 3	Sustainability	CMR
		Progress Update	Not yet started.					
	3Q	Explore opportunities to expand composting practice in the community		x	•	2, 3	Sustainability	Cooperative Extension
		Progress Update	Not yet started.					

Transportation		Goals	County Operations	Community-facing	GHG Reduction Potential	Action items supporting significant progress toward goal achievement	Primary Work Area	Secondary Work Area
	G11	Reduce total fuel consumption by County fleet by 30% by 2030			●●●●●	4A	Fleet	Sustainability
		Progress Update	In Progress: Fleet and Sustainability staff are analyzing various strategies to reach this goal, including the expansion of electric vehicles and right-sizing vehicles.					
	G12	Convert 30% of light-duty vehicles in County fleet to fully electric by 2030			●●●●●	4C	Fleet	Sustainability
		Progress Update	In Progress: Fleet staff are identifying specific vehicles that may be strategically replaced by electric vehicles as part of the replacement schedule through 2030.					
	G13	Ensure that all employees driving County vehicles receive "Green Driving Training"	x		●●	4B, 4D	Fleet	Sustainability
		Progress Update	In Progress: Sustainability staff covers "Green Driving Training" as a part of New Employee Orientation and will identify further opportunities to expand on this education through the next round of Workplace Sustainability Workshops.					
		Action Item	County Operations	Community-facing	GHG Reduction Potential	Budget source	Primary Work Area	Secondary Work Area
	4A	Pilot fuel saving technologies, including monitoring idle time	x		●●●●●	2	Fleet	Sustainability
		Progress Update	In Progress: Fleet staff are in the process of selecting a vendor to support this initiative.					

Transportation	4B	Continue to follow the Leon County Green Fleet Policy, and consider future modifications to policy as appropriate	x		●●●●	3	Fleet	Sustainability
		Progress Update	Complete/Ongoing: Leon County's Green Fleet Committee meets twice a year to ensure the Green Fleet Policy continues to be followed and evaluate further opportunities to modify if needed.					
	4C	Expand procurement of electric vehicles and alternative or dual fuel vehicles	x		●●●●	2, 3	Fleet	Sustainability
		Progress Update	In Progress: Fleet staff are identifying specific vehicles that may be strategically replaced by electric vehicles in the future.					
	4D	Consider the adoption of a no-idling policy for County vehicles	x		●●●●	3	All Depts	Fleet
		Progress Update	Not yet started.					
	4E	Install FuelMaster 2.0 in all County vehicles for more accurate monitoring	x		●●●	3	Fleet	Sustainability
		Progress Update	In Progress: Fleet staff are rolling out this technology.					
	4F	Offer County employees free bus passes			●●	2	Sustainability	
		Progress Update	In Progress: Office of Sustainability staff has met with StarMetro and is in the process of finalizing a pilot program for county employees who have requested a bus pass, with plans for County-wide free bus pass availability to follow.					

Transportation	4G	Use "green chemicals" in County Fleet shop	x		••	3	Fleet	Sustainability
		Progress Update	In Progress: "Green chemicals" are used in the Fleet shop, and staff is researching additional opportunities for improvement.					
	4H	Analyze the potential for an "EV Ready Ordinance" for community development		x	••	3	Sustainability / DSEM	Admin
		Progress Update	Not yet started.					
	4I	Expand the installation of EV charging stations at County facilities for use by employees and the public	x	x	•	2, 3	Sustainability	Facilities
		Progress Update	In Progress: Office of Sustainability staff has purchase a 4th charging station, to be installed at a County Facility in the near future.					
	4J	Conduct an analysis of carpooling opportunities among employees who live near one another	x		•	3	Sustainability	HR
		Progress Update	Not yet started.					
	4K	Educate the community on alternative transportation options and technology			•	3	Sustainability	
		Progress Update	Complete/Ongoing: Sustainability staff regularly engage members of the community about this topic through social media and events like the Sustainability Summit.					

Transportation	4L	Ensure County facilities have a bike rack outside of the facility		x	•	2, 3	Sustainability	Facilities
		Progress Update	In Progress: Sustainability has started a survey to identify which facilities need a bike rack.					
Internal Protocol and Employee Engagement		Goals	County Operations	Community-facing	GHG Reduction Potential	Action items supporting significant progress toward goal achievement	Primary Work Area	Secondary Work Area
	G14	50% of purchased items meet environmentally preferential purchasing (EPP) and disposal standards by 2030	x		•••	5A, 5B	CMR / Purchasing	Sustainability
		Progress Update	In Progress: The County currently participates in Office Depot's Greener Purchasing Program. Staff are continuing to identify ways to improve sustainable purchasing from other sources.					
	G15	Ensure that all Leon County employees are educated on County sustainability initiatives and best practices in the workplace	x		••	5C	Sustainability	
		Progress Update	Complete/Ongoing: Sustainability staff has continued to provide sustainability presentations at all New Employee Orientations and Workplace Sustainability Workshops tailored to each department.					



Internal Protocol and Employee Engagement		Action Item	County Operations	Community-facing	GHG Reduction Potential	Budget source	Primary Work Area	Secondary Work Area
	5A	Explore adopting a Sustainable Purchasing Policy for County purchases	x		●●●	2, 3	Purchasing	Sustainability
		Progress Update	Not yet started.					
	5B	Educate major office purchasers on Green Purchasing guidelines	x		●●●	3	Sustainability	Purchasing
		Progress Update	In Progress: Sustainability staff has provided "Green Purchasing Guidelines" to major office purchasers and members of the Green Team. Additional opportunities are being evaluated.					
	5C	Provide Workplace Sustainability Workshops to all departments and sustainability presentations at all New Employee Orientations	x		●●	3	Sustainability	HR
		Progress Update	Complete/Ongoing: Sustainability staff has continued to provide sustainability presentations at all New Employee Orientations. An updated Workplace Sustainability Workshop series will be implemented in 2020.					
	5D	In RFPs, request minimum packaging and printing materials	x		●●	3	Purchasing	Sustainability
		Progress Update	Complete: RFPs currently contain language requesting vendors do not use non-recyclable binding or packaging and that they limit printing of materials.					

Internal Protocol and Employee Engagement	5E	Establish a minimum recycled content standard for paper in all offices and County collateral (for business cards, events, etc)	x		••	2, 3	Sustainability	Purchasing / CMR
		Progress Update	Not yet started.					
	5F	Work with MIS to identify opportunities to install meeting platform software, webcams and microphone software to enable virtual meetings in lieu of driving	x		••	2, 3	MIS	Sustainability
		Progress Update	Not yet started.					
	5G	Explore opportunities and incentives to encourage County employees to utilize alternative transportation for their commute to and from work			••	2, 3	Sustainability	
		Progress Update	Not yet started.					
	5H	Explore carbon offsetting for all county employee travel	x		•	2	Sustainability	
		Progress Update	Not yet started.					

Internal Protocol and Employee Engagement	5I	Ensure that all custodial contractors comply with sustainability protocol in contracts	x		•	3	Facilities	Sustainability
		Progress Update	Complete/Ongoing: Staff continuously meets with custodian managers to ensure sustainability specifications in the contract are being followed.					
	5J	Use low VOC paints in County buildings	x		•	3	Facilities	
		Progress Update	Complete/Ongoing: Facilities staff and contractors use low VOC paints for all projects.					
	5K	Support and promote the Leon County Green Team	x		•	3	Sustainability	
		Progress Update	Complete/Ongoing: Sustainability staff has continued to host Green Team meetings every other month and is in the process of updating Green Team goals and procedures.					
	5L	Support and promote the Live Well Leon Program	x		•	3	HR	
		Progress Update	Complete/Ongoing: In 2018, sustainability actions were integrated as part of the Live Well Leon program.					
	5M	Consider creating a "Green employee of the year" recognition for annual employee breakfast	x		•	2, 3	Sustainability	CMR
		Progress Update	Not yet started.					
	5O	Host a Bike to Work event	x		•	3	Sustainability	HR
		Progress Update	Complete: Sustainability staff hosted the first Bike to Work event in Spring 2019 and will continue to host the event annual.					

Sustainable Food Systems		Goal	County Operations	Community-facing	GHG Reduction Potential	Action items supporting significant progress toward goal achievement	Primary Work Area	Secondary Work Area
	G16	Source 80% of food for County events and meetings from local vendors and restaurants	x		•	6F	Sustainability	Admin
		Progress Update	In Progress: Sustainability staff has developed a Green Events & Catering Guide, to encourage the purchase of local food for meetings and events, and provides County employees with a list of some available local establishments.					
		Action Item	County Operations	Community-facing	GHG Reduction Potential	Budget Source	Primary Work Area	Secondary Work Area
	6A	Support and promote opportunities to expand food donations at County events and in the community		x	••	3	Sustainability	
		Progress Update	In Progress: Sustainability staff have pilots food donation efforts at events such as the Sustainability Summit. Next steps include identifying opportunities to expand these efforts.					
	6B	Adopt an urban agriculture ordinance		x	•	3	DSEM, Planning	Sustainability
		Progress Update	In Progress: DSEM staff has met with various stakeholders and is in the process of drafting an ordinance.					

Sustainable Food Systems	6C	Explore opportunities to expand the County's Community Garden Program		X	•	2, 3	Sustainability	County Attorney/ DSEM
		Progress Update	In Progress: Staff is in the process of revising the grant application, aimed to enhance participation opportunities in 2020.					
	6D	Support and promote the Seed Library Program		X	•	3	Library	Sustainability/ Cooperative Ext.
		Progress Update	Complete/Ongoing: Library staff continue to promote green enhancements to the community through the annual distribution of seed packets.					
	6E	Explore opportunities to support composting and edible landscaping at County facilities	X		•	2, 3	Sustainability	
		Progress Update	Not yet started.					
	6F	Prioritize the purchase of local food for County meetings and events	X		•	2, 3	Sustainability	Admin/CMR
		Progress Update	In Progress: Sustainability staff has developed a Green Events & Catering Guide, to encourage the purchase of local food for meetings and events, and provides County employees with a list of some available local establishments.					
	6G	Promote community-supported agriculture to County employees through Live Well Leon	X		•	3	Sustainability	HR
		Progress Update	Not yet started.					

Community / Other		Goals	County Operations	Community-facing	GHG Reduction Potential	Action items supporting significant progress toward goal achievement	Primary Work Area	Secondary Work Area
	G17	Train 150 citizens through a Sustainability Ambassadors program		x	•	8G	Sustainability	
		Progress Update	In Progress: Sustainability staff is working with FSU Sustainable Campus to work with students on the creation of this Ambassadors program.					
	G18	Support 20 community-led sustainability projects		x	•	8F	Sustainability	
		Progress Update	In Progress: With the Board's authorization to create a Community Beautification Program, this initiative will provide an opportunity to support community-led sustainability projects.					
		Action Item	County Operations	Community-facing	GHG Reduction Potential	Budget Source	Primary Work Area	Secondary Work Area
	8A	Continue actively participating in the Capital Area Sustainability Compact	x	x	••	3	Sustainability	Facilities/ Fleet
		Progress Update	Complete/Ongoing: Leon County continues to participate in the Capital Area Sustainability Compact.					
	8B	Pursue the SolSmart designation		x		3	DSEM	Sustainability
		Progress Update	In Progress: Sustainability staff is working closely with DSEM to finalize the application.					

Community / Other	8C	Promote and expand the Annual Lake Clean-up event		x	•	3	Sustainability	Facilities / Parks
		Progress Update	Complete/Ongoing: Sustainability staff hosted the 3rd Annual Lake Clean-up event at Lake Iamonia in November 2019, in which more than 500 lbs. of trash and debris were removed from the lake.					
	8D	Promote and expand the Annual Buy-one-get-one free event Native Plant Sale event		x	•	3	Sustainability	
		Progress Update	Complete/Ongoing: Sustainability Staff hosted the 4th Annual Buy-one-get-one free Native Plant Sale Event in September 2019.					
	8E	Promote and expand the Leon County Greenmap		x	•	3	Sustainability	GIS
		Progress Update	Complete/Ongoing: The Greenmap currently provides details about several resources throughout the community. Additions to this resource will added in 2020.					
	8F	Engage the community in County sustainability initiatives through biannual Sustainability Summit, social media, website revamp, etc.		x	•	2, 3	Sustainability	
		Progress Update	Complete/Ongoing: Sustainability staff hosted the 3rd Sustainability Summit in Spring 2019, and has continued to engage with the community by share sustainability resources and event information through social media. Content for the website revamp has been created in anticipation of an update in early 2020.					
	8G	Develop a Sustainability Ambassadors program		x	•	2, 3	Sustainability	
		Progress Update	In Progress: Sustainability staff is working with FSU Sustainable Campus to work with students on the creation of this Ambassadors program.					

Community	8H	Create an Energy Star Recognition Program for community organizations that achieve the certification		x	•	2, 3	Sustainability	
		Progress Update	Not yet started.					
Abbreviation Key		In budget source column:						
		• 1 = ESCO funds						
		• 2 = New funding						
		• 3 = Existing funds, or reallocation of existing funds						
		Elsewhere:						
		ESCO = Energy Services Contract						



# Leon County Community Beautification Program

## **Overview**

Through the Leon County Community Beautification Program, neighborhoods, community groups, and organizations can apply for reimbursement funds and technical assistance to plan, organize and implement small beautification, litter reduction, or place-making projects.

Small projects may be reimbursed a maximum of \$500 per project, while funds are available. They are offered to support the planning and implementation of projects that physically enhance Leon County. Project examples include litter and illegal dumping clean-up events, neighborhood plantings, and other community enhancement, beautification, or clean-up projects. Projects that promote community collaboration and leadership are encouraged. The goal of this program is for community members to meet and work together to further beautify Leon County.

## **Funding Eligibility**

All Leon County neighborhoods, community groups, organizations and associations are welcome to apply for reimbursement funds through the Community Beautification Program. All applications must encourage inclusive neighborhood or group participation. Projects must be undertaken within the geographic boundaries of Leon County and may take place on public land as approved by Leon County Office of Sustainability staff.

- ***All applicants must demonstrate that their project or activity will:***
  - Focus on beautifying and/or creating engaging places
  - Generate a public benefit in an inclusive and cooperative manner
  - Involve members of the community in the project
  - Abide by all local, state and federal laws and regulations
- ***All applicants must agree to the following guidelines:***
  - Applicants may be asked to match their requested reimbursement amount with contributions of volunteer hours and other in-kind contributions
  - Applicants must submit project photos to the Leon County Office of Sustainability for record, and by doing so give permission to Leon County to use and publish photographs for the purpose of publication and promotion without compensation
  - Applicants that fail to undertake projects as outlined in submitted applications may be eliminated from consideration for future funding opportunities
  - Leon County reserves the right to remove any physical installations or improvements on public land at any time

## **Ineligible Applicants and Activities**

- ***Funds will NOT be awarded to/for:***
  - Government agencies, political or partisan groups, universities, exclusive clubs or associations, and non-Leon County-based organizations
  - Applicants who have failed to document a community contribution
  - Applicants who have failed to successfully carry out or maintain a project for which funds were previously awarded

- Anything that could be construed as a private gain or gift to an individual or organization
- Political organizing, advocacy, or election related activities
- Programs that promote or endorse a specific religious affiliation
- Discrimination against any group
- ***Funds must NOT be used to:***
  - Support ongoing programs or services
  - Pay for the applicants operating expenses that are not directly related to the project for which the reimbursement is awarded
  - Pay for expenditures or financial commitments made before the organization's reimbursement application was submitted
  - Purchase computers, digital cameras, video cameras or other portable electronic equipment
  - Purchase food or alcohol

## **Evaluation**

Each application will be evaluated by the Leon County Office of Sustainability staff based on the above requirements, and the following evaluation criteria:

- ***Objective***
  - Corresponds with the objective to address at least one of the three areas of sustainability (environment, economic, social)
- ***Description and Benefit***
  - Provides a clear description of what the project is and why it is proposed
  - Provides a clear description of why fund reimbursement is being sought
  - Provides a clear public benefit and outlines how the community will be improved as a result of the project, with anticipated outcomes clearly documented
- ***Community Participation and Impact***
  - Community contribution is documented, demonstrating broad community participation and support
  - Encourages inclusive community participation and provides an opportunity for interaction between different groups, such as different cultural groups, age groups, tenants and business owners
- ***Planning and Design***
  - Has a reasonable budget
  - Has a realistic timeline and a clear beginning and end
  - Designed for low maintenance and the applicant and stakeholders commit to project maintenance, with most maintenance undertaken by the applicant

## **Project Examples**

- **Litter Reduction** (e.g. hosting a neighborhood or park cleanup event)
- **Illegal Dumping Clean-up**
- **Neighborhood Planting**
- **Invasive Species Removal**
- **Graffiti Removal and Painting**



## **Capital Area Sustainability Compact Annual Report**

Produced by Sustainable Tallahassee  
For the Leon County Board of County Commissioners

December 2019

## **Overview**

In an innovative endeavor, eight of the largest organizations in Leon County pledged to collectively tackle some of the community's biggest sustainability topics like waste, energy, and transportation. The member organizations who signed the Capital Area Sustainability Compact (Compact) include Florida A&M University, Tallahassee Memorial Healthcare, Florida State University, the City of Tallahassee, Leon County Schools, Tallahassee Community College, Capital Regional Medical Center, and Leon County Government. The member organizations created the Compact to establish a platform where members can share information, identify collaboration opportunities, and find solutions for shared sustainability challenges.

## **Introduction**

In 2018, Sustainable Tallahassee began working with Leon County on what a collaborative sustainability initiative would look like for some of the largest, most impactful organizations in the community. There was strong consensus that concentrating only on energy issues would solve only a portion of Tallahassee and Leon County's sustainability concerns. Meaningful action should also address topics including sustainable transportation, waste reduction, and food concerns in addition to energy. After research and further discussions, it was agreed to develop a "compact" concept that included the largest locally-based utility users in our community as members. By targeting these organizations, the compact would include the largest employers, organizations providing services or products to a significant portion of the community, and, thus, organizations potentially having the greatest sustainability reach and influence in the Capital Area.

2019 marked an important year for the Capital Area Sustainability Compact, with eight member organizations officially signing on to the initiative and key staff members from various organizations gaining momentum on identifying collaborative sustainability projects.

As part of the creation of the Compact, Sustainable Tallahassee was selected to be the convener and administrator. It will also provide support and research to the members through its committees. Leon County is supporting the administration of the Compact through the annual agreement with Sustainable Tallahassee.

## Progress Report



***June 26, 2019 – Compact Signing ceremony at Sustainable Tallahassee’s offices in DOMI Station.***

In 2019, eight members officially signed on to the Capital Area Sustainability Compact. The signed Compact agreement outlines several sustainability commitments for each member organization, including:

- Designating a representative from their organization to participate in the Compact Steering Committee
- Working in close collaboration with other Compact members to develop a joint strategy to minimize the community footprint, reduce community greenhouse gas emissions, and drive sustainable action in the Capital Area
- Assessing their respective organization’s current sustainability efforts and integrating an internal sustainability action plan into or alongside other organizational documents, containing measurable, actionable, achievable steps within two years of signing the Compact

Each member organization designated a representative to serve on the Compact Steering Committee, which meets quarterly. In 2019, the Steering Committee passed a charter, which specifies how the Compact will be administered and organized. Over the next two years, the Steering Committee will begin developing a joint strategy to minimize the community footprint, reduce community greenhouse gas emissions, and drive sustainable action in the Capital Area. This timeline is on par with how other Compacts around the country have developed and set strategy.

The Steering Committee also created three Working Groups: Waste, Transportation, and Energy. These groups meet every six to eight weeks and are intended to provide an opportunity for key staff in each member organization to share information and resources on a specific topic and identify opportunities for collaboration. In 2019, the Working Groups focused on several topics and have identified interest in possible collaborative work on the following areas:

#### Waste Working Group

- 1) Single-use Plastics reduction and an opportunity for a collaborative campaign
- 2) Consistent messaging for recycling
- 3) Food waste reduction strategies for operations and events, including recovery and composting

#### Energy Working Group

- 1) Better tracking utility consumption data for enhanced strategies for energy upgrades and conservation efforts
- 2) Moving from demand reduction to focus more on sourcing and supplying clean energy
- 3) Researching cost effectiveness of alternative energy such as bio-mass and tidal
- 4) Strategies for expansion of solar energy arrays

#### Transportation Working Group

- 1) Sharing use and sourcing information on the innovations in EV and Hybrid vehicles
- 2) Fleet strategies - replacing old and existing Fleet vehicles with electric vehicles and right-sizing vehicles based on use demands
- 3) Growing acceptance of EV and battery systems for emergency vehicles (Ambulance, EMT, Fire, Police)

Over the last year, twenty-seven representatives from the eight organizations directly participated in the Compact's various meetings. An estimated three times that number (81) directly benefited from the program through information exchange with their participating colleagues and engagement through sharing and implementing best practices.

As part of the Compact, each member is assessing their respective organization's current sustainability efforts and integrating an internal sustainability action plan into or alongside other organizational documents, which contains measurable, actionable, steps that can be achieved within the first two years of the Compact.

The program has accomplished its short term goal of establishing a common commitment to climate action, fostering resilience, and driving sustainable practices to support the quality of life found in the Capital Area and is beginning its work to support development of individual action plans to reduce greenhouse gas emissions and ensure community-wide environmental, economic, and social prosperity and vitality.

#### Evaluation

At the end of this year, Sustainable Tallahassee held one-on-one evaluative meetings with the Compact members to better understand top priorities, hear what the Compact is doing well, and getting feedback on opportunities for enhancement. Members voiced that the most positive outcomes were exchange of best practices, general information sharing, and discussion about cost saving policies and procedures. Opportunities for enhancement include learning from other Compacts around the country about Steering Committee structure and strategy. Based on this feedback, the Sustainable Tallahassee recommendation would be for the Compact members to establish the following priorities for 2020:

- Focusing on advancing the Compact's development through outreach and research of other successful compact models,

- Expanding the operational capacity of the Compact and the Steering Committee
- Identifying clear priorities and focus projects for working groups
- Developing metrics around the scope, extent, and volume of the problems we look to solve
- Working to create a dedicated part-time compact administrator role
- Providing a return on investment on sustainable solutions
- Identifying small scale pilot projects at member sites: Recycling, Gardens, Composting
- Identifying programs that increase adoption by offering a sustainable or green “choice” or option

With all the major community organizations at the table, the Compact has enormous potential to drive sustainability progress in our community. Sustainable Tallahassee is thrilled to be a part of this initiative and help support this effort. Progress by the Compact and its member organizations will be reported periodically, with our community feeling the positive results of this initiative. The Compact provides a means to involve key community stakeholders in discussing and meeting local sustainability concerns. We believe the success of the Compact will influence surrounding communities and be a recognized model and resource nationwide.



Demian Pasquarelli, Executive Director, Sustainable Tallahassee

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #22**



# Leon County Board of County Commissioners

## Agenda Item #22

December 10, 2019

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

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



**Title:** Status Report on the Regulation of Adult Entertainment Stores

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<b>Review and Approval:</b>	Herbert W.A. Thiele, County Attorney Vincent S. Long, County Administrator
<b>Lead Staff/ Project Team:</b>	Emily Pepin, Assistant County Attorney Joshua Smallwood, Certified Legal Intern

### **Statement of Issue:**

As requested by the Board during the September 24<sup>th</sup> meeting, this agenda item provides a status report of the available options for regulating adult entertainment businesses within the County.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #3: Board direction.

## **Report and Discussion**

### **Background:**

During the Board's September 24<sup>th</sup> meeting, the Board requested the County Attorney to advise how the County may regulate adult entertainment stores in response to concerns about the potential proliferation and concentration of such stores within the County. This request was in response to several citizens concerned about effects of a Hustler Hollywood opening on North Monroe Street.

Currently, no adult entertainment stores exist within unincorporated Leon County. However, three such stores exist within the City of Tallahassee (Attachment #1). Specifically, these stores are:

- Hustler Hollywood  
2750 North Monroe Street
- Rick's Toy Box  
2052 North Monroe Street
- X-Mart Adult Superstore  
2962 Apalachee Parkway

Although there are currently no adult entertainment stores within unincorporated Leon County, an adult entertainment store is permitted to be located in any retail zoning district. Specifically, the Rural Community (RC), Mahan Corridor Node (MCN), General Commercial District ("C-2"), Commercial Parkway District (CP), Urban Pedestrian District (UP-1), Urban Pedestrian District (UP-2), Woodville Commercial (WC), Bradfordville Commercial Auto-Oriented District (BC-1), Bradfordville Commercial Pedestrian-Oriented District (BC-2), Interchange Commercial (IC), Lake Protection Node (LPN), and the High Intensity Urban Activity Center allow for retail uses and would, therefore, allow for adult entertainment stores. The Urban Fringe (UF) and Lake Talquin/Urban Fringe (LT/UF) zoning districts may also allow retail stores, provided the stores meet commercial location standards. Attachment #2 is a map of the above noted zoning districts within unincorporated Leon County.

Unlike adult entertainment stores, there are no adult entertainment venues such as strip clubs, adult theaters, etc., existing within either the County or the City. This is likely due to the County's Adult Entertainment Ordinance, codified in Chapter 11, Article II of the Leon County Code of Laws. This Ordinance prohibits "nude or semi-nude entertainment in any commercial establishment at which alcoholic beverages are, or are available to be, sold, dispensed, consumed, possessed or offered for sale or consumption on the premises" and proscribes penalties for such conduct (Attachment #3). The Adult Entertainment Ordinance is currently effective within the City of Tallahassee because the City does not have any laws conflicting with the County's Ordinance. However, the City is not prohibited from allowing such uses in the future. However, if a property owner chooses to establish an adult entertainment establishment with nude or semi-nude entertainment and no alcoholic beverage sales or consumption in the unincorporated portions of the County, those uses would currently be authorized in the C-2, UP-1, UP-2, CP, WC, BC-1 and BC-2 zoning districts.

## **Analysis:**

### **How to Regulate Adult Entertainment**

The United States Supreme Court recognizes adult entertainment as “symbolic speech” protected by the First Amendment of the U.S. Constitution. This protected speech includes adult retail stores, strip clubs, and adult theaters. Because these types of businesses are protected by the First Amendment, local governments must satisfy specific requirements to regulate them. In no circumstance can the County ban adult entertainment outright.

The County cannot regulate these businesses based on their content, but rather can only target the businesses’ “secondary effects.” These kinds of regulations are known as time, place, and manner restrictions. To be a valid time, place, and manner restriction, the restriction must further a substantial government interest and provide for alternative avenues of communication.

When proving a substantial government interest, the County may rely on evidence it believes to be relevant, including local studies, foreign studies, and court decisions. However, minimal evidence of harmful secondary effects may not be enough if an opposing party is able to provide convincing contradictory evidence.

### **Alcohol Bans**

Because most adult entertainment venues involve alcohol, some municipalities have found the mixing of adult entertainment and alcohol to have harmful secondary effects on the community. To curtail the harmful secondary effects, some local governments have banned the sale and consumption of alcohol where adult entertainment takes place, which has been upheld as a “content-neutral regulation” by the Eleventh Circuit Court of Appeals. As discussed above, the County prohibits the sale, possession, or consumption of alcohol in nude or semi-nude entertainment establishments.

### **Zoning Regulations**

Another way the County can regulate adult entertainment businesses is to enact zoning regulations designed to curtail any harmful secondary effects. If the County reasonably believes there are adverse secondary effects to these types of businesses, including increased crime, declining property values, or community blight, the County can enact zoning regulations to keep these businesses from opening too close to one another, keep them concentrated in one specific area, or require them to be a certain distance from churches, schools, daycare centers, or residential neighborhoods.

It is important to keep in mind these types of zoning cases can be very fact specific. With that in mind, courts have validated zoning regulations requiring adult entertainment businesses be no less than:

- 1,000 feet from another adult entertainment business.
- 1,000 feet from a church, school, park.
- 1,000 feet from a residential neighborhood.
- 500 feet from a daycare center.

Any zoning regulations the County may enact would not have any effect on the three existing adult entertainment retail stores because all three are in the City limits.

### Licensing Regulations

In addition to other regulations, the County can require adult entertainment businesses to obtain a special license before operating. The rationale behind licensing regulations is that they curb harmful secondary effects of adult entertainment businesses by prohibiting the business's operation by those with criminal backgrounds. In theory, requiring background checks on business owners and employees lessens the chance that organized crime, prostitution rings, and human traffickers will operate out of an adult entertainment business front. The County may charge a reasonable licensing fee to the applicant.

### Hours of Operation Restrictions

The County can also adopt regulations restricting an adult entertainment business's hours of operation. Just as with other regulations, the County must reasonably believe the hours-of-operation restriction is necessary to combat the business's harmful secondary effects. The court's determination of the validity of these restrictions is fact specific. However, an ordinance in Jacksonville prohibiting a lingerie shop with nude dancing from opening between the hours of 2:00 a.m. and 12:00 p.m. (noon) was found to be constitutional.

### Conclusion

The County may regulate adult entertainment stores in several ways, including:

- Creating a distance requirement from other adult entertainment stores;
- Creating a distance requirement from schools, day care centers, churches, parks, and residential neighborhoods;
- Requiring a business license and criminal background check; and/or
- Restricting the hours of operation.

An ordinance creating distance requirements between adult entertainment stores is the most effective way to curb the proliferation of adult entertainment stores within the allowable zoning districts. Such an ordinance would provide that no two adult entertainment stores may be closer than 1,000 feet from each other.

If it is the will of the Board to adopt an ordinance regulating adult entertainment businesses, any ordinance must be supported by sufficient evidence and findings of fact that such regulations further a substantial government interest.

**Options:**

1. Accept the status report on the regulation of adult entertainment stores and take no further action.
2. Accept the status report on the regulation of adult entertainment stores and direct the County Attorney to draft an Ordinance providing for distance requirements between adult entertainment stores.
3. Board direction.

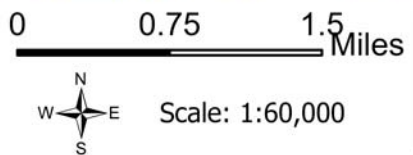
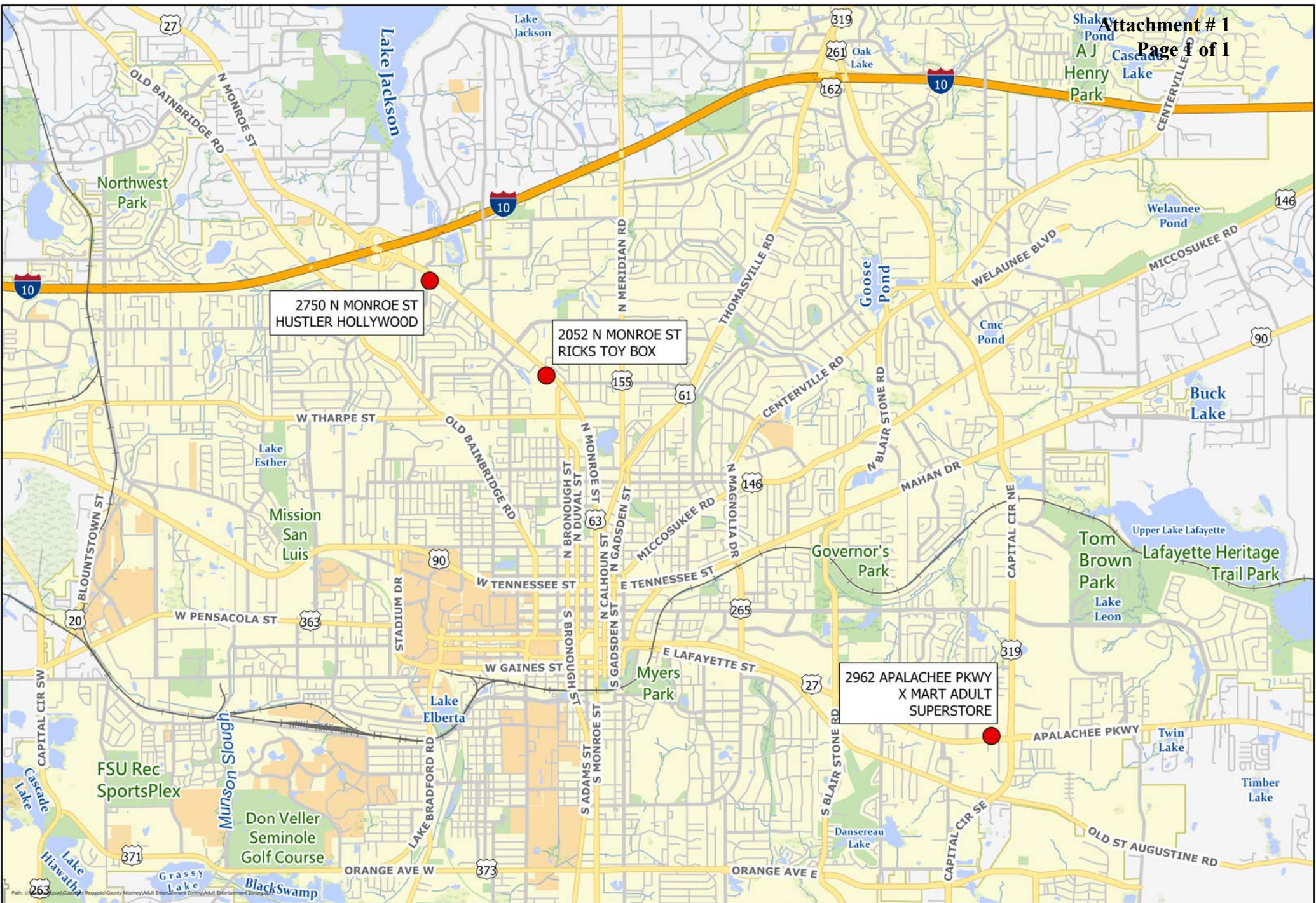
**Recommendation:**

Option #3 – Board direction.

**Attachments:**

1. Location map of existing adult entertainment stores
2. Map of the zoning districts currently allowing retail stores within unincorporated Leon County
3. Leon County Adult Entertainment Ordinance

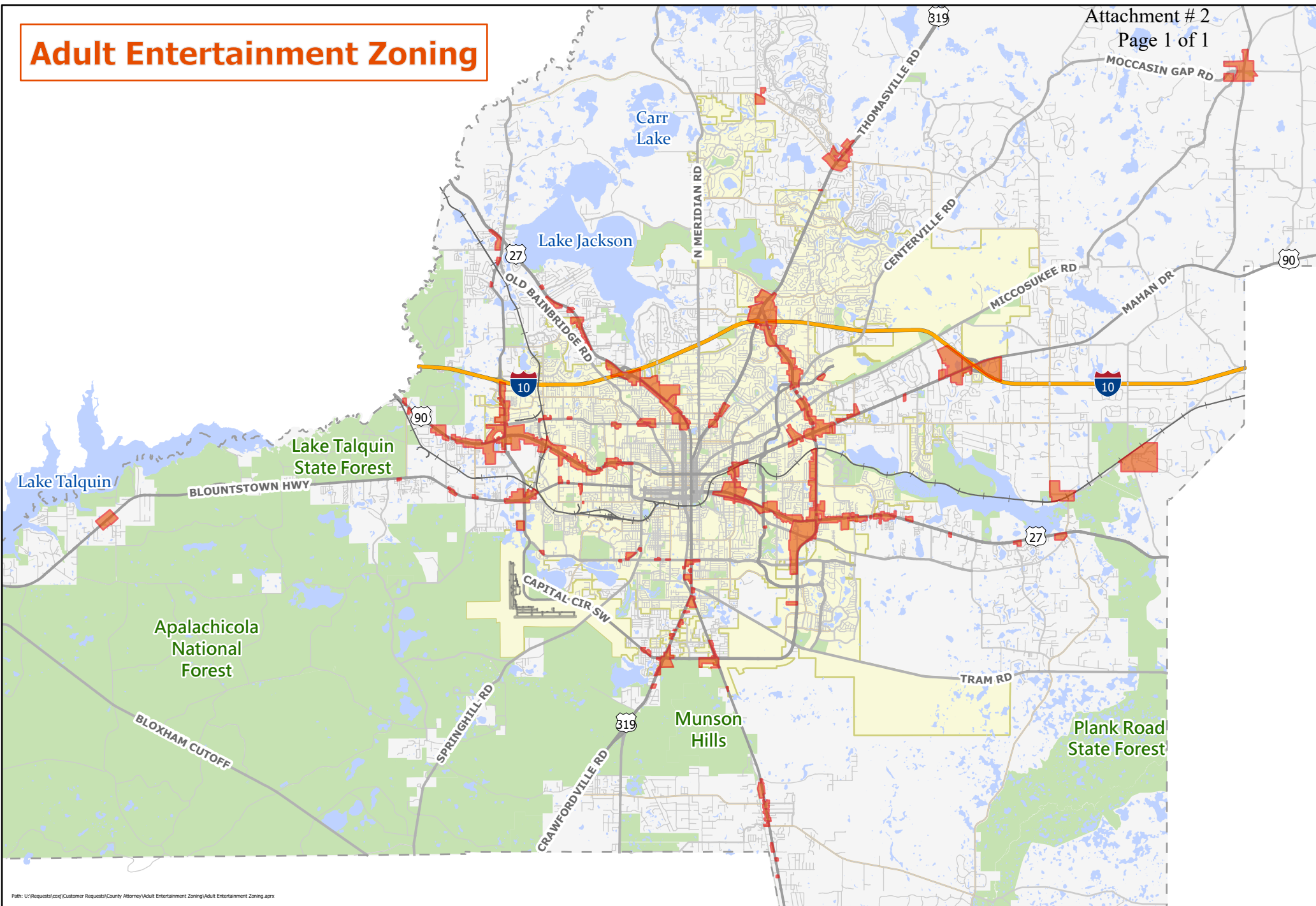




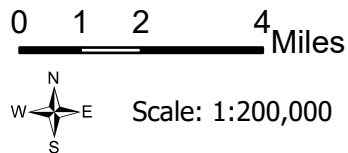
# Adult Entertainment Retail Stores



# Adult Entertainment Zoning



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Adult Entertainment Zoning

Rural Community (RC)  
Mahan Corridor Node (MCN)  
General Commercial District (C-2)  
Commercial Parkway District (CP)  
Urban Pedestrian District (UP-1)  
Urban Pedestrian District (UP-2)  
Woodville Commercial (WC)

Bradfordville Commercial Auto-Oriented District (BC-1)  
Bradfordville Commercial Pedestrian-Oriented District (BC-2)  
Interchange Commercial (IC)  
Lake Protection Node (LPN)  
High Intensity Urban Activity Center (AC)

NOTE: This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein if it results in errors or omissions.

Posted December 2, 2019

Created By: Jason Cox | GIS Specialist II  
Contact: coxj@leoncountytfl.gov | 850-606-5594  
Date: 11/21/2019



LEON COUNTY ORDINANCE NO. 82-32

1 AN ORDINANCE RELATING TO ADULT ENTERTAINMENT  
2 IN LEON COUNTY, FLORIDA; PROVIDING FOR  
3 LEGISLATIVE AUTHORIZATION; SPECIFYING THE  
4 AREA OF ENFORCEMENT; MAKING FINDINGS OF FACT;  
5 IDENTIFYING THE INTENT OF THIS ORDINANCE; PRO-  
6 VIDING DEFINITIONS; PROHIBITING NUDE OR SEMI-  
7 NUDE ENTERTAINMENT, AS DEFINED, IN COMMERCIAL  
8 ESTABLISHMENTS AT WHICH ALCOHOLIC BEVERAGES  
9 ARE, OR ARE AVAILABLE TO BE, SOLD, DISPENSED,  
10 CONSUMED, POSSESSED OR OFFERED FOR SALE OR  
11 CONSUMPTION ON THE PREMISES; PROHIBITING ANY  
12 PERSON OWNING, MAINTAINING, OPERATING OR LEAS-  
13 ING SUCH ESTABLISHMENTS FROM SUFFERING OR  
14 PERMITTING NUDE OR SEMI-NUDE ENTERTAINMENT,  
AS DEFINED, ON THE PREMISES OF SAID ESTABLISH-  
MENTS; PROHIBITING CERTAIN TYPES OF PHYSICAL  
CONTACT BETWEEN EMPLOYEES AND PATRONS, SPECTATORS  
OR OTHER PERSONS IN SUCH ESTABLISHMENTS; PRO-  
HIBITING THE CONSTRUCTION, MAINTENANCE AND  
USE OF PARTITIONED OR SCREENED AREAS IN SUCH  
ESTABLISHMENTS; PROHIBITING OUTSIDE ADVERTISE-  
MENT WHICH ENCOURAGES, SOLICITS, INDUCES OR  
PROMOTES CONDUCT PROHIBITED BY THIS ORDINANCE  
IN SUCH ESTABLISHMENTS; PROVIDING PRESUMPTIONS;  
PROVIDING FOR PROOF; PROVIDING PENALTIES; PRO-  
VIDING FOR SEVERABILITY; PROVIDING FOR AN  
EFFECTIVE DATE.

15 BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF  
16 LEON COUNTY, FLORIDA, that:

17 Section 1. Short Title: This ordinance shall be known  
18 as the Adult Entertainment Ordinance of Leon County, Florida.

19 Section 2. Legislative Authorization: This ordinance  
20 is enacted in the interest of the public health, peace, safety,  
21 morals and general welfare of the citizens and inhabitants of  
22 Leon County, Florida, pursuant to Article VIII, Section 1(f),  
23 of the Florida Constitution and Section 125.01(1)(o) and (w)  
24 of the Florida Statutes (1981), and under the authority of the  
25 County to regulate the sale and consumption of alcoholic  
26 beverages, pursuant to the Twenty-First Amendment to the  
27 Constitution of the United States.

28 Section 3. Area of Enforcement: This ordinance shall be  
29 effective within the boundaries of Leon County, Florida, except  
30 where in conflict with an ordinance of a municipality within  
31 Leon County.

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1        Section 4. Findings of Fact: The Board of County Com-  
2 missioners of Leon County, Florida, finds that:

3        (a) There is presently in Leon County an increasing trend  
4 toward nude and semi-nude acts, exhibitions and entertainment,  
5 and toward the utilization of nude and semi-nude employees en-  
6 gaged in other service oriented aspects of and by the com-  
7 mercial establishments subject hereto.

8        (b) The competitive commercial exploitation of such nudity  
9 and semi-nudity is adverse to the public's interest in the  
10 quality of life, tone of commerce and total community environ-  
11 ment in Leon County.

12        (c) The commercial exploitation of nudity and semi-nudity  
13 consists of the use of nude and semi-nude entertainment in  
14 connection with or for the promotion of the sale of goods or  
15 services, and the receipt of money by the person engaging in  
16 nude or semi-nude entertainment in exchange for or as consider-  
17 ation for a nude or semi-nude performance by such individual.

18        (d) The commercial exploitation of nude and semi-nude  
19 acts, exhibitions and entertainment frequently occurs in  
20 commercial establishments either selling or allowing consump-  
21 tion of alcoholic beverages on the premises.

22        (e) There is a direct relationship between the consump-  
23 tion of alcoholic beverages and the nude and semi-nude  
24 activities mentioned above, prohibited hereunder, and more  
25 fully described hereinafter and an increase in criminal  
26 activities, moral degradation, and disturbances of the peace  
27 and good order of the community, and the concurrency of these  
28 activities is hazardous to the health and safety of those  
29 persons in attendance, and tends to depreciate the value of  
30 adjoining property and harm the economic welfare of the  
31 community as a whole.

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1 (f) The combination of the sale or consumption of  
2 alcoholic beverages with the performance of nude and semi-nude  
3 acts, exhibitions and entertainment is adverse to the public's  
4 interest in the quality of life, tone of commerce and total  
5 community environment in Leon County.

6 (g) In order to preserve the public peace and good order,  
7 and to safeguard the health, safety, morals and welfare of the  
8 community and citizens thereof, it is necessary and advisable  
9 to prohibit nude and semi-nude acts, exhibitions and enter-  
10 tainment in commercial establishments at which alcoholic bev-  
11 erages are, or are available to be sold or consumed.

12 (h) In order to preserve the public peace and good order,  
13 and to safeguard the health, safety, morals and welfare of the  
14 community and citizens thereof, it is necessary and advisable  
15 to regulate and restrict the conduct of owners, operators,  
16 agents, employees, entertainers, performers, patrons, spectators  
17 and persons on the premises of the commercial establishments  
18 subject hereto.

19 Section 5. Intent of Ordinance: The intent of the Board  
20 of County Commissioners of Leon County, Florida, in adopting  
21 this ordinance is:

22 (a) To prohibit nude and semi-nude entertainment, as  
23 defined, in commercial establishments at which alcoholic bev-  
24 erages, beer or wine is, or is available to be, sold, dispensed  
25 or consumed;

26 (b) To prohibit the commercial advertisement, promotion  
27 and exploitation of nude and semi-nude entertainment, as de-  
28 fined, in commercial establishments at which alcoholic beverages,  
29 beer or wine is, or is available to be, sold, dispensed or con-  
30 sumed; and

31 (c) To proscribe conduct and activities which encourage

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1 the competitive commercial exploitation of nude and semi-nude  
2 entertainment in commercial establishments at which alcoholic  
3 beverages, beer or wine is, or is available to be, sold,  
4 dispensed or consumed.

5 Section 6. Definitions: The following definitions shall  
6 apply in this ordinance:

7 (a) "Advertisement" means a display, notice or other  
8 information designed to attract public attention, including but  
9 not limited to, handbills, signs, billboards, soundtracks,  
10 placards, signboards and written notices.

11 (b) "Alcoholic beverage" means all beverages containing  
12 more than one percent (1%) of alcohol by weight, including  
13 beer and wine.

14 (c) "Board" means the Board of County Commissioners of  
15 Leon County, Florida.

16 (d) "Commercial" means operated for pecuniary gain, which  
17 shall be presumed for any establishment which has received an  
18 occupational license. For purposes of this ordinance, operating  
19 for pecuniary gain shall not depend on actual profit or loss.

20 (e) "Establishment" means a physical plant or location,  
21 or the commercial activities or operations being conducted, or  
22 both together, as the context of this ordinance may require.

23 (f) "Nude or semi-nude entertainment" consists of the  
24 following:

25 (i) The actual or simulated displaying of the  
26 genitals, vulva, pubic area, buttocks, anus or  
27 anal cleft or cleavage.

28 (ii) The actual or simulated displaying by a  
29 female of the area of the human breast at or  
30 below the areola.

31 (g) "Person" means individuals, firms, associations,

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1 joint ventures, partnerships, estates, trusts, business trusts,  
2 syndicates, fiduciaries, corporations, government officials,  
3 government entities and all other groups or combinations.

4 (h) "Premises" means a physical plant or location, which  
5 is enclosed by walls or any other enclosing structural device,  
6 or which is covered by a single roof or with a single shared  
7 entrance, if not covered by a single roof, and shall include any  
8 structure, structures or land, or contiguous structures or land,  
9 within 300 feet of the physical plant or location where such  
10 structures or land and the physical plant or location are under  
11 common ownership, control or possession.

12 Section 7. Prohibition:

13 (a) It shall be unlawful for any person to engage in nude  
14 or semi-nude entertainment in any commercial establishment at  
15 which alcoholic beverages are, or are available to be, sold,  
16 dispensed, consumed, possessed or offered for sale or consump-  
17 tion on the premises.

18 (b) It shall be unlawful for any female person, while on  
19 the premises of a commercial establishment at which alcoholic  
20 beverages are, or are available to be, sold, dispensed, con-  
21 sumed, possessed or offered for sale or consumption on the  
22 premises, to expose to public view that area of the human  
23 female breast at or below the areola thereof or to employ any  
24 device or covering which is intended to give the appearance of  
25 or simulate such areas of the female breast as described herein.

26 (c) It shall be unlawful for any person, while on the  
27 premises of a commercial establishment at which alcoholic  
28 beverages are, or are available to be, sold, dispensed, con-  
29 sumed, possessed or offered for sale or consumption on the  
30 premises, to expose to public view his or her genitals, pubic  
31 area, buttocks, anus or anal cleft or cleavage or to employ

any device or covering which is intended to give the appearance  
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1 of or simulate the genitals, pubic area, buttocks, anus or anal  
2 cleft or cleavage.

3 (d) It shall be unlawful for any person owning, maintain-  
4 ing, operating or leasing any commercial establishment at which  
5 alcoholic beverages are, or are available to be, sold, dispensed,  
6 consumed, possessed or offered for sale or consumption on the  
7 premises to suffer or permit any person on the premises to  
8 engage in nude or semi-nude entertainment.

9 (e) It shall be unlawful for any entertainer, performer  
10 or employee, while on the premises of a commercial establish-  
11 ment regulated under this ordinance to dance in such a manner  
12 as to simulate sexual activity with any patron, spectator,  
13 employee or other person not employed therein.

14 (f) It shall be unlawful for any entertainer, performer  
15 or employee, while on the premises of a commercial establish-  
16 ment regulated under this ordinance, to sit upon or straddle  
17 the leg, legs, lap or body of any patron, spectator or other  
18 person therein, or to engage in or simulate sexual activity  
19 while touching or being touched by said patron, spectator or  
20 other person..

21 (g) It shall be unlawful for any person owning, main-  
22 taining, operating or leasing a commercial establishment  
23 regulated under this ordinance to suffer or permit any violation  
24 of subsections (e) or (f) of this ordinance.

25 (h) It shall be unlawful for any person, while on the  
26 premises of a commercial establishment regulated under this  
27 ordinance, to use or be present in areas partitioned or  
28 screened from public view that are designed to be occupied  
29 together or alone by any person or persons on the premises of  
30 such establishment for sexual contact or private dancing  
31 performances.

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1 (i) It shall be unlawful for any person owning, main-  
2 taining, operating or leasing a commercial establishment re-  
3 gulated under this ordinance to suffer or permit the construction,  
4 maintenance or use of areas partitioned or screened from public  
5 view that are designed to be occupied together or alone by any  
6 person or persons on the premises of such establishment for  
7 sexual contact or private dancing performances.

8 (j) It shall be unlawful for any person owning, main-  
9 taining, operating or leasing a commercial establishment re-  
10 gulated under this ordinance to suffer or permit any outside  
11 advertisement which encourages, solicits, induces or promotes  
12 conduct or activities proscribed by this ordinance in such  
13 establishment.

14 Section 8. Presumptions: The following presumptions  
15 shall apply in actions brought for violation of this ordinance:

16 (a) Any person who owns, maintains, operates, leases or  
17 enters a commercial establishment where nude or semi-nude  
18 entertainment actually takes place on the premises in violation  
19 of this ordinance is presumed to be aware that said nude or  
20 semi-nude entertainment is taking place in the establishment.

21 (b) Any establishment which has received an occupational  
22 license to operate commercially is presumed to be a commercial  
23 establishment.

24 Section 9. Proof:

25 (a) In all actions, civil or criminal, for violation of  
26 this ordinance, proof that the beverage was an alcoholic  
27 beverage, may be made by any person who, by experience in the  
28 past in handling or use of alcoholic beverages, or who by taste,  
29 smell or drinking of such liquids has knowledge of the presence  
30 of the alcoholic content thereof or the intoxicating effect  
31 thereof, may testify as to his or her opinion whether such

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1 beverage is an alcoholic beverage.

2 (b) The presence of alcoholic content of any beverage,  
3 may be shown by hydrometer or gravity test made in or away from  
4 the presence of the fact finder by any person who has knowledge  
5 of the use of said instrument.

6 Section 10. Penalties:

7 (a) Any person may bring suit to restrain, enjoin or  
8 otherwise prevent the violation of this ordinance in the  
9 Circuit Court of Leon County, Florida.

10 (b) Any person who violates any section of this ordinance  
11 shall be guilty of a misdemeanor punishable according to law.

12 (c) If the owner, operator, lessor, lessee, manager,  
13 employer or any other person participating in the maintenance  
14 or operation of a commercial establishment at which alcoholic  
15 beverages are, or are available to be, sold, dispensed, con-  
16 sumed, possessed or offered for sale or consumption on the  
17 premises is convicted of a violation of this ordinance, the  
18 Leon County Occupational License issued to such violator for  
19 said establishment may be revoked by action of the Board upon  
20 due notice.

21 (d) If at any time the license of a commercial establish-  
22 ment is revoked pursuant to subsection (c) above, at least six  
23 (6) months shall elapse before another license may be issued to  
24 the same establishment. Such license may be issued only after  
25 a public hearing held before the Board.

26 Section 11. Severability: It is declared to be the intent  
27 of the Board that, if any section, subsection, sentence, clause,  
28 phrase or portion of this ordinance is for any reason held in-  
29 valid or unconstitutional by any court of competent jurisdiction,  
30 such portion shall be deemed a separate, distinct and independent  
31 provision, and such holding shall not affect the validity of the

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1 remainder of this ordinance.

2       Section 12. Effective Date: This ordinance shall take  
3 effect immediately upon receipt of the official acknowledgment  
4 from the Office of the Secretary of State of Florida that this  
5 ordinance has been filed with said office.

6  
7 BOARD OF COUNTY COMMISSIONERS  
8 LEON COUNTY, FLORIDA

9  
10 By: Gayle Nelson  
11 Gayle Nelson, Chairman

12 ATTEST

13 /s/ Paul F. Hartsfield  
14 Clerk of Circuit Court

15 By:

16 Sam Hurst  
17 Sam Hurst, D. C.

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**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #23**

# Leon County Board of County Commissioners

## Agenda Item #23

December 10, 2019

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

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

Vincent S. Long, County Administrator

**Title:** Status Report on Recreational Burning Ordinances



<b>Review and Approval:</b>	Herbert W.A. Thiele, County Attorney 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 Daniel J. Rigo, Assistant County Attorney

### **Statement of Issue:**

This agenda item provides an overview of Leon County's Ordinance related to recreational burning as well as a review of similar ordinances that have been adopted by other Florida counties.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the status report on county ordinances related to recreational burning and take no further action.

## **Report and Discussion**

### **Background:**

At the September 17, 2019 meeting, the Board directed staff to prepare an agenda item to review the County's ordinance regarding recreational burning. The term "recreational burning" refers to the legal open burning of vegetative debris or untreated wood in a campfire, outdoor fireplace, or other contained outdoor heating or cooking device. The County has recently received complaints from a citizen about a neighbor's recreational burning that is reportedly causing excessive smoke and associated health hazards. Accordingly, this agenda item provides an overview of Leon County's ordinance related to recreational burning regulations. In addition, this item provides a review of similar ordinances that have been adopted by other Florida counties as well as options should the Board wish to consider adopting more stringent regulations on recreational burning.

### **Analysis:**

Sec. 18-142 of the Leon County Code of Laws provides, in part, that "The county shall follow the regulations set forth by the state department of agriculture and consumer services, state forest service's outdoor burning and forest fire regulations and laws." The term "outdoor burning" includes recreational burning as well as burns relating to agriculture, silviculture, and pile burning (commonly known as "prescribed burns"). In practice, the Florida Forest Service regulates and enforces prescribed burns, while recreational burning is enforced by the local fire official. The chief of the Tallahassee Fire Department is designated the local fire official for Leon County.

Under Leon County's ordinance, recreational burning is allowed as long as the fire complies with the applicable state laws and regulations. Pursuant to these regulations, a recreational fire must be:

- Burned within an 8-foot diameter pile;
- 25 feet from any wildlands, brush or combustible structure;
- 25 feet from the burner's house;
- 150 feet from other occupied buildings;
- 50 feet from paved public roads; and
- Not burned during windy conditions.

Additionally, recreational fires must burn only vegetative debris or untreated wood; be attended at all times; and be completely smothered with no visible flame, smoke or emissions if the area is to be left unattended.

As the designated fire safety agency in Leon County, the Tallahassee Fire Department (TFD) investigates complaints of illegal burning in the County. If TFD is called to investigate a complaint about recreational burning, they will allow the burning to continue as long as the fire meets the requirements listed above. In preparing this agenda item, staff reached out to gather feedback from the chief of the TFD, who reports that complaints regarding recreational burning in Leon County are rare and that the County's current ordinance is working as intended. The County's ordinance

does allow TFD to require a recreational fire to be extinguished if it causes a public safety hazard (such as a fire that is burned during windy conditions).

Review of Similar Ordinances Adopted by Other Florida Counties:

In preparing this agenda item, staff also reviewed similar ordinances adopted by Broward, Desoto, Hillsborough, Manatee, Marion, Miami-Dade, Okeechobee, Orange, Palm Beach, Pasco, Pinellas, and Sarasota Counties related to recreational burning. A chart summarizing the provisions of these ordinances is included as Attachment #1 to this agenda item.

Like Leon County's ordinance, recreational open burning generally includes campfires, bonfires, fires in outdoor fireplaces, and fires in noncommercial outdoor heating or cooking devices, such as barbeque grills or pits, but does not typically include open burning of yard trash. However, a few counties have established parameters for a recreational fire that are more restrictive than the requirements in state law, such as setbacks, size, and time of day. For example, Broward County requires that the fire must be a minimum of 300 feet from an occupied building and 150 feet from a public highway. Bonfires in Miami-Dade County must be located no less than 50 feet from any structure. Orange County restricts the total fuel area for the fire to be no more than 3 feet in diameter and 2 feet in height, unless the fire is contained in an outdoor fireplace, grill, or barbeque pit. Pinellas County and Sarasota County similarly restricts the fire to no larger than 3 feet in diameter and 2 feet in height. Sarasota County allows recreational fires on private property between the hours of 10:00 a.m. and 11:00 p.m. Some counties, such as Manatee, Miami-Dade, and Okeechobee, require a permit to be obtained for recreational burning. The permits are obtained from a county environmental management department or the fire department.

Broward, Hillsborough, Manatee, Palm Beach, and Pinellas counties allow recreational burning so long as excessive smoke or "excessive visible emissions" are not emitted and/or the fires are not a nuisance. Administration and enforcement of the county recreational burning ordinances vary, but are typically the responsibility of law enforcement, the fire department, the county environmental management department, and/or code enforcement, as the case may be. In practice, nuisance burning is addressed by these counties in the following two ways:

- Broward, Hillsborough, and Manatee Counties generally define nuisance to mean any open burning activity which is potentially harmful or injurious to human health or property or which is annoying or offensive to building occupants or residents. Complaints regarding recreational fires are inspected by a county staff member who may require, based on his/her observation, that the fire be extinguished if it appears to create a nuisance.
- Palm Beach and Pinellas Counties utilize the term "excessive visible emissions," which is defined to mean air pollutants that obscure an observer's view to a degree equal to or greater than No. 2 on the "Ringelmann Smoke Chart." The Ringelmann Smoke Chart is a smoke density measuring gauge that has been utilized by the U.S. Department of the Interior Bureau of Mines and the U.S. Environmental Protection Agency, primarily for determining the density of visible emissions from industrial operations.

**Conclusion:**

Leon County's ordinance regulating recreational burning presently follows the open burning regulations of the Department of Agriculture and Consumer Services, Florida Forest Service Division, which includes regulations on recreational fires. As such, the County's ordinance currently allows recreational fires, such as a warming fire, bonfire, or campfire, so long as the fire is attended to and the person responsible for the fire ensures compliance with applicable recreational burning rules. The Tallahassee Fire Department has provided feedback indicating that the County's current ordinance is working as intended and that complaints regarding recreational burning are rare. Some Florida counties, however, have adopted additional nuisance provisions which are beyond the restrictions currently provided in state laws and regulations.

Should the Board wish to consider adopting further restrictions, this item provides alternative approaches to address nuisance burning. Like Palm Beach and Pinellas Counties, a very objective set of criteria could be established to define "excessive visible emissions" based on smoke density. Alternatively, like Broward County, a broader definition of nuisance could be defined as "any open burning activity which is potentially harmful or injurious to human health or property or which is annoying or offensive." Using this definition, the enforcement would be based on the subjective observation that the fire is causing a nuisance. If the Board did approve a change to the ordinance to address nuisance fires, as the County's designated fire official, the Tallahassee Fire Department would be authorized to enforce the changes.

**Options:**

1. Accept the status report on county ordinances related to recreational burning and take no further action.
2. Accept the status report on county ordinances related to recreational burning and direct staff to develop a revised draft burning ordinance which includes nuisance restrictions for excessive visible emissions defined as No. 2 on the Ringelmann Smoke Chart.
3. Accept the status report on county ordinances related to recreational burning and direct staff to develop a revised draft burning ordinance which includes nuisance restrictions to be defined as any open burning activity which is potentially harmful or injurious to human health or property or which is annoying or offensive to building occupants or residents.
4. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Chart of County Ordinances on Recreational Open Burning

### Chart of County Ordinances on Recreational Open Burning

County	Code Section	Regulations	Administration / Enforcement
Broward	Ch. 27, Art. IX	Allows recreational burning, including campfires, bonfires, and outdoor noncommercial preparation of food, so long as excessive smoke and a nuisance are not created. Must be a minimum of 300 feet from an occupied building (this may be waived by the building occupant) and 150 feet from a public highway. Defines nuisance to mean any open burning activity which is potentially harmful or injurious to human health or property or which is annoying or offensive to building occupants or residents.	County Dept. of Environmental Protection and Growth Management
Desoto	Sec. 13-27	Allows open burning that is allowed under Dept. of Forestry regulations.	As provided by law
Hillsborough	Appx. Ch. 24, Sec. 13 (Ch. 87-495, Laws of Fla.)	Allows fires or campfires used for noncommercial preparation of food, recreational purposes, ceremonial occasions, or on cold days for warming of outdoor workers, so long as a nuisance is not created.	
Manatee	App. A, Art. III	Bonfires and other fires that are used solely for recreational purposes or for ceremonial occasions are allowed by county permit. Campfires are allowed without a county permit for noncommercial food preparation or on cold days for warming of outdoor workers, provided that approved materials are burned and excessive visible emissions are not generated. Barbeque grill fires are allowed for preparation of food, provided a grate is maintained over the fire, excessive visible emissions are not generated, and only approved materials are burned.	County Dept. of Environmental Management; fire dept.; local enforcement agents of the county
Marion	Ch. 8, Art. III	Allows open burning in campfires, outdoor fireplaces, recreational or ceremonial fires, warming or preparation of food, or other outdoor heating or cooking devices.	Fire dept.; Code enforcement
Miami-Dade	Sec. 24-41.4 Sec. 24-41.5 Sec. 14-66	Allows fires used for noncommercial cooking of food for human beings or for recreational purposes. Bonfires require a permit from the fire dept. and must be located not less than 50 feet from any structure.	County Dept. of Environmental Resources Management; Fire Dept.
Okeechobee	Ch. 34, Art. II	Allows open burning for noncommercial preparation of food. For other fires, a permit from the fire dept. must be obtained. Fire must be at least 50 feet from any structure and so located that it does not create a fire hazard or nuisance because of sparks, ash, smoke, or odor.	Fire chief

County	Code Section	Regulations	Administration / Enforcement
Orange	Ch. 15, Div. 3 (Sec. 15-104)	Allows recreational open burning in campfires, ceremonial bonfires, outdoor fireplaces, or other contained outdoor heating or cooking devices, or on cold days to warm outdoor workers. Total fuel area must not exceed 3 feet in diameter and 2 feet in height unless the fire is contained in an outdoor fireplace, barbecue grill or barbecue pit. Fire must be located at least 25 feet from any building or combustible structure.	County environmental protection officer or local firefighting authority
Palm Beach	Ch. 12, Art. V (Sec. 12-81)	Allows recreational burning, such as campfires, bonfires, outdoor noncommercial preparation of food, or to warm outdoor workers, so long as “excessive visible emissions” (defined as air pollutants that obscure an observer’s view to a degree equal to or greater than no. 2 on the Ringelmann Smoke Chart) are not emitted.	County environmental control officer
Pasco	Ch. 46, Art. IV	Allows recreational open burning in a campfire, ceremonial bonfire, outdoor fireplace or other contained outdoor heating or cooking device, or on cold days to warm outdoor workers.	County inspectors or law enforcement
Pinellas	Ch. 58, Art. V	Allows campfires or other fires used solely for recreational or ceremonial purposes, outdoor noncommercial preparation of food, or on cold days to warm outdoor workers, so long as “excessive visible emissions” (defined as air pollutants emitted in such quantity as to obscure an observer’s view to a degree equal to or greater than no. 2 on the Ringelmann Smoke Chart) are not emitted. Defines recreational fire as a fire outside an enclosed structure used for cooking or as a source of heat or light. Also defines recreational fire as one located inside a grill, portable fire place, or fire ring, and the total fuel area does not exceed 3 feet in diameter and 2 feet in height.	Law enforcement and fire department
Sarasota	Sec. 54-116	Allows recreational fires on private property between the hours of 10:00 AM – 11:00 PM, provided the fire is contained. Defines “recreational fire” as the noncommercial burning of approved fuel (wood, charcoal, etc.) for pleasure, religious, ceremonial, cooking, or other similar purposes. The total fuel area for a recreational fire should not exceed 3 feet in diameter and 2 feet in height.	Any means allowed by law. May be enforced through code enforcement proceedings.

F09-00096

**Leon County**  
**Board of County Commissioners**  
**Notes for Agenda Item #24**



# Leon County Board of County Commissioners

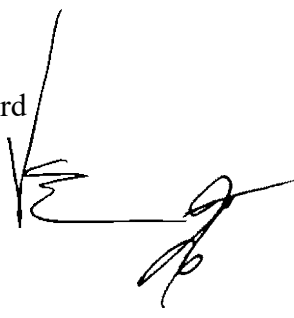
## Agenda Item #24

December 10, 2019

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

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

**Title:** Indemnification and Liability of Tall Timber's Proposal for a Controlled Burn of the Upper Lake Lafayette Lake Bottom



<b>Review and Approval:</b>	Vincent S. Long, County Administrator Herbert W.A. Thiele, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator David McDevitt, Director, Development Support and Environmental Management
<b>Lead Staff/ Project Team:</b>	John Kraynak, Director, Environmental Services Division Dan Rigo, Assistant County Attorney Maggie Theriot, Director, Resource Stewardship Leigh Davis, Director, Parks and Recreation Jill Weisman, Senior Biologist

### **Statement of Issue:**

This item seeks Board acceptance of a report regarding the indemnification and liability of Tall Timber's proposal to donate their services for a controlled burn of the Upper Lake Lafayette lake bottom.

### **Fiscal Impact:**

This item does not have a fiscal impact. However, if the Board directs a future a land management plan and possible controlled burn for Upper Lake Lafayette be developed, the cost is estimated in the range of \$20,000 to \$30,000.

### **Staff Recommendation:**

Option #1: Accept the status report and take no further action.

## **Report and Discussion**

### **Background:**

At their November 12, 2019 meeting, the Board directed staff to prepare an agenda item regarding the indemnification and liability of Tall Timber's proposal to donate their services for a controlled burn of the Upper Lake Lafayette lake bottom. A group of residents contacted Tall Timbers seeking a controlled burn in Upper Lake Lafayette. A controlled burn could be permitted on these individually owned private properties; however, the property owners are requesting a controlled burn for the entire area of Upper Lake Lafayette including County-owned property (200 acres) on the lake bottom and the City of Tallahassee owned property (120 acres).

As detailed in the analysis section, given the County's risk of exposure to such claims that could arise, the County Attorney recommends that the Board not approve the License and Waiver agreement provided by Tall Timbers.

However, if the Board wishes to pursue a controlled burn, this item recommends an agenda item be prepared for Board consideration in hiring a consultant to develop a land management plan prior to any control burn being conducted. A management plan may or may not recommend prescribed burns depending on the vegetation types, history of development or disturbance within the site, neighboring communities, and other site conditions. Furthermore, in lieu of prescribed burns, mechanical removal or herbicide treatments might be recommended as alternative management techniques/tools at any given site. The County currently develops management plans only for select properties as a condition of its ownership or management of the property; Upper Lake Lafayette does not meet these conditions. Leon County currently establishes land management plans when 1) the land is owned by the State and requires the County, functioning as the land manager, to retain, follow, and update a plan at regular intervals, 2) the land owned by the County was acquired with the assistance of State funding such as the Florida Communities Trust grant funds which require management, or 3) development activity has occurred on the property requiring a plan be written as part of the permitting process.

If the land management plan does recommend a controlled burn, then the Board could consider funding the \$10,000 to perform the controlled burn to avoid the indemnification issues.

The property owners requesting the burn are located on the eastern side of Upper Lake Lafayette along Groveland Hills Drive (Attachment #1). Leon County acquired 200 acres of Upper Lake Lafayette in 2006 as a condition of the Fallschase Development Agreement. The lake bottom has been revegetating naturally since this acquisition.

Upper Lake Lafayette receives runoff from thousands of acres, primarily from the City of Tallahassee. Its natural hydrologic connection to Piney Z and Lower Lake Lafayette has been altered by the railroad track crossing and subsequent downstream dikes associated with Lake Piney Z. Urbanization of the watershed has resulted in decades of frequent flash flooding of stormwater into the system. Also, with urbanization comes installation of artificial fire breaks, such as roads, and a shift in surrounding plant communities from pyrogenic upland pine forests to residential lawns and hardwood forests. These alterations have changed the natural condition of the lake's

ecosystem to possibly include a buildup of organic materials and contaminants, and generally a shift from herbaceous plants and grasses to invasive exotic plant species with more woody species around the perimeter. Given these alterations, it is unknown whether a beneficial low intensity control burn could be conducted versus a potential high intensity burn and muck fire. Muck fires are difficult to control and produce excessive smoke.

This item provides an overview of the County's land management practices including controlled burns, the liability concerns raised by Tall Timber's request for indemnification for the donation of its services regarding a controlled burn, and alternative options for the Board's consideration.

### **Analysis:**

Staff has been in contact with a representative of the property owners and Tall Timbers regarding a controlled burn for the entire Upper Lake Lafayette area. No assessment or analysis has been conducted for the portions of the lake owned by Leon County (200 acres) and the City of Tallahassee (120 acres).

Leon County has experience with controlled burns on upland areas under County ownership or management. Furthermore, when such burns have occurred, they have been conducted within the context of a pre-established land management plan. The County has management plans only for select properties as a condition of its ownership or management of the property as described in the following section. In some cases, the land management plans call for prescribed burns based on site-specific criteria.

### **Land Management Plans**

Land management plans are developed by consultants or subject experts and may simply address the management of a forested area like with the Apalachee Regional Park cross country course Vegetative Management Plan or be as comprehensive as addressing habitat management, forest management, water management, historical and cultural resource management, and infrastructure and recreation management like with the J.R. Alford Greenway Land Management Plan. Regardless of the scope or complexity, however, such a plan may or may not recommend prescribed burns depending on the vegetation types, history of development or disturbance within the site, neighboring communities, and other site conditions. Furthermore, in lieu of prescribed burns, mechanical removal or herbicide treatments might be recommended as alternative management techniques/tools at any given site.

Land management plans (a.k.a. vegetative management plans) vary in terms of genesis, scope, and complexity. They are typically developed by consultants and may or may not recommend controlled burns depending on the vegetation types and other site conditions. The primary reasons for the County's land management plans are as follows:

- The land is owned by the State and requires the County, functioning as the land manager, to retain, follow, and update a plan at regular intervals (J. R. Alford Greenway and Miccosukee Greenway);

- The land owned by the County was acquired with the assistance of State funding such as the Florida Communities Trust grant funds which require management plans (Okeechepke Prairie Park, Jackson View Park, Gil Waters Preserve at Lake Munson, St. Marks Headwaters Greenway, and Fred George Greenway and Park); or
- Development activity has occurred on the property (not adjacent to) requiring a plan be written as part of the permitting process (Apalachee Regional Park cross country course, Miccosukee Community Park, and St. Marks Headwaters Greenway).

Given that the acquisition of the 200 acres of lake bottom in 2006 did not involve any of the three conditions, no management plan was developed related to the County's ownership. The City does not have a management plan for the 120 acres it owns on Lake Lafayette and has not taken a formal position on the request by the citizens to participate in the controlled burn.

#### Indemnification and Liability

On behalf of the private property owners seeking a controlled burn, Tall Timbers has offered to donate its services to conduct the burn for the entire Lake Lafayette lake bottom which includes parcels owned by both the County and City. As a condition of providing its services, Tall Timbers requires the County, as property owner, to execute a Controlled Fire License and Waiver of Liability (Attachment #2). In executing the License and Waiver, the County would be granting permission to Tall Timbers to enter the County's 200-acre property for the purpose of conducting the controlled burn and agreeing not to make any claims against Tall Timbers for any loss or damage to the County's property resulting from the burn. In addition, the County would be agreeing to indemnify Tall Timbers and to hold them harmless against any claims against Tall Timbers arising out of, or in any way caused by, the controlled burn.

The County normally requires the contractors it hires and/or performs work on its property to carry general liability insurance, and add the County as an additional insured to protect the contractor and the County against any claims resulting from the contractor's negligence. In addition, the County would require the contractor to indemnify, defend, and hold the County harmless against any such claims against the County, as property owner. The Tall Timbers License and Waiver requires just the opposite. It requires the County to indemnify and hold Tall Timbers harmless against any claims resulting from the negligence of Tall Timbers in conducting the controlled burn. And, although the License and Waiver suggests that the County could protect itself by obtaining liability insurance to cover Tall Timbers as an additional insured, there is no such insurance coverage available according to the County's insurance underwriter.

With regard to protection against any claims against the County resulting from the controlled burn, the County's sovereign immunity would provide protection against claims in excess of the \$300,000 waiver limit provided in Section 768.28, Florida Statutes, in addition to any coverage that likely would be provided by the County's general liability insurance. However, any claims against Tall Timbers would not be covered by the County's insurance, nor would those claims be covered by sovereign immunity. Therefore, if the County were to agree to indemnify and hold Tall Timbers harmless, the County would be doing so entirely at its own expense.

The Legislature, in order to encourage controlled burning for its environmental and safety benefits, has provided an increased level of protection to property owners by reducing the risk of lawsuits resulting from controlled burns. Specifically, in Section 590.125, Florida Statutes, it provides that "a property owner or leaseholder or his or her agent, contractor, or legally authorized designee is not liable ... for damage or injury caused by the fire ... for burns conducted in accordance with this subsection, *unless gross negligence is proven*." Under prior law, a person conducting a controlled burn could be held liable merely for negligence. Under the Statute, *gross negligence* is defined as "conduct so reckless or wanting in care that it constitutes a conscious disregard or indifference to the life, safety, or rights of persons exposed to such conduct." In addition, the Statute provides detailed criteria and definitions for controlled burning that, if followed, would essentially protect a property owner and its designated contractor or agent against a lawsuit for damages resulting from the burn. However, despite the increased statutory protection, there are examples of such lawsuits being filed.

In a case involving a Division of Forestry 2008 controlled burn on the Tate's Hell State Forest property in Franklin County, a jury found the State grossly negligent for destroying 835 acres of timber on an adjacent private property. Despite evidence of the Division's months of detailed planning to comply with the statutory requirements for the controlled burn, the jury found gross negligence for an ember from the fire escaping to the adjacent property over a 1000-foot-wide creek acting as a fire break. The jury awarded \$770,000 in damages and costs for the burned timber caused by the resulting wildfire. The State has paid \$100,000 of the damage award, with the remainder being sought by the property owner in a claims bill at the Legislature. This is an example of the exposure facing the County with a controlled burn of the magnitude involved with the Upper Lake Lafayette parcel.

Given the County's risk of exposure to such claims that could arise, the County Attorney recommends that the Board not approve the License and Waiver agreement provided by Tall Timbers. Instead, if the Board wishes to proceed with a controlled burn following the development of a management plan, the County Attorney recommends that the Board limit its exposure by retaining a licensed and insured contractor to conduct the burn, adding the County as an additional insured, and indemnifying and holding the County harmless against any claims that may arise from the contractor's negligence.

#### Alternative Options

The County has land management plans for select properties as a required condition of its ownership or management of such lands, as described previously in this item. As controlled burns are one of numerous methods used to maintain property, not every land management plan calls for prescribed burning as a tool. To date plans have only been created for land which are open to public access. Once a plan is created, enacting the requirements of a plan requires varying resources including staff, equipment, contractors and budget. At this time the Lake Lafayette parcel is not open to the public. Similarly, the County owns other large parcels not currently open to the public and as such do not receive management, are left to their natural state and have no allocated resources such as staff or equipment. Some of these parcels include Eight-mile Pond (132 acres), the southern parcel of a possible future NE Park (47 acres), and Nusbickel adjacent to Alford Arm (174 acres).

Should the Board wish to further explore a controlled burn specific to Upper Lake Lafayette as requested by area property owners, it warrants a full assessment by a qualified consultant to provide the best management of this resource. The County would be best served by soliciting a consultant to develop a management plan to assess the lake bottom conditions and prescribe appropriate maintenance practices. In the event the management plan suggests that a controlled burn would be beneficial, it is recommended that the County retain a certified controlled burn contractor to conduct the burn in accordance with the statutory requirements. Rather than agreeing to the Tall Timbers License and Waiver in exchange for its donated services, it is recommended that the County protect itself from liability by requiring the burn contractor to carry the typical insurance coverages, naming the County as additional insured, and to indemnify, defend, and hold the County harmless from any claims against the County resulting from the controlled burn.

Some of the issues to be addressed should the Board wish to explore a controlled burn on Upper Lake Lafayette, are the composition of the muck and sediment, effects that fire may have on potential contaminants present in the soils, vegetation types, proximity to residential structures, respiratory issues, etc. Consideration would also be given to the existing plant community types present in the lake, and what benefits a controlled burn could provide these communities, as well as a need for wildfire prevention.

It is anticipated that a management plan would cost between \$10,000 and \$20,000 to complete. It is recommended that if the Board wishes to pursue the development of land management plan for Upper Lake Lafayette, an agenda item be prepared for Board consideration.

The acceptance of this report nor the alternative options prevent private property owners from utilizing Tall Timbers for a controlled burn on private property.

**Options:**

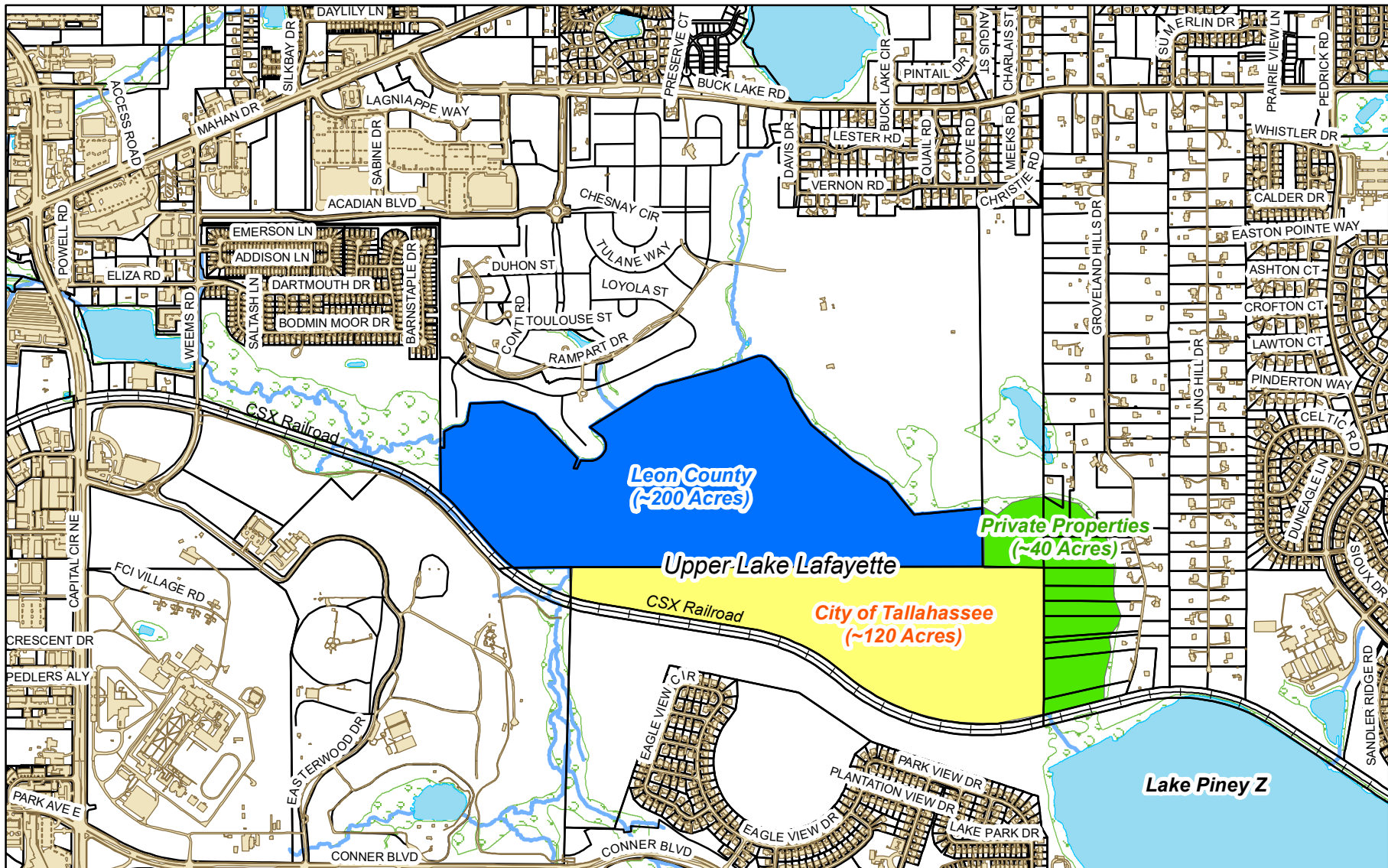
1. Accept the status report and take no further action.
2. Direct staff to bring back an agenda item to pursue hiring a consultant to develop a land management plan for Upper Lake Lafayette.
3. Approve the License and Waiver agreement provided by Tall Timbers for a controlled burn in Upper Lake Lafayette in exchange for indemnification and waiver of claims.
4. Board direction.

**Recommendation:**

Option #1

**Attachments:**

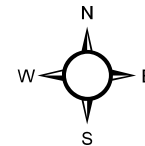
1. Map of Upper Lake Lafayette
2. Tall Timbers Controlled Fire License and Waiver of Liability



## Legend

- +— railroad
- Parcel
- Private Properties
- City Property
- County Property

This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.



**TALL TIMBERS RESEARCH, INC.**  
**PRESCRIBED FIRE LICENSE AND WAIVER OF LIABILITY**

In consideration of Tall Timbers Research, Inc. agreeing to conduct a prescribed fire on my property, located in the County of \_\_\_\_\_, State of \_\_\_\_\_, and more particularly described on the map attached as Exhibit A (the "Property"), I agree and acknowledge as follows:

I acknowledge that I have received and read the attached form entitled "Tall Timbers Research, Inc. Prescribed Fire Risks and Hazards Disclosure."

I hereby grant a license to Tall Timbers Research, Inc., its agents, and employees (collectively, the "Licensees") to enter the Property for the purpose of conducting a prescribed fire. This License shall be effective for one year from the date of my execution of this License.

I hereby grant permission to the Licensees to burn that portion of the Property outlined and identified on Exhibit A as the "Fire Management Unit(s)"

I agree that I will not make any claim or institute any suit or action against the Licensees, and shall indemnify the Licensees and hold the Licensees harmless against any loss or damage from any claim arising out of damage to my personal or real property resulting from the prescribed fire.

I further agree to indemnify the Licensees against any third party claim for injury to persons or property which may arise out of, or be in any way caused by, the prescribed fire.

During the term of this License, I have the option, at my expense, to maintain general liability insurance naming the Licensees as an additional insured. If I decide to obtain such insurance, I acknowledge that the Licensees recommend that the general liability insurance include limits for prescribed fire coverage of not less than **One Million dollars (\$1,000,000.00)** combined single limit per occurrence. If I choose to obtain insurance, I shall provide a certificate of insurance to the Licensees.

OWNER(S):

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness



**EXHIBIT A**

**[Attach map showing the Property and clearly identifying the boundaries of the Fire Management Unit(s). Include an identifying reference, such as Section, Township, Range, County and State where the Property is located.]**

**TALL TIMBERS RESEARCH, INC.**  
**PRESCRIBED FIRE RISKS AND HAZARDS DISCLOSURE**

**The purpose of this disclosure is to make you aware of the risks and hazards associated with fire and smoke before agreeing to allow your property to be burned as part of a prescribed fire.**

**Fire Hazards**

Although the Tall Timbers Research, Inc. trains all staff involved in prescribed burns and has equipment on site to suppress an escaped fire should one occur, unexpected and unpredictable weather conditions or human error may nonetheless result in a fire escaping control. An escaped fire can result in loss of structures on your land and/or adjoining lands, ranging from deer stands or fence posts to much larger structures, such as houses or barns. In the worst case scenario, an escaped fire may result in the loss of life, particularly if someone tries to fight an escaped fire without proper training and protective gear. You are not expected to, and should never assist in fighting an escaped fire unless you have been properly trained to do so.

**Smoke Hazards**

Hazards from smoke from prescribed fires include both health hazards and risk of property damage, on your land and/or adjoining lands, as detailed below.

► **Health Risks:** The amount of smoke a person may be exposed to from a prescribed burn is unlikely to cause any health problems unless the person has a respiratory condition, such as asthma, that makes them extremely sensitive to the gasses and fire particles contained in the smoke. However, you should be aware that:

- In healthy people smoke can irritate eyes, nose and throat, and may cause headaches;
- Children, older adults, and smokers need to take extra care to avoid breathing smoke; and
- People with heart or lung disease and certain allergies need to take extra care to avoid breathing smoke; for those with such conditions, breathing smoke can also cause coughing, wheezing, chest pain and/or shortness of breath.

A person may not have these symptoms until several days after breathing smoke. If a person breathes smoke and has symptoms associated with any pre-existing conditions that do not respond to usual recommended medications, that person should see his or her health care provider immediately.

In addition to physical health, smoke from wildfires can reduce visibility on roads, creating safety hazards. A driver should pay close attention to any fire personnel directing traffic in the area. A driver may need to take an alternate route or wait for smoke to subside before driving in an area affected by smoke.

► **Property Damage:** Smoke can permeate many surfaces causing odor and possible discoloration. If windows are left open, smoke odor may get into a home and cling to draperies or upholstered furniture for several days or weeks. To avoid smoke damage to property, close all windows and doors and do not hang laundry outside for as long as smoke is present.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #25**

# Leon County Board of County Commissioners

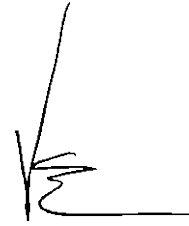
## Agenda Item #25

December 10, 2019

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

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

**Title:** Status Report on the Use of Glyphosate in Leon County



<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 Brent Pell, Director, Public Works
<b>Lead Staff/ Project Team:</b>	Tessa Schreiner, Recycling and Sustainability Manager

### **Statement of Issue:**

This agenda item provides a status report on the use of glyphosate, including Leon County's best management practices in how and when it is applied to County property, as well as an analysis of other Florida jurisdiction's usage.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the Status Report on the use of Glyphosate in Leon County.

Option #2: Direct staff to provide an update to the Board subsequent to Pinellas County's Integrated Vegetation Management Working Group finalizing its analysis and recommendations on the reduction of pesticides/herbicides on public lands.

## **Report and Discussion**

### **Background:**

At the September 17, 2019 meeting, the Board directed staff to contact the Florida Department of Transportation (FDOT) regarding their current use of glyphosate and prepare an agenda exploring the County's authority to limit the use of the chemical. This agenda item provides a status report on the use of glyphosate, including Leon County's best management practices in how and when it is applied to County property, as well as, an analysis of glyphosate usage in other Florida jurisdictions, including the Florida Department of Transportation.

Glyphosate is the main active ingredient found in Roundup, one of the most widely used herbicides in the United States, and other commonly-used herbicides such as Rodeo and Gly Star Plus. Herbicides are a type of pesticide that controls undesirable plants or weeds, and glyphosate-based herbicides (GBHs) are one type of herbicide that is commonly used due to its efficacy as a post emergence weed control. Local and state governments, among other organizations, rely on GBHs to manage invasive plants and unwanted vegetation in parks and on trails, sidewalk cracks and crevices, landscaped medians, sports fields, and parkways.

As detailed in the analysis section, per Florida Statutes, local governments cannot regulate the type and use of pesticide on any private or public land that is not owned by the local government. The Florida Department of Transportation has advised they intend to continue their current management practices which includes the use of GBHs.

Leon County follows a judicious protocol of best management practices that exceed industry standards for the care and management of County property. Glyphosate-based herbicides are used responsibly by the County where necessary for the control of invasive species, weed removal, and maintaining a Level of Service standard for rights-of-way and for Land Management Plans. Level of Service standards for rights-of-way are outlined in the District Landscape Care Guide provided by FDOT and include controlling invasive species, maintaining line of sight, and ensuring that mulched areas remain weed free. Level of Service standards for Land Management Plans include controlling invasive species and fostering native habitat restoration.

In preparation for this agenda item, staff has conducted a statewide review of other jurisdictions use of GBHs. It was found that Pinellas County, with more than 20 cities, has created a working group to analyze and generate recommendations on the reduction of pesticides/herbicides on public lands. This group, known as the Integrated Vegetation Management Work Group, is made of industry experts such as University researchers and certified applicators. It is anticipated that the fact-based comprehensive review and conclusions of this Work Group will be insightful and, in most cases, transferable to public lands maintained by Leon County. As such, Leon County staff is monitoring advancements of the Pinellas Work Group. The Group anticipates completion of their analysis and recommendations in Spring 2020, at which time Leon County staff recommends an agenda item be brought back to the Board on the opportunities and implications of reducing GBH usage.

**Analysis:**

This agenda item provides analysis on GBHs and their regulations, how they are used by various sectors, and industry best practice for their use. In addition, this item covers how GBHs are used on County land and other public lands and provides information on alternatives to GBHs, including case study results from other local governments who have limited the use of glyphosate on their properties.

GBHs are relied upon and used frequently because they are effective, nonselective (can be used on a wide range of plants) and are less dangerous than other chemicals. For example, the EPA requires a signal word on most pesticide product labels to describe the short-term toxicity of the formulated pesticide. The signal words can be *Caution*, *Warning*, or *Danger*, with Caution being the least toxic and Danger being the most toxic. GBHs have Caution labels, while other pesticides have Warning and Danger labels. Warning and Danger-labeled products have high toxicity when used and require the applied areas be closed off to the public for a certain period of time.

The U.S. Environmental Protection Agency (EPA) and the European Food Safety Authority (EFSA) have maintained that glyphosate is safe when used as directed. As quoted on their website following results from a second review of glyphosate in April 2019, “EPA continues to find that there are no risks to public health when glyphosate is used in accordance with its current label and that glyphosate is a non-carcinogen.” Other organizations, including the World Health Organization, who have also studied glyphosate, have reported no link to cancer. However, concerns about glyphosate’s potentially harmful impact on human and ecological health arose in 2015, when the International Agency for Research on Cancer (IARC) put glyphosate on a list of substances with “limited evidence of carcinogenicity in humans and sufficient evidence of carcinogenicity in experimental animals.” Other substances on this IARC list include “red meat” and “very hot beverages.” Following the IARC’s listing of glyphosate, numerous lawsuits were filed against the makers of Roundup by people alleging glyphosate exposure caused their cancers. The first three trials have ended in unanimous jury verdicts, rewarding over \$3 billion to the plaintiffs, collectively. Each of these verdicts are currently being appealed by the maker of Roundup, and the EPA and EFSA continue to maintain that GBHs are safe when used as directed.

In response to the perception about the use of glyphosate-based herbicides (GBHs), many cities, counties, agencies, and universities are exploring potential alternative vegetation management strategies to eliminate or reduce their use of GBHs. Staff spoke to various cities in South Florida who have eliminated their use of GBHs. As part of this analysis, other cities shared that their pilot studies using alternative strategies have been less effective, more expensive, and in some cases have transitioned to non-glyphosate-based herbicides that are no less toxic or more toxic than GBHs. Alternative strategies include manual weeding, testing methods such as steam treatment or, applying fire, switching to non-GBHs, altering landscaping practices to reduce the need for herbicides where available, and implementing best management practices. Manual weeding, testing steam and other treatment methods, and switching to non-GBHs have been found to be less effective and more costly than using GBHs. Altering landscaping practices, such as planting native plants that can naturally crowd-out invasive plants and reduce pests, is only applicable in certain scenarios, mainly ornamental beds, where Leon County does not currently use GBHs. In addition, most best management practices, including Leon County’s (Attachment #1), include the

responsible use of GBHs by trained professionals as a best practice for certain applications. In a regional collaborative effort to look at all the various vegetation control measures available and their efficacy, Pinellas County, along with more than 20 cities in the area, created an Integrated Vegetation Management Working Group. Further analysis on the South Florida communities' pilot results, Pinellas County's Integrated Vegetation Management Working Group, alternatives to GBHs, and Leon County's protocol are detailed later in this section.

#### Glyphosate-based Herbicide Regulations:

The State of Florida has defined rules and regulations in Florida Statutes, for the regulation of pesticides. As previously noted, herbicides such as GBHs are a subset of pesticides. Section 482.242, Florida Statutes, states "no local government or political subdivision of the state may enact or enforce an ordinance that regulates pest control..." As such, local governments in Florida may not regulate the type and use of pesticides/herbicides on private land or other public lands and can only regulate use on local governments' own property.

There are various users that apply GBHs on private and public lands. User types include agriculture, private residential, private commercial, and public. Further details about each user type can be found in Attachment #2. All uses are regulated by State and Federal guidelines, with local governments only able to regulate their own property. This agenda item focuses on herbicide application on public lands - in particular Leon County, and per the Board's request, the Florida Department of Transportation.

For the application of herbicides on public land, the Florida Department of Agriculture requires certain licenses for different types of herbicide application based on where the herbicides are being used. For example, different licenses are required for sites that contain structures, such as restroom facilities that have high foot traffic, and sites lacking structures, such as rights-of-ways, cemeteries, and parks. Further detail about the required licenses for application of herbicides on public land can be found in Attachment #2. Leon County is compliant with all the required licenses to apply herbicides on County property.

#### Use of GBHs on County Land:

For land management, Leon County work areas closely follow best management practices that are tailored to the type of properties that Leon County manages. These best management practices are discussed further in this section. Abiding by best management practices, Leon County uses GBHs for various reasons, including:

- *Control of Invasive Plants:* Invasive and/or exotic plants can be harmful to the native ecosystem in Leon County. Invasive species can completely dominate an area and disrupt the natural ecosystem as well as stormwater conveyance systems. An example of this is Cogongrass, an invasive grass from Asia that is considered one of the world's worst invasive weeds and that is at a constant threat of spreading uncontrollably in Leon County's natural areas. Cogongrass invades and quickly displaces desirable species. As its root system can grow to a depth of 4 feet GBHs is considered the only effective treatment to control Cogongrass that doesn't pose a threat to the health of the soil. Controlling the

growth and spread of invasive species on Leon County land is a principle objective of the County's best management practices.

- *Staff Efficiency:* GBHs are effective weed killers and require minimal staff time when used to control weeds and invasive species. Alternative strategies for weed and invasive plant management, such as different pesticides or manual removal, can require a much higher demand on staff time and are generally as toxic, if not more, than GBHs.
- *Cost-effective:* GBHs are nonselective, effective, and can be used on a variety of weeds and invasive plants, thus eliminating the need for multiple applications of a different chemical. Other herbicides have a leaf-burning effect when applied, which does not fully kill the plant on first treatment and thus requires multiple treatments. GBHs are cost-effective compared to other methods, as less chemicals need to be purchased and staff time spent on using GBHs is limited.

For Leon County public land, GBHs are not used in ornamental beds, or for purely aesthetic purposes. The lone exception is the use of GBHs on the landscaping around the Cooperative Extension Building as part of the Master Gardener program maintenance. GBHs are not used on athletic turf of County parks. Leon County primarily uses GBHs for the control of invasive plants, which without proper management, can easily crowd out native plants, become uncontrollable in certain areas, and greatly diminishing the well-being of the native ecosystems. Glyphosate-based herbicides are used by staff in the Office of Resource Stewardship (Parks and Recreation) and Public Works (Storm Water, Right-of-Way) and Leon County contractors. These include invasive species and weed control at:

- Greenways: to achieve state-required Level of Service standards in the Land Management Plans that include controlling invasive species and fostering native habitat restoration.
- Occasional water-front property: to manage the growth of invasive plants
- Florida Department of Transportation rights-of-way: FDOT contracts with Leon County to maintain certain state ROWs in Leon County. Level of Service standards for rights-of-way are outlined in the District Landscape Care Guide provided by FDOT and include controlling invasive species, maintaining line of sight, and ensuring that mulched areas remain weed free.
- Park trails: to manage the growth of weeds and invasive plants
- Cross-country course: to manage the growth of weeds and invasive plants
- Ball field perimeters: to manage the growth of weeds and invasive plants outside the fence line to avoid encroachment
- Bridges and guardrails: to ensure vehicular safety and line of sight
- Mass new tree plantings: to protect trees from invasive species and weeds in early growth stages. Large scale plantings, which can cover upwards of 20 acres, such as the long leaf pine planting at the Apalachee Regional Park occur in rows, and GBHs are the most effective method to control weeds and invasive plants. Manual weeding or mowing at this scale is not viable for the control of weeds and invasive plants.



- Stormwater ponds: to manage the growth of invasive plants and to maintain a Level of Service standard. The National Pollutant Discharge Elimination Systems (NPDES) permit that the County has requires invasive and exotic vegetation weeds be removed for wet detention systems and requires that the County prevent the clogging of stormwater facilities by invasive plants.

Invasive species control is a primary focus of Parks and Recreation and Public Works staff and requires ongoing attention and maintenance. To aid in this effort, Parks and Recreation has identified a grant through the Fish and Wildlife Conservation Commission that provides funding for invasive exotic plant control projects. According to FWC, this funding program only approves proposals where the contractor can accomplish the specifications of the scope of work, which is a 95% control of the invasive plant. FWC has had great success in Leon County and elsewhere with achieving maintained control of Category 1 invasive plants, which is considered the most dangerous plant category that are altering native plant communities. However, according to FWC, if the use of alternative herbicides is required because glyphosate is banned, project effectiveness will likely be diminished and therefore contractors may be unable to meet the 95% control threshold. Thus, it is possible that an elimination of the use of glyphosate on County property will all but eliminate the County's chances of receiving grants from FWC for the treatment of invasive plant species.

#### Industry Best Practices:

As a part of the County's best management practices (Attachment #1), trained staff identify the best course of action depending on the circumstance for land management, which often does not involve the use of herbicides. Should the use of herbicides be identified as the best course of action, herbicides are chosen specifically for the job at hand. In addition to glyphosate-based herbicides, Leon County uses other herbicides that are not glyphosate-based. The choices about which herbicides to use for a particular area are made after thoughtful consideration by the trained County employees who are applying herbicides. Landscape companies contracted by Leon County are all licensed herbicide applicators., and staff works closely with each contractor to ensure that best practices are being followed. Staff plans to explore the opportunity to include such best practice standards as a requirement in future contracts.

The responsible, appropriate use of GBHs and other non-GBHs is specified in Leon County's best management practices. These best management practices (BMPs) include, but are not limited to:

- Certifying and licensing key staff including continuing education.
- Following the 9 Principles of Florida-Friendly Landscaping, such as watering efficiently, managing yard pests responsibly, and protecting the waterfront.
- Following various protocols for the application of herbicides including use of mulch, only applying herbicides when all other options have been tried, only applying during appropriate weather conditions, and using correct rate in order to prevent herbicide resistance.

Leon County encourages additional certifications and training of key staff in addition to those required by the State. These certifications and trainings ensure that staff is up to date on industry

best practices and reinforces the importance of environmental stewardship to Leon County's operations.

#### Florida Department of Transportation:

The State uses GBHs for various types of applications including operations for Florida Fish and Wildlife Conservation Commission, Florida Department of Environmental Protection, Florida Department of Agriculture and Consumer Services, and the Florida Department of Transportation. The Florida Department of Transportation (FDOT) uses GBHs for invasive species control and weed control on rights-of-way and in stormwater ponds. As directed by the Board, Leon County staff reached out to staff at FDOT about their use of GBHs. The representative communicated that FDOT plans to continue their use of GBHs in all operations. The Florida Fish and Wildlife Commission (FWC) also currently uses GBHs for invasive species control. In January 2019, FWC temporarily suspended spraying aquatic herbicides following public concern about its use, but less than a month later reinstated operations as usual and continued to use GBHs.

#### Alternative Methods:

In response to the perception about the use of GBHs, many communities are exploring alternative vegetation management strategies to eliminate or reduce their use of GBHs. Eight communities in South Florida have banned GBHs on municipal property: Fort Myers Beach, Key West, Martin County, Miami, Miami Beach, North Miami, Satellite Beach, and Stuart. The bans were enacted as a result of public concern over possible health hazards and phosphorous loading contributing to algal blooms in Lake Okeechobee and Biscayne Bay. Many of these municipalities used GBHs primarily in ornamental beds and are still piloting and testing various alternatives to GBHs and herbicides. As alternatives to herbicides, these communities have implemented three main strategies: switching to Organic Materials Review Institute (OMRI) approved herbicides or switching to nonorganic, nonglyphosate based herbicides with similar or higher toxicity; using an integrated pest management (IPM) approach for ornamental beds; and manually removing invasive plants and weeds.

The pilot studies concluded that switching to glyphosate alternatives is an expensive and relatively ineffective approach. As mentioned above, other non-GBHs have a leaf-burning effect when applied, which does not fully kill the plant on first treatment and thus requires multiple treatments. In many cases, GBHs are effective upon first application, killing the weed at its root and resulting in the need for fewer applications. In addition, some communities have switched to non-glyphosate-based herbicides that are equally or more toxic to GBHs. For example, Martin County switched from GBHs to Indaziflam and Pinoxaden. Indaziflam is a preemergent herbicide with a Caution label, and Pinoxaden is an herbicide for grassy weeds with a Warning label (higher toxicity than a Caution label). An additional example includes Miami Beach, who eliminated GBHs on all City-owned property and switched to Diquat 2L, Tribune, and Rewards, all have Caution labels, and Finale and Suppress, which are two Warning labels. Miami Beach also researched alternative means to control weeds like using a controlled open flame, super-heated air, and hot water, but logistics and liability of having staff safely operate the equipment was not practical for their operation. Furthermore, the alternative chemical strategies that may work in South Florida may not work in Leon County. The hardiness zones, which are geographic areas defined to encompass a certain range of climatic conditions relevant to plant growth and survival, change considerably

from North to South Florida. Thus, the management of lands and plant control is different from one zone to another.

Using an integrated pest management (IPM) approach for ornamental beds is more effective in reducing the need for herbicides and pesticides, which Leon County is already implementing. Another alternative is to manually remove invasive plants and weeds. This approach can pose additional problems in that manual weeding has the potential to further spread seeds of weeds and invasive plants. In addition, manual weeding has a significant impact to staff time, physical demands of stooping and kneeling for long periods, and cost which is simply not feasible for large weed and invasive plant control projects.

In a regional, collaborative effort, Pinellas County has brought together more than 20 municipalities within its limits to create an Integrated Vegetation Management Working Group. The working group is comprised of city and county employees, academics, and industry professionals. The goal of the group is to conduct research and pilot various treatment methods and ultimately produce a comprehensive, practical report on recommended best practices to reduce the use of pesticides and herbicides on public lands. Some members of the group are from cities that have already banned glyphosate, which offers insightful perspectives as the group develops recommendations. The group will examine all the various vegetation control measures available, including the pros and cons for each method. Preliminary consensus among the group is that there are some instances where there is no substitute to glyphosate specifically, especially when dealing with certain invasive plants. In addition, Pinellas County shared that they receive funding from FWC for the removal of invasive species and have concerns about the effect that banning the use of glyphosate would have on their ability to receive the grants in the future. Given the in-depth and hands-on research that this working group is conducting and their plans to create a final report with recommendations, staff recommends deferring further action on the use of glyphosate in Leon County until the working group's final report is released in Spring 2020.

Leon County follows robust best management practices that include using GBHs and pesticides only when necessary and continuing to invest in staff training. However, potential alternatives to the current use of GBHs per the best management practices, could include reducing the use of GBHs by switching to non-glyphosate-based herbicides where available, and increasing staff to achieve manual removal of weeds and invasive plants on trails, roadways and greenways. After reviewing the results of other South Florida communities who have done this, the analysis indicates that glyphosate alternatives would be less effective, requiring more application and a significant increase in staff time. Furthermore, switching to glyphosate alternatives that have a similar, if not higher toxicity than glyphosate, is also not necessarily a better alternative. Increasing manual removal will also considerably increase staff time and cost. In addition, it is anticipated that without the use of GBHs, Leon County parks and rights-of-way will be very difficult to manage according to Land Management Plans and Level of Service standards that require for the strict control of invasive species, maintaining line of sight, and ensuring mulched areas are weed-free.

Should the Board wish to explore ceasing use of GBHs on County property, the operational, fiscal, and personnel impacts are expected to be considerable when utilizing alternative products and methods. As non-glyphosate treatments are not as effective and have been shown to require up to 5 times more frequent application, additional resources would be required to sustain current service

levels. In addition to managing invasive plants in parks and right-of-way, weed growth in roadways would require considerable staff time in maintaining lines of site for safety, and also result in a reduced visual appeal. For example, the primary community entry ways of Highway 27, Highway 90 and Capital Circle would be affected. Without additional staff resources, this added focus on maintaining life safety without GBHs would come at a deficit of routine nonlife-safety operations, such as rights-of-way mowing and litter control.

In summary:

- Glyphosate-based herbicides are used widely due to their efficacy, diverse utility, and low-toxicity compared to other herbicides.
- The U.S. Environmental Protection Agency (EPA) and the European Food Safety Authority (EFSA) have maintained that glyphosate is safe when used as directed.
- Local governments in Florida may not regulate the type and use of pesticides/herbicides on private land or other public lands and can only regulate use on local governments' own property.
- Leon County follows strict best management practices that include certification and continued education of key staff, following Florida Friendly Landscape standards, and following specific operational protocol for the application of herbicides. This protocol includes using herbicides only when necessary, and herbicides with low danger warnings like GBHs where applicable. Leon County uses GBHs for the control of invasive plants, which without proper management, can easily crowd out native plants, greatly diminishing the wellbeing of the native ecosystems.
- Entities, including the Florida Department of Transportation, Florida Fish and Wildlife Conservation Commission, Florida Department of Environmental Protection, and the Cooperative Extension Master Gardener program use GBHs for the control of invasive species.
- Manual weeding and switching to non-GBHs have been found to be less effective, require more treatments, and are more costly than using GBHs.
- Pinellas County's Integrated Vegetation Management Working Group is conducting in-depth research on all vegetation control measures, including the use of GBHs, and will release a report in Spring 2020 with recommendations on effective, practical ways to reduce the use of pesticides and herbicides on public lands.

### Conclusion

Per Florida Statutes, local governments cannot regulate the type and use of pesticide on any private or public land that is not owned by the local government. Leon County follows a well-developed protocol of best management practices that exceed industry standards. Glyphosate-based herbicides are used responsibly and legally by Leon County where necessary, for the control of invasive species, weed removal, and maintaining a Level of Standard for rights-of-way and for Land Management Plans. The Florida Department of Transportation, when asked, does not intend to change their current management practices. Staff will continue to monitor advancements of alternatives to glyphosate-based herbicides and continue to receive feedback from communities

who are piloting various approaches. Following the release of Pinellas County's Integrated Vegetation Management Working Group's report in Spring 2020, staff will review and bring back an item to the Board with further recommendations.

**Options:**

1. Accept the Status Report on the use of Glyphosate in Leon County.
2. Direct staff to provide an update to the Board subsequent to Pinellas County's Integrated Vegetation Management Working Group finalizing its analysis and recommendations on the reduction of pesticides/herbicides on public lands.
3. Direct staff to ban the use of glyphosate effective immediately on County owned and County maintained property and prepare a budget discussion item to fund alternative approaches.
4. Board direction.

**Recommendation:**

Options #1 and #2

**Attachments:**

1. Leon County's Best Management Practices
2. Glyphosate-based Herbicides – User Types and Required Licenses

## **Leon County Best Management Practices**

Leon County work areas follow Best Management Practices (BMPs) for the care and maintenance of all Leon County property, including parks, trails, rights-of-way, bridges, stormwater facilities and guardrails. These BMPs serve as guiding principles for land and resource stewardship, and the trained employees who implement these practices apply the appropriate methodology and procedure based on the task at hand.

### **I. Certify and license key staff in:**

- a. Green Industries – Best Management Practices License
- b. Limited Commercial Fertilizer Certificate
- c. Limited Lawn and Ornamental License
- d. Florida Aquatic Pesticide License
- e. Florida Right-of-Way Pesticide License

### **II. Follow the 9 Principles of Florida-Friendly Landscaping**

- a. Right Plant, Right Place
- b. Water Efficiently
- c. Fertilize appropriately
- d. Mulch
- e. Attract Wildlife
- f. Manage Yard Pests Responsibly
- g. Recycle Yard Waste
- h. Reduce Stormwater Runoff
- i. Protect the Waterfront

### **III. For the application of herbicides**

- a. Before applying any herbicides, ensure that thresholds warrant any type of application
- b. Wear all appropriate Personal Protective Equipment (PPE)
- c. Check spray equipment for leaks prior to using equipment
- d. Avoid applying before rain, during windy conditions, or to saturated soil to minimize spray drift into water bodies and unwanted areas
- e. Follow the herbicide label from beginning to end so applicator understands all manufacturer information and directions
- f. Prioritize using herbicides with CAUTION labels before WARNING labels and DANGER labels
- g. Start with minimum rating when mixing products per the label, increase potency only if needed
- h. Use aquatic herbicides when spraying near waterbodies
- i. When disposing of herbicide containers, triple rinse all containers, poke holes in containers, and dispose of containers properly

## **Glyphosate-based Herbicides - User Types and Required Licenses**

### User Types

There are various user types that apply glyphosate-based herbicides (GBHs) on private and public lands. All uses are regulated by State and Federal guidelines. The following provides details on each user type and how their use of GBHs is regulated.

- *Agriculture* – Much of the national discussion on GBHs center around the use of the herbicide on large-scale agriculture. Pesticides used on agriculture lands, which in addition to traditional agriculture can include hunting plantations, horse farms and tree farms, must be approved for use by the Florida Department of Agriculture (FDACS). Such pesticides must be used in accordance with the label, and if using a restricted-use pesticide, an agricultural producer must be licensed to use that product. However, Leon County does not have a notable amount of large agriculture lands as is more common in rural areas.
- *Private, Residential* – Residents are free to purchase and apply GBHs and are required by law to follow the label on the pesticide. Labels on pesticides are regulatory documents approved by the EPA and by each state, and not following the labels is an infraction enforceable by FDACS. However, inspection is not robust. Education on proper usage and protective measures is provided to residents through the Leon County UF/IFAS Extension Office.
- *Private, Commercial* – Applicators of pesticides on private, commercial, non-agricultural land are regulated and must be licensed pesticide applicators. Depending on the site they are working (rights-of-way, natural areas, residential lawns) landscaping companies are required to have at least one licensed pesticide applicator on their crew. For most landscape companies working on residential and commercial properties, each employee using a pesticide must be licensed. Further information about requirements of the Private Applicator certification and other certifications is detailed later in this section. By state statute, local governments in Florida are not allowed to regulate type and use of herbicides, including for private applicators.
- *Public* – Applicators of pesticides on public lands are regulated and must be licensed pesticide applicators. Depending on the site they are working, federal, state, and local government crews applying pesticides must have at least one licensed pesticide applicator on their crew. For work done around structures, each employee using a pesticide must be licensed. Further information about the Public Applicator certification and other certifications is detailed later in this section. By state statute, local governments in Florida are not allowed to regulate type and use of herbicides, including for public applicators that are not the local government itself.

### Required Licenses

For the application of herbicides on public land, the Florida Department of Agriculture requires certain licenses for different types of herbicide application based on the site where the herbicide is being used. The following details the types of licenses required for application of herbicides on public land.

- *Turf* – For employees of government agencies who make pesticide applications to turf areas of public property, a Florida Limited Lawn & Ornamental License is required. Applications to athletic fields requires a Florida Ornamental and Turf license. The Florida Department of Agriculture and Consumer Services monitors this licensing and can issue fines if a government employee is found using pesticides without a license.
- *Aquatic* – For employees of government agencies that apply pesticides to bodies of water, a Florida Aquatic Pesticide License for Public Application is required.
- *Right-of-way* – For employees of government agencies that apply pesticides to rights-of-way, a Florida Right-of-Way Pesticide License for Public Application is required. These licenses ensure that any applicators of pesticides on public land are trained on safely using the chemicals and best practices for application.



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #26**

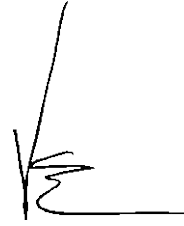
# Leon County Board of County Commissioners

## Agenda Item #26

December 10, 2019

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

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



**Title:** Acceptance of a Text Amendment Application to the Tallahassee-Leon County 2030 Comprehensive Plan to Expand the Urban Services Area

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management & Community Enhancement (PLACE) Cherie Bryant, Director, Tallahassee-Leon County Planning Department
<b>Lead Staff/ Project Team:</b>	Artie White, Administrator of Comprehensive Planning

### **Statement of Issue:**

This agenda item seeks Board consideration to process a text amendment to the Land Use Element of the Tallahassee-Leon County 2030 Comprehensive Plan, to expand the Urban Services Area to include properties adjacent to Chiles High School for the proposed Pine Cone Woods development. Per comprehensive plan amendment application procedures, the proposed amendment must be supported by at least three County Commissioners before it can be processed as part of the 2020 Cycle.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the privately initiated text amendment application and process the proposed comprehensive plan amendment for the 2020 Comprehensive Plan Amendment Cycle.

*\*Note: Per the Comprehensive Plan application procedures, at least three Commissioners are required to approve this motion.*

## **Report and Discussion**

### **Background:**

The application window for the 2020 Comprehensive Plan Amendment Cycle ran from April 2019 through September 2019. During this time, the Tallahassee-Leon County Planning Department received an application (Attachment #1) from Pine Cone Woods, LLC for a privately initiated text amendment to the Land Use Element of the Tallahassee-Leon County 2030 Comprehensive Plan, to expand the Urban Services Area to include parcels on North Thomasville Road and Lawton Chiles Lane, adjacent to Chiles High School.

Application procedures for Comprehensive Plan amendments state:

*Text Amendments submitted by entities other than a department of Leon County or City of Tallahassee government or the Planning Commission must be reviewed by the City or County Commission and receive a supporting vote from either two City Commissioners or three County Commissioners in order to be processed as a proposed amendment.*

As discussed in the analysis, if approved, the amendment will be incorporated into the 2020 Amendment Cycle and additional analysis will be conducted by Tallahassee-Leon County Planning Department staff. However, preliminary analyses indicate that the subject site has access to urban services including water, sewer, electricity, transportation facilities, and a high school. Therefore, staff recommends the amendment request move forward for complete evaluation during this Comprehensive Plan Amendment Cycle.

### **Analysis:**

In the Land Use Element, *Map 2: Future Land Use Map, Tallahassee Urban Area* and *Map 3: Future Land Use Map, Leon County* show the boundary of the Urban Services Area (USA). The Urban Services Area is one of the primary growth management tools in the Tallahassee-Leon County Comprehensive Plan.

Objective 1.1: [L] Growth Management/Urban Services Area states “The Urban Service Area (USA) concept is based upon a desire to have Tallahassee and Leon County grow in a responsible manner, with infrastructure provided economically and efficiently, and surrounding forest and agricultural lands protected from unwarranted and premature conversion to urban land uses. The Urban Service Strategy provides for well-managed, orderly growth, which preserves natural resources and promotes fiscal responsibility.” The Urban Services Area works by generally directing growth to areas with existing infrastructure, identifying where urban infrastructure and services are planned to be provided, and identifying areas outside of the Urban Services Area where urban infrastructure and services are not to be provided.

This strategy works to prevent urban sprawl; thereby protecting rural lands, environmentally sensitive areas, and forested areas, reducing traffic and vehicle miles traveled, and promoting the redevelopment of previously developed areas versus the development of currently undeveloped areas. This tool also works to prevent backlogs in the need for infrastructure spending. For

example, by preventing the development of subdivisions in areas without urban infrastructure and services, the Urban Services Area concept prevents the future need and cost for the County or the City to retrofit these subdivisions with sewer lines.

Although the Urban Services Area is shown on the Future Land Use Maps, it is considered a pictorial representation of policy and requires a text amendment to be modified. Unless an amendment involves an area of critical state concern, text amendments follow the Expedited State Review Process as outlined in Section 163.3184 (3), Florida Statutes. Therefore, the amendment will require a public hearing with the Local Planning Agency and two public hearings with the Board and City Commission. This text amendment will also require adoption by both the Board and the City Commission to take effect, pursuant to the Intergovernmental Coordination Element of the Tallahassee-Leon County 2030 Comprehensive Plan.

This agenda item requests Board acceptance of the privately initiated text amendment. If approved by at least three County Commissioners, the amendment will be incorporated into the 2020 Amendment Cycle and additional analysis will be conducted by Tallahassee-Leon County Planning Department staff. However, preliminary analyses indicate that the subject site has access to urban services including water, sewer, electricity, transportation facilities, and a high school. Therefore, staff recommends the amendment request move forward for complete evaluation during this Comprehensive Plan Amendment Cycle.

At the February 26, 2019 Joint County/City Workshop, the Board and City Commission directed staff to include a full evaluation of the Urban Services Area in the scope for the Land Use Element Update (the Land Use Element Update was expanded on October 15 to include the entire Comprehensive Plan). If the Pine Cone Woods request is not approved by at least three County Commissioners to move forward for further evaluation, the subject site could be still be evaluated in the future as part of the update of the Tallahassee-Leon County Comprehensive Plan.

**Options:**

1. Accept the privately initiated text amendment application and process the proposed comprehensive plan amendment for the 2020 Comprehensive Plan Amendment Cycle.  
*\*Note: Per the Comprehensive Plan application procedures, at least three Commissioners are required to approve this motion.*
2. Do not accept the privately initiated text amendment application and direct staff to work with the consultant selected for the rewrite of the Comprehensive Plan to include the Pine Cone Woods property in the evaluation of the Urban Services Area.
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. Application for a text amendment submitted by Pine Cone Woods, LLC

TTA2020006



**Application for Amending the Text of the  
Comprehensive Plan**



*Including changes to maps other than the Future Land Use Map*

Text Amendments submitted by entities other than a department of Leon County or City of Tallahassee government or the Planning Commission must be reviewed by the City or County Commission and receive a supporting vote from either two City Commissioners or three County Commissioners in order to be processed as a proposed amendment.

Please contact the Planning Department **prior to the pre-application deadline of September 18, 2019** to discuss this process.

Applicant Name: Pine Cone Woods, LLC

Address: c/o Moore Bass Consulting  
805 N. Gadsden Street  
Tallahassee, FL 32303

Telephone: (850) 222-5678

E-mail Address: tosteen@moorebass.com

Goals, Objectives, Policy Numbers  
or figures to be amended: Goal 1; Objective 1.1; Policy 1.1.11

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**REQUIRED ATTACHMENTS**

- N/A Attachment 1: A strikethrough/underline version of any requested text changes. \*See attached maps
- x Attachment 2: Amended version of any requested changes to maps or figures. \*See attached maps
- x Attachment 3: Statement of the problem that is to be addressed by the requested amendment and anticipated positive effects of the request on the community.

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**APPLICATION FEES**

City of Tallahassee:	<u>\$500</u>
Leon County (Unincorporated Areas):	<u>\$500</u>

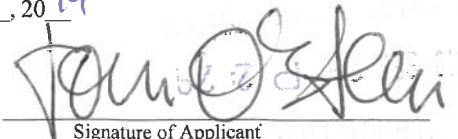
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**APPLICATION DEADLINE: Friday, September 27, 2019 at 5:00 PM (EST)**

Received by the Tallahassee-Leon County Planning Department

on the 27<sup>th</sup> day of September, 20 19

  
Staff Signature

  
Signature of Applicant



**TALLAHASSEE-LEON COUNTY PLANNING DEPARTMENT**  
**Applicant's Affidavit of Ownership & Designation of Agent**



**I. OWNERSHIP**

I, Harry M. Middlebrooks, Jr., hereby attest to ownership of the property described below:

Parcel I.D. Number(s) 14-15-20-014-000-0 & 14-14-20-206-000-0

Location address: North Thomasville Road at Lawton Chiles Lane

for which this Application is submitted.

The ownership, as recorded on the deed, is in the name of:  
Pine Cone Woods, LLC

Please complete the appropriate section below:

☐ **Individual**

☒ **Corporation** LLC

☐ **Partnership**

Provide Names of Officers:  
Pine Cone Woods, LLC

Provide Names of General Partners:

Harry M. Middlebrooks, Jr.  
As Managing Member

Dept. of State Registration No.:  
L11000142729

Name/Address of Registered Agent:  
Harry M. Middlebrooks, Jr.  
526 East Seventh Avenue  
Tallahassee, FL 32303

**II. DESIGNATION OF APPLICANT'S AGENT (Leave blank if not applicable)**

As the owner of the above designated property and the applicant for which this affidavit is submitted, I wish to designate the below named party as my agent in all matters pertaining to the location address. In authorizing the agent named above to represent me, or my company, I attest that the application is made in good faith and that any information contained in the application is accurate and complete to the best of my knowledge and belief.

Applicant's Agent: Moore Bass Consulting, Inc.

Address: 805 N. Gadsden Street, Tallahassee, FL 32303

Contact Person: Richard Moore ; Tom O'Steen

Telephone No. 850-222-5678

**III. NOTICE TO OWNER**

A. All changes in Ownership & Applicant's Agent prior to issuance shall require new affidavit. If ownership changes the new owner assumes the obligations and the original applicant is released from responsibility for actions taken by others after the change in ownership.

B. If the Owner intends the Designation of Applicant's Agent to be limited in any manner, please indicate the limitation below. (i.e., Limited to obtaining a certificate of concurrency for the parcel; limited to obtaining a land use compliance certificate; etc.) Map / Text and Re-zoning Amendments

#### IV. ACKNOWLEDGEMENT

☐ Individual

Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_

☒ Corporation

Pine Cone Woods, LLC  
Print Corporation Name \_\_\_\_\_  
By: Harry M. Middlebrooks, Jr.  
Signature \_\_\_\_\_  
Name: Harry M. Middlebrooks, Jr.  
Its: MGRM  
Address: 526 East Seventh Ave.  
Tallahassee, FL 32303  
Phone No.: \_\_\_\_\_

☐ Partnership

Print Partnership Name \_\_\_\_\_  
By: \_\_\_\_\_  
Signature \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_

Please use appropriate notary block.

STATE OF Florida  
COUNTY OF Leon

☐ Individual

Before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_ who executed the foregoing instrument, and acknowledged before me that same was executed for the purposes therein expressed.

☒ Corporation LLC

Before me, this 24th day of September, 2019, personally appeared Harry M. Middlebrooks, Jr. of Pine Cone Woods, LLC, a Florida LLC corporation, on behalf of the corporation, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

☐ Partnership

Before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, partner/agent on behalf of \_\_\_\_\_, a partnership, who executed the foregoing instrument and acknowledged before me that same was executed for the purposes therein expressed.

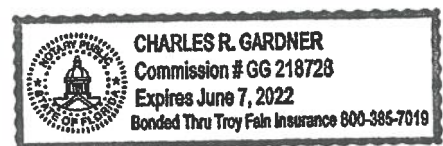
[Signature]  
Signature of Notary

Print Name: \_\_\_\_\_  
Notary Public

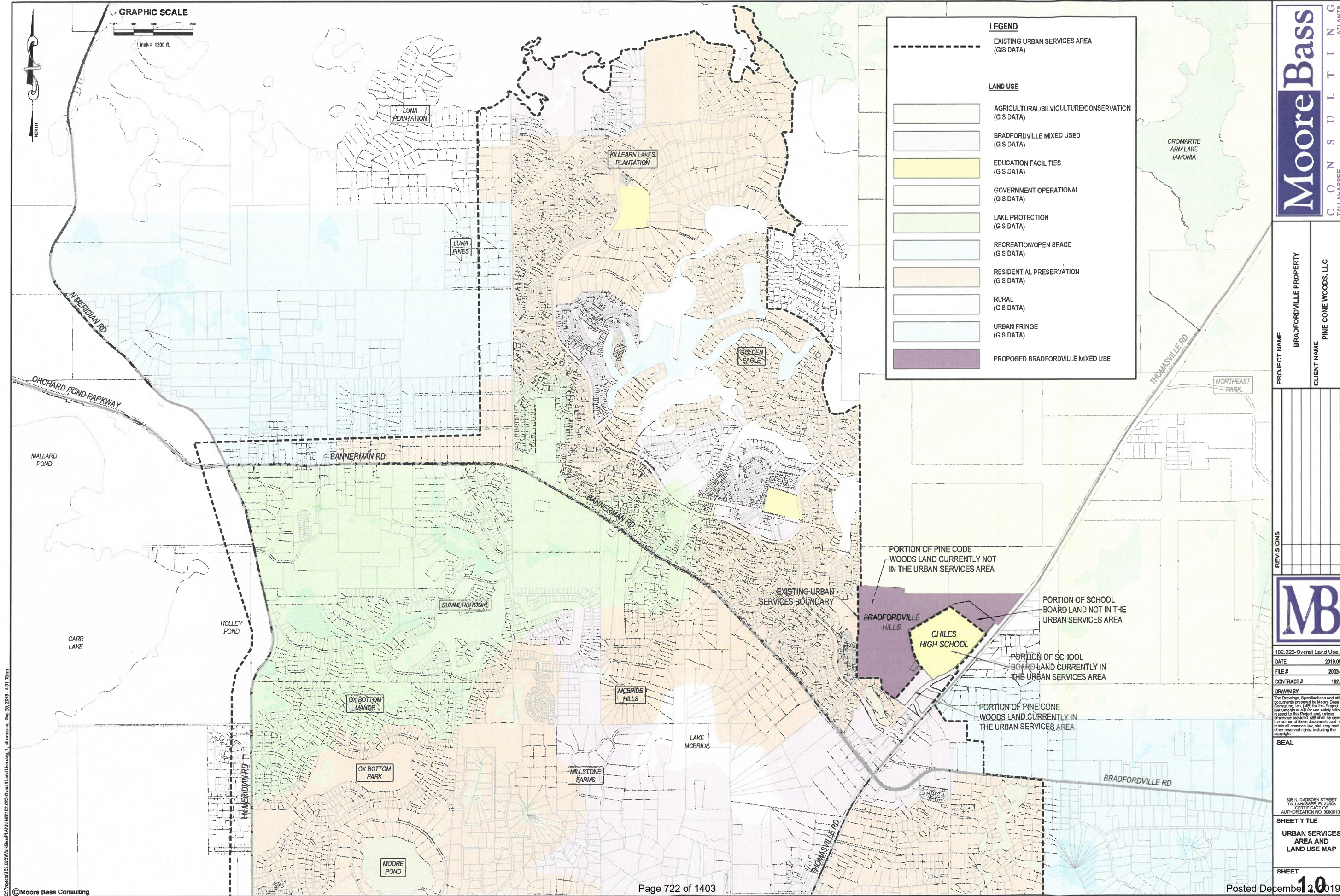
(NOTARY STAMP)

My commission expires:

Personally known \_\_\_\_\_; or  
Produced identification \_\_\_\_\_.  
Type of identification produced: \_\_\_\_\_











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

## **Comprehensive Plan Text Amendment Applicant Statement**

Parcel ID # 14-15-20-014-000-0; 14-14-20-206-000-0;  
14-14-20-853-000-0 & 14-15-20-405-000-0  
MBC #102.028

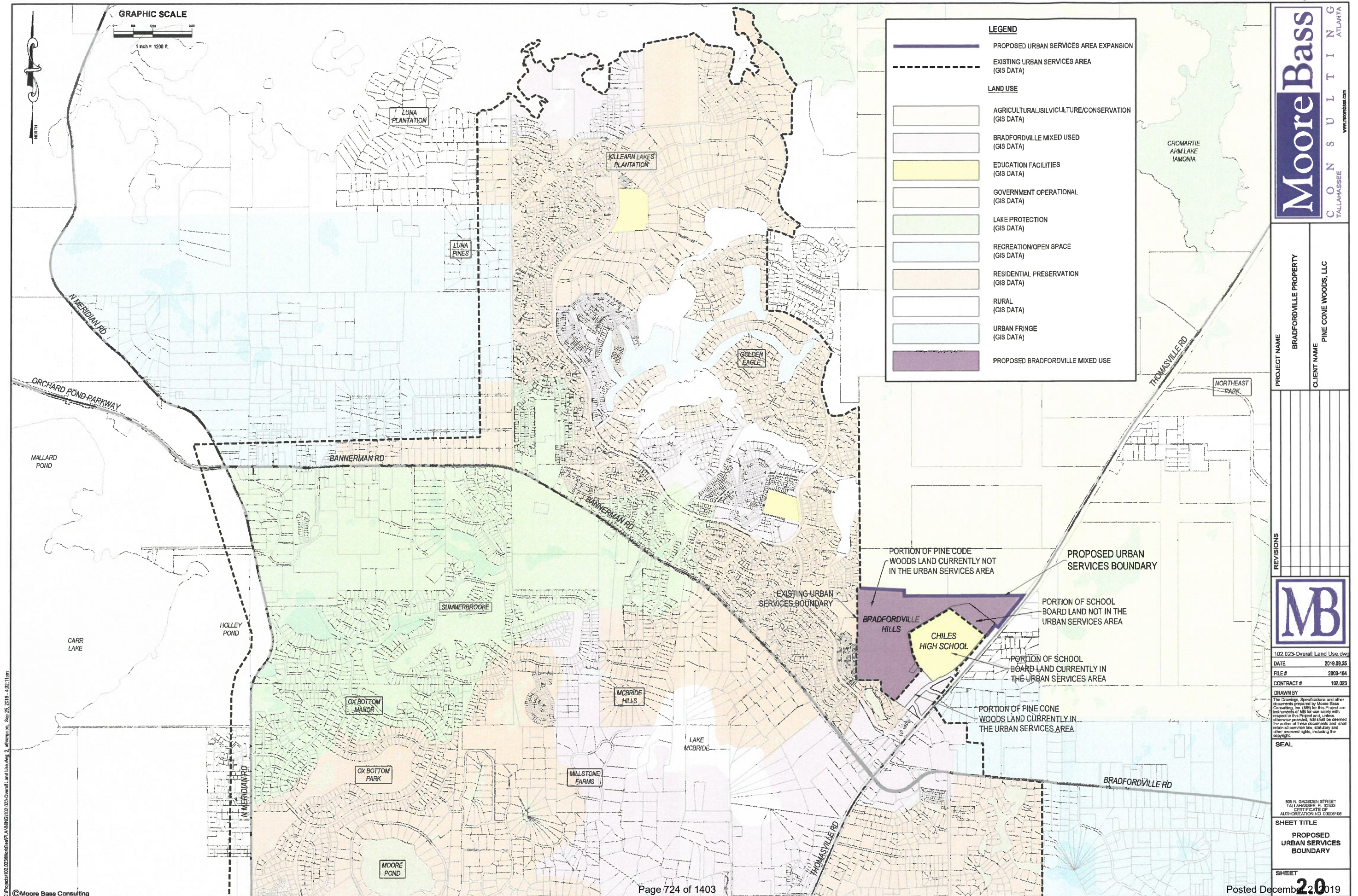
September 27, 2019

The subject Land Use Map and Text Amendment seeks to expand the Urban Services Boundary (USA) to include the +/- 175 acres of land that surround Chiles High School in northern Leon County. The existing Urban Service Boundary was set in 1990 and is gerrymandered around the subject parcel to attach the Chiles High School property to the Killearn Lakes Plantation subdivision. The parcel is currently served by water and sanitary sewer (Talquin), electric (City of Tallahassee) and is adjacent to three public roads – Lawton Chiles Lane (collector), Wolfpack Way and Rhea Road and connected to Thomasville Road (major arterial). Talquin Electric Company also has an elevated water storage tank and a public water well located along the western boundary of the high school and central to the +/- 175 acres. These utilities have been in place since the construction of the high school in 1999.

The Tallahassee / Leon County Comprehensive Plan, adopted in 1990 – was developed on the premise of containing growth within an “urban services boundary” to avoid urban sprawl. In the 29 years since the “Comp Plan” was development activity has occurred around the subject parcel bringing many commercial activities and some new housing to the area. With the new housing, new students have added to the enrollment of Chiles High School. Chiles High School is landlocked and without expansion area.

The proposed USA expansion will allow limited development to occur, on the environmentally unconstrained portions of the parcel, where existing roads and infrastructure already exist. This USA expansion will enable a potential school site expansion and will serve the broader area of the community in the most efficient manner.







**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #27**

# Leon County Board of County Commissioners

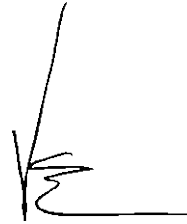
## Agenda Item #27

December 10, 2019

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

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

**Title:** Bid Award for the Exclusive Franchise to Provide Waste Collection Services in Unincorporated Leon County



<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

### **Statement of Issue:**

This item seeks Board direction regarding awarding a bid for unincorporated area curbside waste collection services or consideration of alternative options as presented in this item.

### **Fiscal Impact:**

This item has no fiscal impact to the County. Monthly subscription is paid for by residents opting to receive curbside residential solid waste collection for the unincorporated area of Leon County beginning October 1, 2020.

### **Staff Recommendation:**

Option #4: Board direction.

## **Report and Discussion**

### **Background:**

On September 24, 2019, the Board approved issuance of the Invitation to Bid (ITB) for curbside collection services (Attachment #1). The release of the ITB occurred a full year prior to the expiration of the current Agreement to ensure that a vendor would be selected no less than six months prior to the commencement of the Agreement. A minimum of six months is needed to provide ample time for the vendor to purchase equipment and prepare for daily operations as outlined in the bid's transition plan. The current Agreement expires September 30, 2020.

The County took proactive steps during the 2013 ITB to reduce the burden of transition at the end of the current Agreement. First, the County provides the primary phone number (850-606-1899) for customer service. The number can simply be ported to a future vendor for a seamless point of contact for customers. Second, to ease the transition, residential carts, both solid waste and recycling, are now owned by Leon County, but the contractor must provide and maintain the carts. Current subscribers will retain existing County-owned carts, thereby avoiding the disruptive process of swapping out containers at the end of this current Agreement. The future contractor will provide all customers information including any changes in collection procedures, rates, and contact information prior to commencement.

The franchise agreement includes the exclusive collection of residential solid waste, recyclable materials, yard debris, and bulky waste on a subscription (i.e. voluntary) basis. Currently an estimated 27,200 residents in the unincorporated area subscribe. Although not an exclusive service, the contractor is also required to offer commercial waste and recycling collection service within the unincorporated area of which there are an estimated 720 commercial accounts.

In addition to awarding the bid to the lowest responsive bidder, this item provides other alternatives for Board consideration. These alternatives have various cost and service level considerations but are viable options.

### **Analysis:**

The Bid was advertised locally on September 30, 2019. A total of 90 vendors were notified through the automated procurement system. A total of 30 vendors requested bid packages and 5 attended the mandatory pre-bid. On November 15, 2019, a single bid was received from Waste Pro (Attachment #2) of \$19.19 per month for residential collection or a 35% increase. The current rate is \$14.15 per month. Waste Management responded with a no-bid and provided specific observations as to their reasoning (Attachment #3).

Waste Management provided curbside collection to County residents for over 25 years, 1987-2013. The County's current franchise Agreement with Waste Pro was awarded through a competitive Invitation to Bid, commencing service on October 1, 2013. At that time rates were significantly reduced by virtue of the 2013 competitive bid process. As reflected in table 1, the current bid process resulted in a responsible and responsive bid that meets all of the requirements, while still resulting in lower rates than were being paid seven years ago.

**Table 1: Rate Comparison**

<b>Vendor</b>	<b>Year</b>	<b>Monthly Rate</b>
Waste Management	2013	\$19.33
Waste Pro	2019	\$14.15
Waste Pro - bid	2020	\$19.19

As presented to the Board at the September 24, 2019 meeting, the ITB terms and conditions were written with the intention to increase the level of service and reduce the number of complaints experienced over the past six years. In addition, a thorough review was conducted of over a dozen collection agreements from other jurisdictions regarded as best in class. The proposed draft agreement was then reviewed by an industry expert, and the resulting feedback was integrated. As a result of this iterative process, the ITB and draft agreement contained greater clarity of standards to ensure the maximum level of service for the greatest value. For example:

- Disasters: Guidelines for disaster preparedness have been refined to incorporate lessons learned over past storms. In particular, residents expressed frustration that routine yard debris was not serviced while the Debris Contractor was activated. Refined standards ensure following a storm routine curbside yard debris collection will continue to occur, or for additional compensation the waste vendor must utilize existing equipment for storm clean up. The ITB featured enhanced procedures, proactive documentation, and greater accountability for vendor performance post-disaster.
- Liquidated Damages: Terms for liquidated damages have been significantly strengthened to provide enhanced clarity of performance standards and accountability to the vendor.
- Bulky: Creating a clear standard for the time frame to collect bulky items (furniture, carpet, appliances, etc.) The new standard would still require customers to call for bulky service; however, the vendor must provide a specific 72-hour window of time for which the items will be serviced. Such time must occur within 7 days of the customer's request. Currently customers must call to request a bulky service, and such service can occur anytime over the following seven days. Customers who call are not currently provided a specific day to anticipate the service, and bulky items must be placed at the curb in anticipation of the forthcoming pick-up. As a result, items can be at the curb for up to seven days which can result in unsightly neighborhood conditions, residents may be in violation of Homeowner Association standards, and the customer's grass can be compromised during such lengthy time.
- Yard Debris: Adding an explicit statement in the bid that there is no limit for number of yard debris piles which meet size parameters (remaining 6 feet in length by 4 feet in height and width). Since 2013 customers with more than five piles have been charged a special service fee by Waste Pro for collection. Such fees have varied greatly from one customer to the next, resulting in a significant number of complaints. Prior to 2013, customers experienced no pile limits. The ITB places no limit on the number of compliant piles.
- Commercial Recycling: To encourage commercial recycling, businesses may receive free recycling service if utilizing no more than five 65-gallon roll carts (i.e. residential carts) per customer, with a maximum of 100 free carts for all commercial accounts. Previously

charges applied to all commercial container sizes, discouraging some small businesses from participating.

With the limited market response and the potential increase to subscribers of \$5.04 monthly (35%), this item also provides the Board alternative options that may result in additional competition and/or a lower rate for subscribers:

- 1) Accept the responsible and responsive bid, and award to Waste Pro in the amount of \$19.19
- 2) Reject the sole bid response and re-advertise the ITB in an effort to receive multiple responses. The current bid terms would be modified to eliminate the aforementioned service enhancements and include the feedback received from vendors who initially chose not to respond.
- 3) Negotiate a renewal of the current contract with Waste Pro.

Each of these options are discussed in greater detail below.

Award the bid to Waste Pro, as the sole bidder – As Waste Pro was the sole respondent, the County may wish to award the bid under at a subscription rate of \$19.19 monthly. This would signify an increase of \$5.04 (35%) from the current rate of \$14.15. However, the current bid is still less than Waste Management's rates from seven years ago. Given the more stringent standards for service and liquidated damages included in the ITB Agreement, the performance of Waste Pro is anticipated to notably improve over that of the past six years. In addition to the changes in required standards, Waste Pro's bid response includes an enhancement to their fleet of collection vehicles in addition to increased staff support and an increase in the number of scheduled routes (Attachment #4). Explained in more detail below, the blended fleet approach is anticipated to diminish several aspects of customer complaints and the increased number of staff and routes will ensure a higher level of service. The blended approach includes rear loaders for waste and Automated Side Loadings (ASL) for recycling.

In the waste industry there are two styles of trucks, ASL and rear loading. Both styles offer differing pros and cons. In general, rear loading trucks are more expensive to operate as they require two employees per truck. However, the second employee on the truck provides several benefits. Trash left outside of the cart is easily serviced. Carts are hand placed back by the curb with lids closed. The vehicles do not have the hydraulic system of side loaders, thereby eliminating the leakage issues.

In comparison, ASLs allow the driver to control a mechanical arm from inside the truck and use a single individual operate thereby lowering operating costs. However, for the cart to be serviced residents must properly space their carts from one another, the curb, overhead limbs, and nearby objects such as mailboxes. The driver generally does not leave the vehicle, thereby not servicing spare bags outside of the cart. Flattened and stacked cardboard not placed within the cart is sometime left behind as well as small bulky items, requiring a separate bulky service to occur. When drivers are rushed or working near uneven ground, the automated arm often does not properly place the carts upright or lid closed; resulting in carts laying in the roadway, driveway or collecting rainwater. ASLs are operated with hydraulics. These systems have proven to be

sensitive to rough road conditions such as the numerous private or dirt roadways in Leon County. The hydraulic systems frequently rupture releasing fluid onto public and private roads. This spilled hydraulic fluid is damaging both environmentally and to the road surface as it weakens asphalt and leaves permanent unsightly stains if not treated in a timely manner.

The prior collection vendor, Waste Management, utilized rear loading trucks for trash collection. For recycling, the County did not have carts at that time, but used small handheld containers for servicing recycling which required Waste Management to pick up the containers manually using a rear leading truck. Recognizing the lower operating cost of ASLs, when bidding in 2013, both Waste Pro and Waste Management chose to bid all waste and recycling routes using Automated Side Loading (ASL) trucks. Perhaps to better balance low cost with adequate level of service, Waste Pro's current bid proposal applies a blended approach with rear loading trucks for trash collection and ASLs for only recycling.

In summary, the increased cost of the new bid does come with an increased level of service as a result of the ITB requirements and the enhanced equipment and staffing levels proposed by Waste Pro. Should the Board wish to award the bid to Waste Pro at a monthly rate of \$19.19, an agreement will be executed by the County Administrator in a form approved by the County Attorney.

Reject the bid response and re-advertise the ITB - In an effort to receive multiple responses, the current bid terms could be modified based on specific feedback received from vendors who initially chose not to respond. The changes to the ITB could further reduce the cost of services, but the revised ITB would then not address all of the customer service issues being experienced. However, the ITB still allows for the vendors to determine the type of equipment, staffing levels, number of routes, etc. necessary to provide the required services. Other vendors may choose to use similar equipment as Waste Pro has proposed (i.e. rear loaders), while other vendors may provide alternative approaches.

Regarding the actual ITB, anticipated modifications include:

- Reduce the required number of jurisdictions the bidder must have prior experience in. The standard would be adjusted from 4 down to 3 jurisdictions. At least one potential bidder stated their interest in bidding, but declared they only have experience in 3 jurisdictions within the lower Gulf Atlantic region. Four jurisdictions were required in the bid specifications of 2013 ITB, and the minimum qualifications for the current ITB were aligned with this requirement.
- Imposing a limit on the number of yard debris piles a customer may have serviced weekly. The current standard of 5 compliant piles on a weekly basis would be maintained.
- Refining the standards for disaster response. The ITB would be modified to allow for a negotiated rate to be established between the County and the waste collection vendor for any specific storm related services. This proposed modification would not change the requirement for the vendor to pick up normal yard debris following a storm.



- Establish a limit on the amount of bulky waste for each pick-up. The current agreement does not limit the amount of bulky waste that can be placed at the curb for each pick-up. For each bulky waste pick-up, a limit of 4 cubic yards could be established (approximately equivalent to the bed of a pick-up truck).
- Altering the terms and conditions for renewal. The current standards provide the County with the sole option for renewal. Modify the renewal term to be a mutually agreed upon renewal.

Should the Board wish to reject the current bid by Waste Pro, the modified ITB would be re-advertised immediately. It is anticipated that an agenda item with new bids would be brought to the Board no later than February 2020. As noted in the background, this timeline still allows a vendor ample time to transition. A minimum of six months is needed to provide time for the vendor to purchase equipment and prepare for daily operations as outlined in the bid's transition plan. This option can be pursued while still providing sufficient time for a vendor to prepare for commencement of service on October 1.

Negotiate a renewal of the current contract – The term of the current residential waste collection Franchise Agreement with Waste Pro is seven years, expiring September 30, 2020. The agreement provides for one three-year extension at the County's sole discretion. In the September 24 agenda item, staff recommended proceeding with an ITB, and not extending the current agreement for an additional three years based on the current level of performance of Waste Pro. However, given Waste Pro is the sole bidder, the Board may wish for the County to negotiate a renewal to the existing agreement. The purpose of negotiating a renewal would focus on keeping the residential rate as low as possible by maintaining the existing type of equipment (side-loaders), staffing levels, routes, etc. In addition, none of the service level enhancements included in the ITB would be incorporated into the agreement. It is anticipated that the increase in cost to the subscribers would be limited to any demonstrated operational expenditure increases Waste Pro has experienced such as employee wages and insurances.

Staff has confirmed Waste Pro is amenable to negotiating a renewal. A proposed renewal to the contract would be brought to the Board for consideration in January. At this time, the Board would be able to compare the terms and cost of the renewal versus Waste Pro's recent bid. This would allow the Board the ability to evaluate the increased costs of both options versus the changes in service levels. At that time, the Board would have the option of approving the renewal or approving the new bid. Given the timing required for a transition to a new vendor, the options to rebid would no longer be viable at this time.

### Conclusion

As reflected in this item there are several options the Board may wish to consider related to awarding a franchise for collections services in the unincorporated area. The options provide the Board several different approaches to minimizing the cost increase to customers, while providing differing approaches to address service level issues.

To provide the greatest assurance of quality service, while minimizing the cost to residential subscription customers, an ITB was issued in September. The ITB included modifications to service levels to address specific issues currently being experienced by customers. The current bid process resulted in a responsible and responsive bid that meets the increased requirements. As part of their bid, Waste Pro is proposing to change the type of equipment used from side to rear loaders, and increasing staffing, equipment and routes which will also enhance customer service. However, in doing so, Waste Pro is proposing a 35% increase in the monthly subscription rate from \$14.15 a month to \$19.19 a month which is still slightly lower than the \$19.33 subscribers were paying seven years ago.

However, given the limited market response and the potential increase to subscribers of \$5.04 monthly (\$60.48 annually), this item also provides the Board alternative approaches that may result in additional competition and lower rates for subscribers. One approach is to modify the ITB to address observations raised by vendors that did not initially bid. These changes to the ITB would eliminate some of the service level enhancements originally included to address customer service issues. However, vendors would still be allowed to bid the equipment type, staffing levels and number of routes they consider necessary to service the account.

Alternatively, to minimize the cost increase to subscribers, the County could negotiate a renewal to the current contract with Waste Pro. This approach does not include any service level adjustments sought in the ITB or Waste Pro changing equipment or staffing levels. However, this approach is focused on minimizing any cost increase to subscribers. It is anticipated that the increase in cost to the subscribers would be limited to any demonstrated operational expenditure increases Waste Pro has experienced such as employee wages and insurances.

Given a new contract commences October 1, 2020, there is adequate time for the Board to pursue any of the options presented in this item. Irrespective of which option the Board wishes to pursue, staff will assure the vendor transitions service with minimal impact to current customers. As discussed previously, to reduce the burden of transition, current subscribers will retain existing County-owned carts, thereby avoiding the disruptive process of swapping out containers. The County will work closely with the vendor to ensure all customers will be informed of any adjustments to collection procedures, rates, and contact information prior to commencement.

**Options:**

1. Approve the bid award to Waste Pro, Inc. for the exclusive franchise to provide waste collection services in unincorporated Leon County and authorize the County Administrator to negotiate and execute the Agreement, in a form approved by the County Attorney.
2. Reject the sole bid response, authorize the re-advertisement of the Invitation to Bid with modifications.
3. Authorize the County Administrator to negotiate a renewal of the current Agreement with Waste Pro, Inc.
4. Board direction.

**Recommendation:**

Option #4 – Board direction.

**Attachments:**

1. Invitation to Bid for waste collection services
2. Bid tabulation sheet and Waste Pro Inc. bid response
3. Waste Management's no-bid statement
4. Summary of Waste Pro's proposed equipment, staff and route



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyfl.gov

Attachment #1  
Purchasing Division  
1800-3 Blairstone Road  
Tallahassee, Florida 32308  
(850) 606-1600

Commissioners

October 31, 2019

JIMBO JACKSON  
District 2  
Chairman

BRYAN DESLOGE  
District 4  
Vice Chairman

BILL PROCTOR  
District 1

RICK MINOR  
District 3

KRISTIN DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

NICK MADDOX  
At-Large

VINCENT S. LONG  
County Administrator

HERBERT W.A. THIELE  
County Attorney

RE: RFP Title: Waste Collection Services in Leon County  
Bid No: BC-11-15-19-01  
Opening Date: November 15, 2019 at 2:00 PM

### ADDENDUM #1

Dear Vendor:

This letter serves as Addendum #1 for the above referenced project. The following shall be added to the bid specifications:

1. Section II., A., 2., last three paragraphs are revised to read:

The contractor bills and collects payments from residential and commercial customers. Residential customers are billed quarterly for collection only; the County has a non-ad valorem assessment for disposal. The current contractor rate for residential subscription as of October 1, 2019 is \$14.15 per month. Commercial customers may be billed, for both collection and disposal, as frequently as monthly. The contractor remits a franchise fee to the County of five percent (5%) of gross revenues. Current service rates can be found in Attachment B.

The contractor delivers all materials to County-designated facilities.

Provided below is the best information available regarding quantities of materials collected under the current contract during the last three calendar years. The year 2019 runs January 1, 2019 thru September 30, 2019:

Year	Material (tons)			
	Solid Waste	Yard Debris	Recyclables	Class III
<b>Residential</b>				
2016	24,371	6,103	5,650	905
2017	24,539	6,489	6,041	1,106
2018	25,773	5,018	7,469	1,040
2019	20,576	4,729	4,952	924
<b>Commercial</b>				
2016	15,768	NA	NA	NA
2017	15,165	NA	NA	NA
2018	16,558	NA	NA	NA
2019	16,355	NA	NA	NA

2. Attachment C, Draft Franchise Agreement for Solid Waste Collection Service, Section 1.2 is hereby revised to add the following definitions:

**1.2.57 Household Trash:** Shall mean accumulations of paper, magazines, packaging, containers, sweepings, and all other accumulations of a nature other than Garbage or Yard Debris, which are usual to housekeeping and to the operation of stores, offices and other business places.

**1.2.58 Household Waste:** Shall mean any solid waste, including garbage, trash derived from households, including single and multiple residences, hotels, motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day use recreation areas.

3. Attachment C, Draft Franchise Agreement for Solid Waste Collection Service, Section 2.2.1 has been revised to read:


2.2.1 Residential Collection Service shall begin no earlier than 6:00 a.m. and shall cease no later than 7:00 p.m. Routine residential route service shall occur Monday through Friday. A route shall be deemed incomplete if twenty (20) or more customers on the route did not receive regularly-scheduled collection services. Commercial Collection Service may occur at any time of day/night, provided the Contractor's activities do not cause disturbances to residents.

4. Questions submitted by vendors are answered in the attachment to this addendum for your consideration.

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,



Shelly W. Kelley, PMP  
Purchasing Director

**Answers to Vendor Submitted Questions**  
**ITB# BC-11-15-19-01**

**Question #1:** In the current contract with the county, which was based on the 2013 bid, on page 14, Section III. Scope of Services, A. Minimum Qualifications 2. of the 2013 bid, the language read:

*"Bidder shall have provided residential collection service, including solid waste, recyclables, and yard debris, to **at least two (2) government jurisdictions** in the Lower Atlantic and Gulf Coast states (defined as Florida, Alabama, Louisiana, Mississippi, Texas, Georgia, South Carolina, and North Carolina) with at least 25,000 residential units per contract. "*

Under the current 2019 bid, the residential collection service requirement for minimum government jurisdictions was raised from two to four.

The language for the 2019 bid is listed below:

**II. Scope of Services , A. Minimum Qualifications Item 2 states, 2.**

*"Bidder shall have provided residential collection service, including solid waste, recyclables, yard debris, and bulky, to **at least four (4) government jurisdictions** in the Lower Atlantic and Gulf Coast states (defined as Florida, Alabama, Louisiana, Mississippi, Texas, Georgia, South Carolina, and North Carolina) with at least 25,000 residential units per contract. Services to be provided in the past five (5) years."*

Would the County be willing to change the language around minimum government jurisdictions with at least 25,000 residential units per contract from: four (4) government jurisdictions to three (3) government jurisdictions?

Our firm is extremely interested in this opportunity, and this change would allow more firms to apply. Having more bid respondents being eligible to place a bid would ensure that the County and it's ratepayers are getting as competitive of a bid as possible. This change would be consistent with the county's stated goal of the IFB approach which is to "provide the greatest level of service, while minimizing the cost to residential subscription customers."

**Answer:** No.

**Question #2:** Why is the experience listed in the minimum qualifications restricted to the Gulf Atlantic states only as opposed to a wider region or even nation-wide?

**Answer:** The Gulf Atlantic has unique weather and seasonal demands such as hurricanes that differ from other regions.

**Question #3:** Does the current vendor use CNG vehicles? If so, is there a CNG station or stations in Leon County? Does the County have a fueling agreement with the CNG station? Would you please provide contact information for any such companies/fueling stations?

**Answer:** Yes, the current vendor utilizes a majority of CNG fleet as required by the current agreement. There is one known CNG fueling station that is available to the public and commercial fleets. The station is operated by Nopetro, located at 1152 Capital Circle SW, 850-574-6021, or 305-441-9059.

**Question #4:** Please provide clarity as to how the award will be made. Will it primarily be made based upon the residential rate or will the commercial rate also be taken into consideration in some manner? Will the award be made on the residential rate, even if the commercial rate is significantly higher? Will the County consider making an award for residential and another award for commercial?

**Answer:** As stated in Section II M., the bid will be awarded as soon as possible to the responsive, responsible bidder that offers the lowest cost for the residential service area as approved by the Board of County Commissioners.

**Question #5:** 1.1.12 – Economic conditions over a seven-year period can change drastically. Will the County consider a mutual option for the three-year renewal instead of being at the sole option of the County?

**Answer:** No, the County will retain the sole option for renewal.

**Question #6:** 1.2.34 – Under refuse definition, it includes household waste. Please define household waste.

**Answer:** Per Florida Administrative Code Section 62.701.200, Household Waste shall mean any solid waste, including garbage, trash derived from households, including single and multiple residences, hotels, motels, bunkhouses, ranger stations, crew quarters, campgrounds, picnic grounds, and day use recreation areas. See Item #2 of this Addendum above.

**Question #7:** 1.2.43 – Under the definition of solid waste, please define household trash.

**Answer:** Household Trash: Shall mean accumulations of paper, magazines, packaging, containers, sweepings, and all other accumulations of a nature other than Garbage or Yard Debris, which are usual to housekeeping and to the operation of stores, offices and other business places. See Item #2 of this Addendum above.

**Question #8:** 1.2.51 – Under the definition of waste container, the last part of the definition is metal or plastic containers not more than 55 gallons. We must pick up 55-gallon drums?

**Answer:** Yes, so long as the container has handles or bails for lifting as specified in 1.2.51. Also noted in 3.3.3 containerized Yard Debris shall not exceed 50 pounds per Waste Container.

**Question #9:** 1.2.54 – Under yard debris, does land clearing have to be in here? If someone has a tractor and wants to clean out an acre of trees, this would be something that we would have to pick up for free as long as it is within the limits?

**Answer:** So long as material meets specifications in Section 3.3, yard debris is to be serviced. However, note 3.3.3 which excludes any form of matter or waste generated by tree surgeons or arborist services; and 3.3.7 provides for a Special Service rate.

**Question #10:** 2.2.1 – Under the old agreement, the contractor was able to start at 6:00 a.m. The new agreement calls for a start time of 6:30 a.m. This is a critical 30 minutes at the start of the day and could add on another hour because of traffic. Can this be changed back to 6:00 a.m.?

**Answer:** The time will be changed to 6:00 a.m. See Item #3 of this Addendum above.

**Question #11:** 2.3.5 – During the first of the year, a major storm event occurred with tornado's touching down in three communities in Leon County. I believe one of the areas was Lakeshore Drive where there is a huge amount of yard waste generated. The contractor worked diligently to clean this area up but was fined a large amount of money. Will the County work with the contractor on instances like this?

**Answer:** A tornado is not considered a "minor weather disturbance" as mentioned in 2.3.5. Section 2.5.1 states "in the event of a hurricane, tornado, major storm, or other disaster, natural or man-made, the Administrator may grant, in writing, the Contractor reasonable variance from regular schedules and routes."

**Question #12:** 2.7.2 – This addresses the County having the contractor go to another facility if the designated facility is closed on a work day or deemed inoperable. Such a facility may be across state lines. Are we compensated for the additional transportation? Does the County pay for disposal since under the residential contract we do not pay for disposal?

**Answer:** As stated in Section III F Designated Facilities, "Should the County designate a new facility that impacts the hauling cost or tipping fee, Leon County will be responsible for cost incurred for residential waste disposal." See Item #4 of this Addendum above.

taken to the alternate site. The Successful Bidder will not be required to pay for processing or disposal of Residential Solid Waste, Yard Debris, Recyclables, or Bulky Waste.”

**Question #13:** 3.1.2 – This article alludes the exchange of one cart per year at no additional charge. Please clarify what constitutes a switch out at no charge.

**Answer:** Each customer begins service with a 96-gallon cart as a default for solid waste. However, should a resident opt for a smaller 65-gallon cart in lieu of a 96-gallon, the 96-gallon cart shall be removed and replaced with a 65-gallon at no charge to the resident. Should the resident change their mind within one year and wish to revert back to a 96-gallon cart then the vendor may charge \$30.00 at that time.

**Question #14:** 3.1.5 – Under this article, all garbage must be bagged. This is not always the case. Also, solid waste bagged and next to the cart will be picked up if it does not exceed the volume of a single cart. This is time consuming not only to pick up, but to document to require a second container. Any concessions on this article?

**Answer:** No.

**Question #15:** 3.3.2 – Yard waste less than 4 feet in height, 4 feet in width, and 5 feet in length is unlimited. In the case where someone puts out 30 piles on the regular service day of Thursday, we must pick up at least five piles on Thursday, pick up the other 25 piles by Saturday? This is already a problem with tree surgeons doing the work and putting piles in front of the house. This will make problems worse with unlimited. Please consider going back to limits on what can be put out.

**Answer:** Correction, Question #15 inaccurately notes the allowable dimensions; the question should read six (6) feet in length by four (4) feet in height and four (4) feet in width. In the scenario all 30 piles may be serviced on Saturday. No changes will be made to the bid.

**Question #16:** 3.3.6 – Yard debris shall be debagged, before placing into the collection vehicle. Could we put labor at the landfill to do this to keep from debagging on the route?

**Answer:** No.

**Question #17:** 3.37 – Under the old agreement, section 3.45, we did not have to have the county’s approval for charges for special waste. The contractor negotiated with the customer. Now we must negotiate with the County for approval for these charges for out of spec yard debris?

**Answer:** Yes, a one-time negotiation at the start of the agreement. Per 3.3.7, “The Special Service rate structure shall be negotiated between the Contractor and the County prior to Commencement of the Agreement utilizing a methodology based upon cost-incurred by the Contractor.”

**Question #18:** 6.5.1 – Under this article, we are asked to submit a fueling operational plan to demonstrate the ability to provide sufficient quantities of fuel necessary to perform the contract. CNG fueling capacity in Tallahassee is limited. Are there other avenues such as the Leon County School Board that could be utilized in the case of a shut down?

**Answer:** Yes, a prearranged agreement with the Nopetro fueling station would be an acceptable approach.

**Question #19:** Section 9.3 – Under liquidated damages, the old contract was very simple, with one half of a page of description of damages. It has now gone to two and a half pages. Would you consider going back to the language in the old agreement?

**Answer:** No.

**Question #20:** Will the County consider mandatory service on the tax rolls for the urban service areas as an option? In 2013, the County had the option to make service in the urban service area mandatory. After several meetings with the community, the County decided to go with non-mandatory subscription service. The current contractor performs well over 10,000 work orders for cart movements per year. Someone moves out of a residence, they pick up carts, someone moves in days later, they must provide carts. This is a huge expense to any contractor, not to mention fines that are levied for not meeting the County’s deadlines. By doing this, carts can just stay in place, there will be no



added expense to remove carts and put them back in place within days of removing them. In addition, the contractor will be assured that they will be paid for services. Currently stop service (delinquent accounts) are performed on approximately 8% (approximately 2,200) of the customers in the County every quarter. A significant number of the carts must be picked up for non-payment. Once they pay, the carts are redelivered. Now there is a \$15 charge for this which is probably not adequate based on the rural nature of this County. Last, in many areas of the County two or three residences share one cart. The contractor provides more service than they are getting paid for. For all the reasons above, we ask that you consider going mandatory, put on the tax rolls in the urban service area.

**Answer:** No.

**Question #21:** Under the ITB, H.1/H.2, Public Education, the contractor pays \$35,000 per year for public education. Is the development of the service guide and quarterly mailing of brochures an additional cost to the contractor over and above the \$35,000?

**Answer:** Yes.

**Question #22:** Throughout the ITB and draft contract, you refer to picking up trash and debris outside of the cart. This is more conducive to rear end load service. Would you remove this requirement to keep this service in an automated manner, or make rear end load service mandatory?

**Answer:** No. The vendor will be expected to service waste and recycling outside of the cart which meets standards. It is up to each bidder to determine the mode of collection and equipment which will allow the vendor to provide the required level of service.

**Question #23:** In reference to the ITB, page 12, IIIA minimum qualifications, it appears the intent for minimum qualifications would be long term successful experience with contracts of this scope and size. For instance, would contracts operating less than five years as posed in question 1 qualify? To clarify, does the minimum of five years' experience mean residential collection services within the lower Atlantic and Gulf Coast states region for at least five years?

**Answer:** No. Minimum Qualification A.2 requires four jurisdictions in the past five years.

**Question #24:** Under the ITB, page 3 under the tonnage tables, are we to assume that 2018 numbers represent year ending September 30, 2018? Do you now have 2019 tonnage numbers that you can share?

**Answer:** The 2018 "year" is calendar year beginning January 1, 2018. The following are updated tonnage numbers for months within year 2019 starting January 1, 2019 thru September 30, 2019.

Year	Material (tons)			
	Solid Waste	Yard Debris	Recyclables	Class III
<b>Residential</b>				
<b>2016</b>	24,371	6,103	5,650	905
<b>2017</b>	24,539	6,489	6,041	1,106
<b>2018</b>	25,773	5,018	7,469	1,040
<b>2019</b>	20,576	4,729	4,952	924
<b>Commercial</b>				
<b>2016</b>	15,768	NA	NA	NA
<b>2017</b>	15,165	NA	NA	NA
<b>2018</b>	16,558	NA	NA	NA
<b>2019</b>	16,355	NA	NA	NA

**Question #25:** Excerpt from letter dated 10/23/19: "...seeking clarity on the definition of the following sentence: "Bidder shall have provided residential collection service, including solid waste, recyclables, yard debris, and bulky, to at least four (4) government jurisdictions in the Lower Atlantic and Gulf Coast states (defined as Florida, Alabama, Louisiana, Mississippi, Texas, Georgia, South Carolina, and North Carolina)

with at least 25,000 residential units per contract. Services to be provided in the past five (5) years.” FCC currently has four existing contracts within these regions, limited to the following municipalities: Orange County, Florida, Palm Beach Solid Waste Authority (2 separate contracts, both of which exceed the “25,000 residential units per contract” requirement.), as well as Polk County Florida.

We are seeking clarification on whether or not the County would interpret the eligibility requirements of FCC as dependent on “government jurisdictions” versus “25,000 units per contract” ...”

**Answer:** The Palm Beach Solid Waste Authority represents a singular jurisdiction.

**Question #26:** Excerpt from letter dated 10/23/19: “...we humbly as for...a modest extension of the bid window for an additional 14 days...”

**Answer:** No.



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountycl.gov

November 6, 2019

### Commissioners

JIMBO JACKSON  
District 2  
Chairman

BRYAN DESLOGE  
District 4  
Vice Chairman

BILL PROCTOR  
District 1

RICK MINOR  
District 3

KRISTIN DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

NICK MADDOX  
At-Large

VINCENT S. LONG  
County Administrator

HERBERT W.A. THIELE  
County Attorney

RE: RFP Title: Waste Collection Services in Leon County  
Bid No: BC-11-15-19-01  
Bid Submission Date: November 15, 2019 at 2:00 PM  
**Opening Date for Price Proposals: November 21, 2019 at 10:00 AM**

### ADDENDUM #2

Dear Vendor:

This letter serves as Addendum #2 for the above referenced project. The following shall be added to the bid specifications:

1. Section II., B., Schedule of Events is revised to change the Opening Date for Price Proposals to November 21, 2019 at 10:00 AM.

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,

Shelly W. Kelley, PMP  
Purchasing Director



**LEON COUNTY GOVERNMENT**

**INVITATION TO BID (ITB)**

**for**

**Solid Waste Collection Services in Leon County**

**ITB Number: BC-11-15-19-01**

**Release Date: September 30, 2019**

## I. INSTRUCTIONS TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

- A. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and submitted in hard copy and electronically (flash drive or CD) in a sealed envelope. Price forms must be submitted in hard copy and electronically (flash drive or CD) in a **separate** sealed envelope. Address your sealed envelopes as follows:

*Bid No. BC-11-15-19-01  
Board of County Commissioners  
Leon County Purchasing Division  
1800-3 N. Blair Stone Road  
Tallahassee, Florida 32308*

- B. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
- C. Bid must contain an original, manual signature of an authorized representative of the company.
- D. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
- E. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
- F. If you are not submitting a bid but wish to remain on our bid list, please return the "Statement of No Bid" form and provide an explanation in detail where requested.
- G. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

## II. PROCUREMENT INFORMATION

### A. INTRODUCTION

#### 1. Purpose of ITB

Leon County requests bids from qualified Bidders for the award of an exclusive Franchise Agreement for Residential Collection Service and Commercial Collection Service within the entire unincorporated area of Leon County. The Scope of Services is defined in Section III and the draft Franchise Agreement provided in Attachment C. Terms used in this bid are as defined in Attachment C, Draft Franchise Collection Agreement.

## 2. Background

The County's current exclusive franchise agreement with Waste Pro includes the exclusive collection of residential solid waste, recyclable materials, yard debris, and bulky waste on a subscription basis, as well as the collection of commercial solid waste. Currently solid waste and recycling routes are predominantly serviced by automated side-loaders by discretion of the contractor. Currently an estimated 27,200 residents subscribe. Currently, approximately 400 customers receive medical Back Door service and 21 non-medical customers elect to pay for Courtesy Back Door service. A few locations are inaccessible to collection vehicles or have conditions such that collection vehicles cannot operate on the street. Although these units are provided Carts, they may require collection with a smaller collection vehicle or at a mutually agreed collection point. Residential carts, both solid waste and recycling, are owned by Leon County and are contractor provided and maintained. Current subscribers will retain existing County-owned carts. Residential waste and recycling carts are equipped with RFID technology, however it is required that all carts will undergo extensive quality control and verification during the Transition Period. Although not an exclusive service, the contractor also is required to offer a commercial recycling collection service. Currently there are an estimated 720 commercial accounts. The current agreement expires September 30, 2020.

Current residential collection service includes the following:

- Weekly collection of solid waste in contractor-provided and maintained 96-gallon carts. Additional waste may be placed curbside in bags.
- Weekly collection of single stream recyclable materials in contractor-provided and maintained 65-gallon carts on the same day as solid waste collection. Additional recyclables may be placed next to the cart.
- Weekly collection of containerized yard debris, or non-containerized yard debris piles no larger than six (6) feet in length by four (4) feet in height and four (4) feet in width. The new contract will be adjusted to clarify there will be no limit to the number of compliant piles. Yard debris will be collected on the same day as solid waste and recyclable materials. Yard debris containers are customer-provided and maintained.
- Bulky service is on-call pickup of bulky waste including but not limited to household furniture and white goods. Currently such service can occur anytime over the following seven (7) days of the customer request; requiring the customer to leave bulky items at the curb at the time the service request is made for up to seven days. The new contract will be adjusted to add clarity that the Contractor shall provide a 72-hour window of which the pick up will occur, and such service shall occur not later than seven days of the customer request.

The current contractor also provides collection services to a limited number of County Facilities at no cost to the County.

The contractor bills and collects payments from residential and commercial customers. Residential customers are billed quarterly for collection only; the County has a non-ad valorem assessment for disposal. The current contractor rate for residential subscription is \$14.02 per month. Commercial customers may be billed, for both collection and disposal, as frequently as monthly. The contractor remits a franchise fee to the County of five percent (5%) of gross revenues. Current service rates can be found in Attachment B.

The contractor delivers all materials to County-designated facilities

Provided below is the best information available regarding quantities of materials collected under the current contract during the last three years:

Year	Material (tons)			
	Solid Waste	Yard Debris	Recyclables	Class III
<b>Residential</b>				
<b>2016</b>	24,371	6,103	5,650	905
<b>2017</b>	24,539	6,489	6,041	1,106
<b>2018</b>	25,773	5,018	7,469	1,040
<b>Commercial</b>				
<b>2016</b>	15,768	NA	NA	NA
<b>2017</b>	15,165	NA	NA	NA
<b>2018</b>	16,558	NA	NA	NA

**B. SCHEDULE OF EVENTS**

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation (**Schedule of Events**). Leon County reserves the right to make changes or alterations to the schedule as the Leon County determines is in the best interests of the public. If any changes to the Schedule of Events are made, Leon County will post the changes on the Leon County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued and public meetings scheduled.** The website is: <http://www.leoncountyfl.gov/procurementconnect>.

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
September 30, 2019	<b>Release of the ITB</b>
<b>Not later than:</b> October 11, 2019 at 5:00 p.m.	<b>DEADLINE FOR PRE-BID MEETING QUESTIONS:</b> Date and time by which Pre-Bid Meeting Questions must be received in writing. While advanced submission of questions is strongly suggested, the County will also accept questions posed at the Pre-bid meeting.
October 17, 2019 at 10:00 a.m.	<b>MANDATORY PRE-BID MEETING:</b> Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.
<b>Not later than:</b> October 23, 2019 at 5:00 p.m.	<b>QUESTIONS/INQUIRIES DEADLINE:</b> Date and time by which written questions and inquiries regarding the ITB must be received by Leon County.
<b>Not later than:</b> November 15, 2019 at 2:00 p.m.	<b>BID SUBMISSION DUE DATE/OPENING OF TECHNICAL RESPONSE:</b> Date and time by which <b>Bid Submissions (Technical Response and Price Sheets)</b> must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308. NOTE: The Technical Response will be opened at this meeting. The Price Sheets will remain sealed, until publicly opened at the date specified below after the review of the Minimum Qualifications has been completed.
<b>Not later than:</b> November 15, 2019 at 3:00 p.m.	<b>REVIEW OF MINIMUM QUALIFICATIONS</b> Date and time by which bid submissions will be reviewed and evaluated to determine if the Minimum Qualifications are met.

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
<b>Not later than:</b> November 18, 2019 at 2:00 p.m.	<b>OPENING DATE FOR PRICE PROPOSALS:</b> Date and time by which <b>Price Proposals</b> for responsive bidders will be opened. The opening will be held at the Leon County Purchasing Division, 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

C. PRE-BID CONFERENCE

A **MANDATORY** Pre-Bid Conference is scheduled for Friday, October 17, 2019, at 10:00 AM, Eastern Standard Time. The Pre-Bid Conference will be held in the Purchasing Bid Room, 1800-3 N. Blair Stone Road, Tallahassee, Florida.

D. BID INFORMATION AND CLARIFICATION

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley or Geri Forslund, telephone (850) 606-1600; Fax (850) 606-1601; E-mail: [kelleys@leoncountyfl.gov](mailto:kelleys@leoncountyfl.gov) or [forslundG@leoncountyfl.gov](mailto:forslundG@leoncountyfl.gov). Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than seven days prior to the date for receipt of bids, they shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which the Bidder may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

E. ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

F. PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.



For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, lawyer, relative, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in Section 125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

**G. REGISTRATION**

Bidders obtaining solicitation documents from sources other than the Leon County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division (<http://www.leoncountyfl.gov/procurementconnect>) or may cause your submittal to be rejected as non-responsive.

**H. PREPARATION AND SUBMISSION OF BID**

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted.

**I. REJECTION OF BIDS**

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

**J. RECEIPT AND OPENING OF BIDS:**

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the tabulation sheet will be

made public and will posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect>. A vendor may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a vendor provided, stamped self-addressed envelope for their record.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records disclosure until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

**K. REVIEW OF MINIMUM QUALIFICATIONS**

Bidder submissions that were timely submitted and meet the initial responsible and responsiveness requirements will be further reviewed by an Evaluation Committee to determine if they meet the Minimum Qualifications identified in this solicitation. The County Administrator will appoint an Evaluation Committee to conduct the review. This review will be conducted at a public meeting at a date and time identified in the Schedule of Events.

Bidder submissions that are determined to have met the Minimum Qualifications will have their price proposals opened at the date and time listed above. Bidder submissions that are determined not to have met the Minimum Qualifications will be deemed non-responsive and not be eligible to have their price proposals opened.

**L. WITHDRAWAL OF BIDS**

Bids may be withdrawn by written or electronic request received from Vendors prior to the time fixed for opening. Negligence on the part of the Vendor in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

**M. AWARD OF BIDS/PROTESTS**

The bid/proposal will be awarded as soon as possible to the responsive, responsible bidder that offers the lowest cost for the residential service area as approved by the Board of County Commissioners. County reserves the right to waive any informality in bids/proposals and to award a bid/proposal in whole or in part when either or both conditions are in the best interest of Leon County.

All bids will first be reviewed for completeness and to confirm the Bidder has adequately documented that it meets the minimum qualifications specified in Section IV. A Bidder that does not meet the minimum qualifications shall be considered non-responsive and the Bidder's submittal may be eliminated from consideration.

The final Agreement is subject to the approval of the Board of County Commissioners.

Notice of the Intended Decision will be posted on the Leon County website at: <http://www.leoncountyfl.gov/procurementconnect> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of bid protest proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder complaint.

**N. PLANHOLDERS**

Planholders are vendors or persons who have either downloaded or requested a copy of the solicitation materials. As a convenience to bidders, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: <http://www.leoncountycl.gov/procurementconnect> by simply clicking the planholder link on the bottom left of the advertisement of the respective solicitation. A listing of the registered bidders with their telephone and fax numbers is designed to assist bidders in preparation of their responses.

**O. BID GUARANTEE**

Bids shall be accompanied by a \$50,000 bid guarantee which shall be in the form of a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, and no company or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of the subject contract and may be forfeited due to non-performance.

The check, bond, or bank draft shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw its bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days, the contractor may be deemed in to be in default. In such event, the contractor shall be liable to the County for the full amount of the default.

**P. OCCUPATIONAL LICENSES AND REGISTRATIONS:**

If the bidder is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

Failure to provide the above required documentation may result in the bid being determined as non-responsive.

**Q. UNAUTHORIZED ALIEN(S)**

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation or any work authorized thereunder. The County shall consider the

employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS.

**R. MINORITY/WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES**

1. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements
  - a. There is no Minority and Women Business Enterprise aspirational target prescribed for this solicitation.
  - b. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:
    - i. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
    - ii. Established targets designed to increase MBE and WBE utilization proportionate to documented under utilization.
    - iii. Provide increased levels of information and assistance available to MBE's and WBEs.
    - iv. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
  - c. **Each Bidder is strongly encouraged to secure MBE and WBE participation through the purchase of those goods or services when opportunities are available. For additional information regarding Leon County's Minority, Women and Small Business Enterprise Policy, or to obtain a listing of certified MWBE's, please contact Darryl Jones, Deputy Director for the Tallahassee/Leon County Office of Economic Vitality by telephone (850) 300-7567 or by email [DJones@oevforbusiness.org](mailto:DJones@oevforbusiness.org), LaTanya Raffington, MWSBE Coordinator by email at [lraffington@oevforbusiness.org](mailto:lraffington@oevforbusiness.org), or Shanea Wilks, MWSBE Coordinator by email at [swilks@oevforbusiness.org](mailto:swilks@oevforbusiness.org)**
2. Each bidder shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

**S. INSURANCE**

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to strictly comply with the insurance requirements, that bidder may be disqualified from award of the contract, or otherwise found non-responsive.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor' bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
- d. Pollution Liability Insurance and/or Environmental Impairment Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The coverage shall provide protection for the site owners and operators against third-party liability for bodily injury, property damage and cleanup cost as a result of a pollution event on, at, under or coming from the insured's covered location and/or which may arise from, or in connection with, the performance by the insured, its agents, representatives, employees and/or members.
- e. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
  - 1) The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - 2) The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained

by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- 4) The Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.
- b. Pollution Liability Insurance and/or Environmental Impairment Liability Insurance (County is to be named as an Additional Insured).
- c. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows:

*Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

#### **T. AGREEMENT**

After the bid award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The bidder will have fifteen calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

U. PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This provision in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

V. PENALTIES

*BIDS MAY BE REJECTED AND/OR BIDDER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:*

1. Failure to perform according to contract provisions.
2. Conviction in a court of law of any criminal offense in connection with the conduct of business.
3. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
4. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
5. Other reasons deemed appropriate by the Board of County Commissioners.

W. PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a bid in response to this solicitation, the bidder certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

X. IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied bidders have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached IDENTICAL TIE BID form. Failure to submit a completed form may result in the bid being determined as non-responsive.

Y. ETHICAL BUSINESS PRACTICES

1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
3. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

III. **SCOPE OF SERVICES**

Leon County requests bids from qualified Bidders for the award of a Franchise Agreement (Agreement) for Residential Collection Service and Commercial Collection Service within the entire unincorporated area of Leon County (Franchise Area). Residential Collection Service includes the collection of Solid Waste, Recyclables, Yard Debris, and Bulky Waste. Commercial Collection Service includes the collection of Solid Waste. Collection of commercial Recyclables is non-exclusive; however, the Contractor is required to provide Recyclables collection to Commercial Customers upon request. Commercial Collection Service does not include open-top Roll-off Collection Service as defined in Attachment C.

Definitions and expanded details on services to be provided can be found in Attachment C, Draft Franchise Agreement. The successful Bidder will be required to meet all terms and conditions of the Draft Franchise Agreement.

A. Minimum Qualifications

Bidders should have the financial capability to provide the equipment and sufficient resources needed to satisfactorily conduct the services required in this bid. At a minimum, the bidder shall meet or exceed the following requirements:

1. Bidder shall have at least five (5) years of experience providing solid waste collection services.
2. Bidder shall have provided residential collection service, including solid waste, recyclables, yard debris, and bulky, to at least four (4) government jurisdictions in the Lower Atlantic and Gulf Coast states (defined as Florida, Alabama, Louisiana, Mississippi, Texas, Georgia, South Carolina, and North Carolina) with at least 25,000 residential units per contract. Services to be provided in the past five (5) years.
3. Bidder shall have provided commercial collection service to at least two (2) government jurisdictions within the past five (5) years.



4. Bidder shall have an experienced senior management team. Each member of the senior management team shall have at least five (5) years experience in solid waste collection services. The senior management team is defined as the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions.
5. Bidder shall have the financial capability to provide the equipment and resources necessary to conduct the solid waste collection services required in this bid.
6. Bidder shall document that they are prepared to provide sufficient resources to service the solid waste collection services required for the Term of the Agreement (seven (7) years, beginning October 1, 2020 and ending on September 30, 2027),

**B. Agreement Term**

The selected Bidder (Contractor) shall begin collection services on October 1, 2020. The term of the Agreement shall be for a period of seven (7) years, thus expiring at the end of the day on September 30, 2027. At the sole option of the County, this Agreement may be renewed for a period of three (3) years at the same prices, terms and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. If the County determines that this contract will not be renewed, then it will provide the Contractor ninety (90) days notice of such determination.

**C. Residential Collection Service**

The County is seeking a change in its Residential Collection Service program. Residential Collection Services shall include the following and shall be provided on the same day of the week:

- Residential Solid Waste – once per week collection in 96-gallon Solid Waste Carts with RFID technology. Current customers have County-owned carts which will remain in circulation, Contractor will maintain carts.
- Residential Recyclables – once per week Single Stream collection in 65-gallon Recycling Carts with RFID technology. Current customers have County-owned carts which will remain in circulation, Contractor will maintain carts.
- Residential Yard Debris – once per week collection of containerized or non-containerized Yard Debris piles no larger than six (6) feet in length by four (4) feet in height and four (4) feet in width. There will be no limit to the number of compliant piles. Yard debris will be collected on the same day as solid waste and recyclable materials. Containers for Yard Debris are customer-provided and maintained. Contractor shall remove the Yard Debris from any plastic bag used as a container before placing the Yard Debris in the collection vehicle.
- Residential Bulky Waste – customer initiated on-call service, bulky items picked up within seven (7) days of request by a customer. Upon such customer request, the Contractor shall provide a 72-hour window of which the pick up will occur.

Residential carts, both solid waste and recycling, are owned by Leon County and are contractor provided and maintained. Current subscribers will retain existing County-owned carts. Responsibility to provide and maintain residential Solid Waste Carts and Recycling Carts shall rest with the Contractor until such time as the Agreement expires or terminates, at which time ownership of all initial and replacement residential Solid Waste Carts and Recycling Carts shall rest with the County.

Back Door collection of Solid Waste and Recyclables will be provided, at no additional cost to the Residential Customer or the County, where all residents of a dwelling unit are disabled as certified by a medical doctor. Upon request, Residential Customers that are not disabled may also receive Courtesy Back Door service, for an additional fee.

As directed by the County, the Contractor will provide, at no additional fee, collection service for up to ten (10) instances per year, for materials related to illegal dumping. No single instance shall be more than one (1) ton. As directed by the County, the Contractor will provide, at no additional fee, collection service for up to two (2) events per year, for materials related to community clean ups. No single instance shall be more than 2 (two) 20-yard containers. All Solid Waste, and Recyclables collected from illegal dumping or community events must be delivered to the Designated Facilities. The County shall waive any associated tip fees with solid waste and pay tip fees associated with recyclables.

The Contractor will also be required to provide solid waste and/or recycling collection service to certain County facilities at no cost to the County. These facilities are listed in Exhibit 7 of the Draft Agreement in Attachment C.

D. Commercial Collection Service

Commercial Collection Service includes collection of Solid Waste. The size of the commercial container and the collection frequency shall be determined by the Commercial Customer; however, the size of the container and the collection frequency shall be sufficient to ensure that no Solid Waste is placed outside the container, falls out of the container, or becomes a nuisance situation for the general public or other commercial entities.

Collection of commercial Recyclables is not intended to be exclusive to the Contractor; however, the Contractor will be required to provide collection of commercial Recyclables upon request, at not-to-exceed rates, that will be established in the Agreement.

E. Billing

Bidders will be responsible for billing all Residential Customers for collection service and Commercial Customers for collection and disposal. The County has a non-ad valorem assessment to fund disposal of residential waste.

F. Designated Facilities

The Successful Bidder will be responsible for the delivery of all Solid Waste and residential Yard Debris, Recyclables, and Bulky Waste collected pursuant to this solicitation to County-Designated Facilities. The current County-Designated Facilities are listed below; however, the County reserves the right to designate and include other facilities as it sees fit. Should the County designate a new facility that impacts the hauling cost or tipping fee, Leon County will be responsible for cost incurred for residential waste taken to the alternate site. The Successful Bidder will not be required to pay for processing or disposal of Residential Solid Waste, Yard Debris, Recyclables, or Bulky Waste.

1. Class I Waste: Gum Road Transfer Station, 4900 Gum Road, Tallahassee, FL.
2. Class III Waste: Marpan Recycling, 6020 Woodville Highway, Tallahassee, FL.

3. Yard Debris: Apalachee SWMF Facility, 7550 Apalachee Parkway, Tallahassee, FL.
4. Residential Recyclables: Marpan Recycling, 363 Marpan Lane. The Successful Bidder will not be responsible for processing and marketing Residential Recyclables and, therefore, will not receive a share of the recycling revenue.

G. Collection Vehicles and Fueling

The Bidder shall have collection equipment of sufficient capacity and size to permit the Bidder to adequately and efficiently perform its contractual duties. No collection vehicle (frontline or reserve) shall exceed three (3) years in age at the Commencement Date or ten (10) years in age at any point during the term of the Agreement. Equipment shall be obtained from nationally known and recognized manufacturers of solid waste collection and disposal equipment. All replacement vehicles shall be new equipment unless otherwise agreed to by the Administrator. At the Commencement Date, fifty percent (50%) of the Bidder's frontline collection vehicles shall utilize compressed natural gas (CNG). By September 30, 2023, one hundred percent (100%) of the Bidder's frontline collection vehicles shall utilize CNG.

H. Public Education

Promotion and education of County citizens about Recycling is critical to the success of the recycling program. At a minimum, the Bidder shall:

1. Contribute a yearly education and outreach fee of thirty-five thousand dollars (\$35,000) to support recycling and waste reduction education and sustainability outreach efforts.
2. Through the development and distribution of a Service Guide, provide information regarding collection procedures, days, and routes; service rates; regulations; and complaint procedures to all Residential and Commercial Customers at least once per year.

#### IV. BID SUBMISSION REQUIREMENTS

A. General Provisions

1. Technical Bid Response: Each Bidder shall supply one (1) **ORIGINAL, one (1) printed copy, and an electronic copy (on a flash drive or CD)** of the Technical Bid Response (Proposal) clearly marked BC-11-15-19-01 – Technical Response.
2. Price Sheet: Each Bidder shall supply **one (1) ORIGINAL, one (1) printed copy and an electronic copy (on a flash drive or CD)** of the Price Sheet clearly marked BC-11-15-19-01 – Price Sheet. The Price Sheet must be completed using the Excel spreadsheet provided as part of this solicitation. The Price Sheet must be filled out completely and in accordance with the instructions set forth in Section IV., B. 3. below.
3. Separately Sealed Packages: The Technical Response and the Price Sheet may be submitted within the same box or container as long as they are in SEPARATELY SEALED packages/envelopes and clearly identified as indicated above. Inclusion of any costs or pricing data in the Technical Response may result in rejection of the entire bid submission.
4. Due Date: ALL bid submissions must be received by the Purchasing Division by no later than the Bid Submission Due Date/Opening of Technical Response Date specified in Section II., B. Schedule of

Events. Proposals will be retained as property of the County. **The ORIGINAL of your Proposal must be clearly marked "Original" on its face and must contain an original, manual signature of an authorized representative of the responding firm or individual (Bidder).** All other copies may be photocopies. The contents of the Proposal of the successful Bidder will become part of the contractual obligations.

5. Proposal Binding: The Proposals are to be submitted bound by binder clips only. No manner of plastic, comb or wire bindings or staples are acceptable. All copies of proposals are to be printed double-sided, on paper with no less than 30% post-consumer recycled content. As part of Leon County's sustainability program, Leon County is reducing the excess paper, packaging, binders, and waste associated with submittals.
6. Submission Responsibility: The responsibility for submitting the Proposal to the Leon County Purchasing Division, and for the Leon County Purchasing Division receiving such Proposal by no later than the Opening Date, is solely that of the Bidder. Leon County shall in no way be responsible for delays in mail delivery or delays caused by any other occurrence.

**B. Bid Specific Provisions**

Each Bidder is requested to provide the following information using the same numbering/lettering scheme as the format below.

1. Bid Response Sheet
2. Bidder Qualifications/References/Bidder Information Form

A procurement award shall be made to the lowest responsive and responsible Bidder in a financial position and with the qualifications and experience to perform the collection services specified herein. The Bidder shall demonstrate it has the qualifications outlined in Section III., A. Minimum Qualifications by completing the Bidder Information Form and providing the following information:

- a. Bidder shall have experience providing residential and commercial solid waste collection services: At least four (4) references that can verify that the Bidder has completed or is currently working on substantially similar projects that demonstrate the requirements outlined in Section III. B., Items 1, 2, and 3. Additional references may be submitted in order to demonstrate the Bidder's ability to meet the experience requirements.
- b. Bidder shall have an experienced senior management team: Provide resume/bios for each member of the senior management team demonstrating the experience requirement.
- c. Bidder shall have the financial capability to provide the equipment and resources necessary: Bidder shall demonstrate that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project. Regarding the latter, Bidder should either indicate the entity that is providing internally generated funds and document that such funds are available and will be allocated for this purpose, or provide commitments from external sources indicating that an acceptable level of credit or resources will be available. If financial information provided is not to the County's satisfaction, the County reserves the right to request additional information.
- d. Bidder shall document that they are prepared to provide sufficient resources: Bidder shall provide a list of the estimated number of routes anticipated necessary to provide Residential Collection Service (noted by collection type: Solid Waste, Recyclables, and Yard Debris), the estimated

number of homes per route, service vehicles to be used (including type of vehicle, make model, and year), and personnel needed to service the routes.

- e. Bidder shall provide a description of all criminal actions against the Bidder and its senior management team during the last five (5) years. Bidder shall also document all civil actions, losses of service contracts, bid bond or performance bond claims, for jurisdictions in the Lower Atlantic and Gulf Coast states (defined as Florida, Alabama, Louisiana, Mississippi, Texas, Georgia, South Carolina, and North Carolina), during the last five (5) years. For each such occurrence, Bidder shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action. If there are no such actions, Bidder shall so state.

### 3. Price Form

All sections of the Price Form must be completed. Price Forms will not be considered complete unless pricing for all items is provided. Incomplete pricing sheets shall deem the bidder non-responsive. Bidders must provide pricing for Residential Collection Service. Bidders must provide pricing for Commercial Collection Service. Prices should include the five percent (5%) franchise fee, with the exception of Commercial Recycling Collection which is not exclusive to the Contractor. Price Forms must be submitted in hard copy in a separate sealed envelope at the same time as the Technical Bid Response.

### 4. Equal Opportunity/Affirmative Action Statement

### 5. Insurance Certification Form

Your attention is directed to the insurance requirements in Section II., R. Insurance, above. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your response. If a bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract. The successful bidder must provide the County with Certificates of Insurance at the time of contract execution and prior to the issuance of a purchase order.

### 6. Affidavit Certification Immigration Laws

### 7. Drug-Free Workplace Form

## V. CONTRACT PROVISIONS

The Draft Franchise Agreement is attached to this solicitation and labeled "Attachment C." By submission of a response to this solicitation, the Bidder agrees to comply with and execute a contract with the County in substantially the following form.

## VI. ATTACHMENTS

List of Attachments, which are attached to and made a part of this ITB:

- Attachment A – Bid Submission Forms
- Attachment B – Current Service Rates
- Attachment C – Draft Franchise Agreement

**BID RESPONSE SHEET**

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley  
Purchasing Director

Jimbo Jackson  
Chairman

This bid is submitted by the below named company/individual by the undersigned authorized representative.

	_____
	(Company Name)
BY	_____
	(Authorized Representative)
	_____
	(Printed or Typed Name and Title)
ADDRESS	_____
	_____
TELEPHONE	_____
FAX	_____
FEID or SSN	_____

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated _____	Initials _____
Addendum #2 dated _____	Initials _____
Addendum #3 dated _____	Initials _____
Addendum #4 dated _____	Initials _____
Addendum #5 dated _____	Initials _____

**BIDDER INFORMATION FORM**

Bidder shall complete this form to demonstrate it meets the minimum qualifications specified in Section IV. Bidder may attach any supplemental information necessary to make such demonstration. Pages of this form may be copied to provide additional reference information.

**1. Reference #1**

Company/Bidding Entity: \_\_\_\_\_

Municipal/County Contact: \_\_\_\_\_

Municipal/County Address: \_\_\_\_\_

Municipal/County Employee Responsible for Contract Compliance: \_\_\_\_\_

Above Employee's Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Term of Contract: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

**Residential Collection Service**

Services Provided within Contract (check all that apply)	Type of Service	Number of Units Served	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Manual Solid Waste				
<input type="checkbox"/>	Carted Solid Waste				
<input type="checkbox"/>	Manual Recycling				
<input type="checkbox"/>	Carted Recycling				
<input type="checkbox"/>	Yard Debris				
<input type="checkbox"/>	Bulky Waste				

**Commercial Collection Service**

Number of commercial customers: \_\_\_\_\_

Compactor container service provided ☐ YES ☐ NO

Commercial recycling collection provided ☐ YES ☐ NO

**2. Reference #2**

Company/Bidding Entity: \_\_\_\_\_

Municipal/County Contact: \_\_\_\_\_

Municipal/County Address: \_\_\_\_\_

Municipal/County Employee Responsible for Contract Compliance: \_\_\_\_\_

Above Employee's Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Term of Contract: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

**Residential Collection Service**

Services Provided within Contract (check all that apply)	Type of Service	Number of Units Served	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Manual Solid Waste				
<input type="checkbox"/>	Carted Solid Waste				
<input type="checkbox"/>	Manual Recycling				
<input type="checkbox"/>	Carted Recycling				
<input type="checkbox"/>	Yard Debris				
<input type="checkbox"/>	Bulky Waste				

**Commercial Collection Service**

Number of commercial customers: \_\_\_\_\_

Compactor container service provided ☐ YES ☐ NOCommercial recycling collection provided ☐ YES ☐ NO



**3. Reference #3**

Company/Bidding Entity: \_\_\_\_\_

Municipal/County Contact: \_\_\_\_\_

Municipal/County Address: \_\_\_\_\_

Municipal/County Employee Responsible for Contract Compliance: \_\_\_\_\_

Above Employee's Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Term of Contract: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

**Residential Collection Service**

Services Provided within Contract (check all that apply)	Type of Service	Number of Units Served	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Manual Solid Waste				
<input type="checkbox"/>	Carted Solid Waste				
<input type="checkbox"/>	Manual Recycling				
<input type="checkbox"/>	Carted Recycling				
<input type="checkbox"/>	Yard Debris				
<input type="checkbox"/>	Bulky Waste				

**Commercial Collection Service**

Number of commercial customers: \_\_\_\_\_

Compactor container service provided ☐ YES ☐ NOCommercial recycling collection provided ☐ YES ☐ NO

**4. Reference #4**

Company/Bidding Entity: \_\_\_\_\_

Municipal/County Contact: \_\_\_\_\_

Municipal/County Address: \_\_\_\_\_

Municipal/County Employee Responsible for Contract Compliance: \_\_\_\_\_

Above Employee's Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Term of Contract: Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

**Residential Collection Service**

Services Provided within Contract (check all that apply)	Type of Service	Number of Units Serviced	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Manual Solid Waste				
<input type="checkbox"/>	Carted Solid Waste				
<input type="checkbox"/>	Manual Recycling				
<input type="checkbox"/>	Carted Recycling				
<input type="checkbox"/>	Yard Debris				
<input type="checkbox"/>	Bulky Waste				

**Commercial Collection Service**

Number of commercial customers: \_\_\_\_\_

Compactor container service provided ☐ YES ☐ NOCommercial recycling collection provided ☐ YES ☐ NO

**5. Senior Management Team**

Bidder shall have an experienced senior management team. Each member of the senior management team shall have at a minimum five (5) years experience in solid waste collection services. The senior management team is defined as the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions.

	Resume/Bio Provided	Five (5) Years Experience
Chief Executive Officer: _____	<input type="checkbox"/> YES	<input type="checkbox"/> YES
Chief Operating Officer: _____	<input type="checkbox"/> YES	<input type="checkbox"/> YES
General Manager: _____	<input type="checkbox"/> YES	<input type="checkbox"/> YES

**6. Performance History**

Bidder shall check all that apply during the last five (5) years. For each item checked "yes," Bidder shall attach an explanation that includes the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal or civil charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action.

	Yes	No
Criminal action against the Bidder	<input type="checkbox"/>	<input type="checkbox"/>
Civil action (involving \$10,000 or more)	<input type="checkbox"/>	<input type="checkbox"/>
Loss of service contract	<input type="checkbox"/>	<input type="checkbox"/>
Bid bond claim	<input type="checkbox"/>	<input type="checkbox"/>
Performance bond claim	<input type="checkbox"/>	<input type="checkbox"/>

**7. Financial Capability**

Bidder has provided appropriate documentation to demonstrate the financial ability to provide the equipment and resources necessary to satisfactorily conduct the services requested.

☐ YES

**8. Resources**

Bidder shall demonstrate sufficient resources to provide the collection services required by listing the number of anticipated routes, number of homes serviced per route, types of vehicles, number of vehicles to be used for each service line of collection service (ie: solid waste; bulky; etc.) and number of personnel. Residential Customer numbers are estimates only for the purposes of this ITB.

(Assuming 27,200 Residential Customers)

Service	# Routes/ Day	# Days/ Week	# Customers/ Route	# Personnel/ Route	Vehicles (type, make, model, year, and number)
Solid Waste					
Recyclables					
Yard Debris					
Bulky Waste					

## PRICE FORM

### Waste Collection Services

Name of Prime Bidder:

The Contractor shall provide all labor and other resources necessary to provide the supplies, equipment, and services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Form, inclusive of all travel, equipment, materials, and any other related expenses (e.g., insurance and permits, overhead and fringe benefits, profit). Round prices to the nearest whole cent.

Bidder shall complete all yellow boxes.

#### Residential Service

##### Residential Collection Service

Item	Description	Unit	Rate
Residential Collection	Residential Collection Service includes: Solid Waste, Recyclables, Yard Debris, and Bulky Waste. Rate is for collection only (disposal is not included) and should include a 5% franchise fee.	Monthly fee per customer	\$

##### Additional Required Pricing

Item	Description	Unit	Rate – monthly fee per customer
Non-medical back door	Additional fee for non-medical back door service of solid waste and recycling. Rate is in addition to Residential Collection Service fee above.	Monthly fee per customer	\$

#### Commercial Service

Commercial Waste – Non-compaction. Collection fees include container rental and maintenance.

Item	Description	Unit	Rate
Non-compaction per cubic yard	Non-compacted Commercial Collection Service includes the collection of Solid Waste. Rate to include 5% franchise fee.	Per container cubic yard	\$

Commercial Waste – Compaction. Self-contained compactors may be owned by the customer or a rental fee may be negotiated between the customer and the Contractor. Pull charge does not include disposal. The Contractor shall pay the actual tip fee at the County-designated facility.

Item	Description	Unit	Rate
Compaction pull charge – 20 cubic yards	Pull charge per 20 cubic yard compactor,	Per pull	\$
Compaction pull charge – 30 cubic yards	Pull charge per 30 cubic yard compactor	Per pull	\$
Compaction pull charge – 40 cubic yards	Pull charge per 40 cubic yard compactor	Per pull	\$

## Commercial Waste - Small volume, 95-gallon cart

# of carts	Weekly pick-ups	Unit	Rate
One	One	Per month	\$
Two	One	Per month	\$
Three	One	Per month	\$
Additional 95-gallon cart	One	Per additional cart, per month	\$

Commercial Recycling – Bidder to provide the not-to-exceed commercial recycling fees it will charge Commercial Customers requesting recycling service. The selected bidder (Contractor) shall provide this service on a non-exclusive basis. Contractor may charge less than these prices, but may not charge more. All rates assume weekly collection service.

Container size	Unit	Paper	Comingled Containers	Single Stream Recyclables
65-gallon cart (first 100 carts no charge to customer)	Per Month	\$	\$	\$
2 cubic yard dumpster	Per Month	\$	\$	\$
4 cubic yard dumpster	Per Month	\$	\$	\$
6 cubic yard dumpster	Per Month	\$	\$	\$
8 cubic yard dumpster	Per Month	\$	\$	\$

NOTE: Pricing for all Items must be provided in order for the bid submission to be complete. If any pricing is omitted or the pricing sheet is incomplete, the bid will be deemed non-responsive.

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

**AFFIDAVIT CERTIFICATION**  
**IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

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

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

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

***LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.***



## INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurances sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Commercial General  
Liability:

Indicate Best Rating: \_\_\_\_\_  
Indicate Best Financial Classification: \_\_\_\_\_

Business Auto:

Indicate Best Rating: \_\_\_\_\_  
Indicate Best Financial Classification: \_\_\_\_\_

Professional Liability:

Indicate Best Rating: \_\_\_\_\_  
Indicate Best Financial Classification: \_\_\_\_\_

Pollution Liability and/or  
Environmental Impairment  
Liability:

Indicate Best Rating: \_\_\_\_\_  
Indicate Best Financial Classification: \_\_\_\_\_

Umbrella:

Indicate Best Rating: \_\_\_\_\_  
Indicate Best Financial Classification: \_\_\_\_\_

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Indicate Best Rating: \_\_\_\_\_  
Indicate Best Financial Classification: \_\_\_\_\_

If answer is NO, provide name and address of insurer:

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

2. Is the Respondent able to obtain insurance in the following limits (next page) for this professional services agreement?

☐ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -  
General Liability & Automobile Liability, Pollution Liability and/or Environmental Impairment Liability

Primary and not contributing coverage-  
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability, Pollution Liability and/or Environmental Impairment Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name \_\_\_\_\_  
Typed or Printed

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_  
(Company Risk Manager or Manager with Risk Authority)

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

---

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under response/bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response/bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

Responder's Signature

---

Date

## ATTACHMENT B – CURRENT SERVICE RATES, as of August 2019

**Residential Rates:**     \$14.02 monthly / \$42.06 quarterly

**Commercial Rates:**

<b>Solid Waste Front Load</b>						
<b>Frequency/Week</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>2 cy yard</b>	\$ 58.51	\$ 117.01	\$ 175.53	\$ 234.03	\$ 288.47	\$ 346.15
<b>4 cy yard</b>	\$ 117.01	\$ 234.02	\$ 351.03	\$ 468.05	\$ 585.06	\$ 702.08
<b>6 cy yard</b>	\$ 175.53	\$ 297.73	\$ 526.56	\$ 702.08	\$ 881.65	\$ 1,053.11
<b>8 cy yard</b>	\$ 234.02	\$ 468.05	\$ 702.08	\$ 936.10	\$ 1,170.12	\$ 1,404.14

<b>Additional Frequency: Service Fee</b>	
<b>2 Yard</b>	\$ 58.51
<b>4 Yard</b>	\$ 117.01
<b>6 Yard</b>	\$ 175.53
<b>8 Yard</b>	\$ 234.02
<b>Delivery Fee</b>	\$ 50.00
<b>Relocate Fee</b>	\$ 50.00

<b>Recycle Rates</b>	<b><u>1x</u></b>
2yd	\$ 60.85
4yd	\$ 81.13
6yd	\$ 101.41
8yd	\$ 121.70

## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

### Table of Contents

<b>ARTICLE 1</b>	<b>GENERAL INFORMATION .....</b>	<b>35</b>
1.1	TERM.....	35
1.2	DEFINITIONS.....	35
<b>ARTICLE 2</b>	<b>GENERAL DESCRIPTION OF CONTRACTOR'S SERVICES .....</b>	<b>40</b>
2.1	EXCLUSIVE AND NON-EXCLUSIVE SERVICES .....	40
2.2	HOURS OF COLLECTION .....	41
2.3	SCHEDULES AND ROUTES .....	41
2.4	OFFICE .....	41
2.5	DISASTERS .....	42
2.6	HOLIDAYS .....	43
2.7	COUNTY-DESIGNATED FACILITIES .....	43
2.8	MIXING OF LOADS OR MATERIALS .....	43
2.9	TRANSITION PRIOR TO COMMENCEMENT OF SERVICE .....	44
2.10	TRANSITION AT END OF AGREEMENT .....	45
<b>ARTICLE 3</b>	<b>RESIDENTIAL COLLECTION SERVICE .....</b>	<b>45</b>
3.1	RESIDENTIAL SOLID WASTE .....	45
3.2	RESIDENTIAL RECYCLABLES .....	46
3.3	RESIDENTIAL YARD DEBRIS .....	46
3.4	RESIDENTIAL BULKY WASTE .....	47
3.5	BACK DOOR COLLECTION .....	47
3.6	CONTAINERS AND CARTS .....	48
3.7	NON-COLLECTION PROCEDURES.....	49
<b>ARTICLE 4</b>	<b>COMMERCIAL COLLECTION SERVICE .....</b>	<b>50</b>
4.1	COMMERCIAL SOLID WASTE .....	50
4.2	NON-EXCLUSIVE COMMERCIAL RECYCLING.....	50
<b>ARTICLE 5</b>	<b>ADDITIONAL SERVICES .....</b>	<b>50</b>
5.1	COLLECTION SERVICES TO COUNTY FACILITIES .....	50
5.2	PUBLIC EDUCATION .....	50
<b>ARTICLE 6</b>	<b>QUALITY OF SERVICE .....</b>	<b>51</b>
6.1	MANNER OF COLLECTION .....	51
6.2	SUPERVISORS.....	52
6.3	PERSONNEL.....	52
6.4	EQUIPMENT .....	53
6.5	FUEL.....	54
<b>ARTICLE 7</b>	<b>RECORD KEEPING AND REPORTING .....</b>	<b>54</b>
7.1	RECORD KEEPING .....	54
7.2	REPORTING .....	54
<b>ARTICLE 8</b>	<b>RATES AND BILLING.....</b>	<b>56</b>
8.1	RATE SCHEDULE .....	56
8.2	RESIDENTIAL BILLING PROCEDURES.....	56
8.3	COMMERCIAL BILLING PROCEDURES .....	56
8.4	INVOICE REQUIREMENTS.....	56
8.5	ADJUSTMENTS TO RESIDENTIAL RATES.....	56
8.6	ADJUSTMENTS TO COMMERCIAL RATES .....	57

## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

8.7	CHANGE IN LAW ADJUSTMENTS .....	57
8.8	FRANCHISE FEES.....	58
<b>ARTICLE 9</b>	<b>PERFORMANCE .....</b>	<b>58</b>
9.1	GENERAL PERFORMANCE REQUIREMENTS .....	58
9.2	COMPLAINTS AND RESOLUTION.....	59
9.3	LIQUIDATED DAMAGES.....	59
9.4	DEFAULT .....	63
9.5	DISPUTE .....	64
9.6	TERMINATION.....	65
9.7	FORCE MAJEURE.....	65
<b>ARTICLE 10</b>	<b>OTHER TERMS AND CONDITIONS.....</b>	<b>65</b>
10.1	INDEPENDENT CONTRACTOR.....	65
10.2	SUBCONTRACTORS.....	65
10.3	GUARANTEE .....	65
10.4	PERMITS AND LICENSES .....	66
10.5	PERFORMANCE BOND .....	66
10.6	INSURANCE .....	66
10.7	OWNERSHIP .....	68
10.8	COMPLIANCE WITH LAWS AND REGULATIONS .....	68
10.9	INDEMNIFICATION .....	68
10.10	WAIVER OF JURY TRIAL .....	68
10.11	SOVEREIGN IMMUNITY .....	68
10.12	VENUE .....	68
10.13	DRUG FREE WORKPLACE .....	68
10.14	ASSIGNMENT AND SUBLETTING .....	68
10.15	NOTICES.....	69
10.16	SEVERABILITY.....	69

### EXHIBITS

- Exhibit 1 – Bid Document # BC-11-15-19-01
- Exhibit 2 – Vendor Submitted Bid Document
- Exhibit 3 – Residential Rates (Awarded Vendor's Rates)
- Exhibit 4 – Commercial Rates (Awarded Vendor's Rates)
- Exhibit 5 – Solid Waste Cart and Recycling Card Specifications
- Exhibit 6 – RFID Specifications
- Exhibit 7 – Collection Service at County Facilities
- Exhibit 8 – Calculation of Annual CPI and Fuel Adjustment to Rates

## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

This Agreement is dated this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Leon County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and \_\_\_\_\_ of Florida, hereinafter referred to as the "Contractor."

WHEREAS the County has determined that it would be in the best interests of the citizens of Leon County, Florida, that the County be able to utilize, by means of an exclusive franchise agreement, the establishment of solid waste collection services, where such services cannot reasonably be provided by the County at this time; and

WHEREAS on \_\_\_\_\_, 2019 the County published an Invitation to Bid (ITB) for the purposes of selecting an exclusive franchisee to provide solid waste collection services; and

WHEREAS the bid submitted by the Contractor was deemed by the County to be in the best interests of the County;

NOW, THEREFORE, in consideration of the premises and covenants hereto contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by each party, the County and the Contractor hereto mutually agree as follows:

### ARTICLE 1 GENERAL INFORMATION

#### 1.1 Term

- 1.1.1 Initial Term: The term of this Agreement shall be for a period seven (7) years, beginning October 1, 2020 and ending on September 30, 2027.
- 1.1.2 Renewal: At the sole option of the County, this Agreement may be renewed for a period of three (3) years at the same prices, terms and conditions. The County alone will determine whether or not this renewal option will be exercised based on its convenience and its best interest. If the County determines that this contract will not be renewed, then it will provide the Contractor ninety (90) days notice of such determination.

#### 1.2 Definitions

- 1.2.1 **Administrator or County Administrator:** Shall mean the County Administrator of Leon County, Florida, or their designee.
- 1.2.2 **Agreement or Contract:** Shall mean this Franchise Agreement executed by the County and the Contractor for the performance of the Work. The words Contract and Agreement may be used interchangeably.
- 1.2.3 **Authorized Representative:** Shall mean any representative of the County, whether or not a County employee, designated as the County's Authorized Representative for the purposes of this Agreement either in a provision of these specifications or in written communication from the County Administrator to the Contractor.
- 1.2.4 **Back Door:** Shall mean any physical location for the placement of Solid Waste or Recyclables on the Customer's property intended for residential service collection and disposal that is not "curbside/roadside." Back Door locations need not be visible from the street but shall be accessible to the Contractor for collection. Accessible means within 200 feet of the road, not inside an enclosure, not behind a gate and not in a fenced area. Customers are responsible for placing Carts in an accessible location prior to collection.

## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

- 1.2.5 **Biomedical Waste:** Shall mean any solid or liquid waste which may present a threat of infection to humans, including non-liquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded Sharps. The following are also included: Used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; and absorbent materials saturated with blood or blood products that have dried. Non- absorbent, disposable devices that have been contaminated with blood, body fluids, or secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.
- 1.2.6 **Biological Waste:** Shall mean solid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biomedical Waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.
- 1.2.7 **Bulky Waste:** Shall mean items whose large size or weight, greater than that allowed in a solid waste cart, precludes or complicates their handling by normal collection, processing, or disposal methods. Bulky waste shall not include electronics such as televisions and computers, but may include white goods.
- 1.2.8 **Commencement Date:** Shall mean the date the Contractor begins to provide collection services pursuant to this Agreement.
- 1.2.9 **Commercial Collection Service:** Shall mean the collection and transportation of Solid Waste by the Contractor from commercial property to the County-Designated Facility.
- 1.2.10 **Commercial Customer:** Shall mean any commercial establishment receiving Commercial Collection Service pursuant to this agreement.
- 1.2.11 **Commercial Property:** Shall mean all improved property other than residential property.
- 1.2.12 **Complaint:** Shall mean each written or orally communicated statement, whether to County or Contractor, made by any Person including County staff, customer or resident, alleging non-performance, or deficiencies in Contractor's performance, of its duties under this Agreement; or a violation of this Agreement by Contractor.
- 1.2.13 **Construction and Demolition (C&D) Debris:** Shall mean discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project; clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in section 403.707(9)(j), F.S., yard trash and unpainted, non-treated wood scraps from sources other than construction or demolition projects; scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial



## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

facilities and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

- 1.2.14 **Contract Year:** Shall mean October 1, 2020 through September 30, 2021, and each twelve (12) month period thereafter during the term of the Agreement.
- 1.2.15 **Contractor or Vendor:** Shall mean the person, firm, corporation, organization or agency with which the County has executed this Agreement for performance of the Work or supply of equipment or his or her duly authorized representative.
- 1.2.16 **County:** Shall mean the Board of County Commissioners of Leon County, Florida or an Authorized Representative.
- 1.2.17 **County-Designated Facilities:** Shall mean those facilities designated by the County for delivery of Solid Waste, Recyclable Materials, Yard Debris, and Bulky Waste collected by the Contractor pursuant to this Agreement.
- 1.2.18 **Customer:** Shall mean all residences and commercial establishments which receive collection service pursuant to this Agreement.
- 1.2.19 **Curbside/Roadside:** Shall mean the designated physical location for the placement of Solid Waste, Recyclables, Yard Debris, or Bulky Waste accumulations intended for Residential Collection Service. This designated location shall be as near as possible to the traveled streets. The intention of a Curbside/Roadside designation is to allow collection by the Contractor's personnel in a rapid manner with minimal walking or reaching. In all cases, the Administrator shall have the authority to approve or specify the precise location for such Curbside/Roadside placement.
- 1.2.20 **Disaster Debris:** Shall mean yard debris, white goods, household Hazardous waste, electronics, vessels, vehicles, as specifically defined in the County's separate Debris Removal Contract, which may be amended from time to time.
- 1.2.21 **Effective Date:** Shall mean the date upon which this Agreement has been signed by the County and the Contractor.
- 1.2.22 **Franchise Area:** Shall mean the entire unincorporated area of Leon County.
- 1.2.23 **Garbage:** Shall mean all kitchen and table food waste and/or animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials.
- 1.2.24 **Hazardous Waste:** Shall mean solid waste, or a combination of solid wastes, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human or animal health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. The term does not include human remains that are disposed of by persons licensed under Chapter 470, Florida Statutes.

## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

- 1.2.25 **Household Furniture:** Shall mean all movable, compactable articles or apparatus, such as chairs, tables, sofas, mattresses, etc., for equipping a house.
- 1.2.26 **Infectious Waste:** Shall mean those wastes which may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.
- 1.2.27 **Landfill:** Shall mean any solid waste disposal facility, which is an area of land or an excavation where wastes are or have been placed for disposal, for which a permit, other than a general permit, is required by s. 403.707, Florida Statutes. This term shall not include: (a) a land spreading site; (b) a surface impoundment; (c) an injection well defined under and subject to the provisions of Chapter 62-528, F.A.C.; or (d) a construction and demolition debris disposal site regulated by Rule 62-701.730. F.A.C.
- 1.2.28 **Radio Frequency Identification or RFID:** Shall mean a data collection technology that uses radio-frequency electromagnetic fields to transfer data from a tag attached to or embedded in an object for the purposes of automatic identification and tracking.
- 1.2.29 **Recovered Materials:** Shall mean metal, paper, glass, plastic, textile, or rubber that have known recycling potential, can be feasibly recycled, and have been diverted and source separated or have been removed from the solid waste stream for sale, use or reuse, as raw materials, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. Recovered materials as described above are not solid waste.
- 1.2.30 **Recovered Materials Processing Facility:** Shall mean a facility engaged solely in the storage, processing, resale or reuse of Recovered Materials. Such a facility is not a Solid Waste Management Facility if it meets the conditions of Rule 62-701.220(2)(c) F.A.C.
- 1.2.31 **Recyclable Materials or Recyclables:** Shall mean those materials which are capable of being recycled and which would otherwise be processed or disposed of as solid waste.
- 1.2.32 **Recycling:** Shall mean any process by which solid waste, or materials which otherwise become solid waste, are collected, separated, or processed and reused or returned to use in the form of raw materials or products.
- 1.2.33 **Recycling Cart:** Shall mean a 65-gallon capacity roll-cart with hinged lid and designed for automated collection.
- 1.2.34 **Refuse:** Shall mean both Household Waste and Garbage or a combination or mixture of Household Waste and Garbage, excluding Recovered Materials, Special Waste and Yard Debris.
- 1.2.35 **Residential Collection Service:** Shall mean the collection and transportation of Solid Waste, Recyclable Materials, Yard Debris, and Bulky Waste from Residential Customers by the Contractor to County-Designated Facilities.

## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

- 1.2.36 **Residential Customer:** Shall mean a resident receiving Residential Collection Service pursuant to this Agreement. It shall mean only those Residential Properties that subscribe for service.
- 1.2.37 **Residential Property:** Shall mean all improved property which is used as single-family dwelling units and condominium, and multi-family dwelling units consisting of less than ten units within the same building.
- 1.2.38 **Roll-off Collection Services:** Shall mean the collection of Construction and Demolition Debris utilizing an open-top roll-off container, which is placed at a remote site for the collection of Construction and Demolition Debris and then is transported to a Solid Waste Management Facility.
- 1.2.39 **Service Guide:** Shall mean a booklet or brochure that described the Contractor's services, including but not limited to collection procedures, days, and routes; service rates; regulations; and complaint procedures.
- 1.2.40 **Sharps:** Shall mean those Biomedical Wastes which as a result of their physical characteristics are capable of puncturing, lacerating or otherwise breaking the skin when handled.
- 1.2.41 **Single Stream:** Shall mean that Recyclable Materials are collected commingled, paper and containers placed in the same recycling receptacle, with no sorting required by the customer.
- 1.2.42 **Sludge:** Shall mean and includes the accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including waste water treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar waste disposal appurtenances.
- 1.2.43 **Solid Waste:** For purposes of this Agreement shall mean and include Refuse, Garbage, and Household Trash. It does not include Electronics, Infectious Waste, Hazardous Waste, Biomedical Waste, Biological Waste, or Sludge.
- 1.2.44 **Solid Waste Cart:** Shall mean a 96-gallon capacity roll-cart with hinged lid and designed for automated collection.
- 1.2.45 **Solid Waste Management Facility:** Shall mean any solid waste disposal area, volume reduction plant, transfer station, materials recovery facility, or other facility, the purpose of which is resource recovery or the disposal, recycling, processing, or storage of solid waste. The term does not include recovered materials processing facilities which meet the requirements of Rule 62-701.220(2)(c)F.A.C., except the portion of such facilities, if any, that is used for the management of solid waste.
- 1.2.46 **Special Service:** Shall mean any collection or disposal service provided which exceeds the Uniform Level of Service provided under commercial or residential service systems and for which a special charge is applied.
- 1.2.47 **Special Wastes:** Shall mean solid wastes that can require special handling and management, including, but not limited to, asbestos, White Goods, waste tires, used oil, lead-acid batteries, Construction and Demolition Debris, ash residue, Yard Debris, Biological Wastes, and mercury-containing devices.

## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

- 1.2.48 **Subcontractor:** Shall mean any person, firm or corporation other than the Contractor supplying labor or materials for Work being performed under this Agreement.
- 1.2.49 **Transfer Station:** Shall mean a facility for the primary purpose of temporarily storing, processing, screening and transferring of solid waste for transport to a disposal facility.
- 1.2.50 **Uniform Level of Service:** Shall mean collection and disposal of any and all Garbage and trash, whether commercial or residential, which conforms to the preparation and storage requirements of this Agreement.
- 1.2.51 **Waste Container:** Shall mean and include any light gauge steel, plastic, or galvanized receptacle, closed at one end and open at the other, having two (2) handles upon sides of can or bail by which it may be lifted and shall have a tight-fitting top, or any other metal or plastic container not more than 55 gallon capacity which has handles or bails for lifting.
- 1.2.52 **White Goods:** Shall mean inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.
- 1.2.53 **Work:** Shall mean any work, services, materials, parts or equipment furnished under the Agreement.
- 1.2.54 **Yard Debris:** Shall mean vegetative plant matter resulting from landscaping maintenance and land-clearing operations and includes, but is not limited to, materials such as tree and shrub trimmings, grass clippings, palm fronds, and natural Christmas trees.

### ARTICLE 2 GENERAL DESCRIPTION OF CONTRACTOR'S SERVICES

#### 2.1 Exclusive and Non-Exclusive Services

- 2.1.1 The Contractor is granted an exclusive franchise to provide Residential Collection Service, as defined herein, within the Franchise Area. There shall be no charge to the Contractor for the processing or disposal of Solid Waste, Yard Debris, Recyclable Materials, or Bulky Waste that is collected from Residential Customers and delivered to County-designated facilities.
- 2.1.2 The Contractor is granted an exclusive franchise to provide Commercial Collection Service, as defined herein, within the Franchise Area. The Contractor shall be responsible for paying for processing or disposal of Solid Waste collected from Commercial Customers.
- 2.1.3 The Contractor is not granted the exclusive right to collect Recyclable Materials from Commercial Customers, but must provide this service upon request of the Customer at a price not to exceed that which is provided in the bid (Exhibit 4). All Recyclable Materials shall be delivered to a permitted recycling facility.
- 2.1.4 The Contractor is not granted the exclusive right to provide Roll-Off Collection Services or to collect any solid waste for which there is no permitted disposal or storage facility in Leon County, commercial Yard Debris, or commercial Special Waste. The Contractor may provide these services at competitive rates that shall not be controlled by this Agreement.
- 2.1.5 The Contractor shall not collect Special Wastes (except White Goods and other items included in residential Bulky Waste and Yard Debris), Infectious waste, Hazardous Waste, Biomedical Waste, Biological Waste or Sludge as part of the services provided pursuant to this Agreement, but may

## **ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE**

offer such service in the Franchise Area. All such collection and disposal for those types of waste set forth in this provision, when done by the Contractor, shall be in strict compliance with all federal, state and local laws and regulations.

- 2.1.6 The Contractor shall provide, at its own expense, all labor, insurance, supervision, machinery and equipment, building, trucks and any other tools, equipment, accessories and items necessary to maintain the standard of collections set forth herein.

### **2.2 Hours of Collection**

- 2.2.1 Residential Collection Service shall begin no earlier than 6:30 a.m. and shall cease no later than 7:00 p.m. Routine residential route service shall occur Monday through Friday. A route shall be deemed incomplete if twenty (20) or more customers on the route did not receive regularly-scheduled collection services. Commercial Collection Service may occur at any time of day/night, provided the Contractor's activities do not cause disturbances to residents.
- 2.2.2 In the event of an emergency, collection may be permitted at times not allowed by this provision, provided the Contractor has received prior approval from the Administrator, to be later evidenced by a written memorandum confirming the approval. Should the Contractor not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the Contractor had not obtained such approval. No collection shall occur on Sundays or on holidays as designated in Section 2.6, except in a time of emergency, or to maintain a regular schedule due to those holidays.

### **2.3 Schedules and Routes**

- 2.3.1 The Contractor shall provide the Administrator with routes and schedules for all Residential Collection Service. Routes shall be available in a format offering a per address basis, and such information shall be kept current. The Contractor shall provide Customers notification of the schedules two weeks prior to the commencement of service.
- 2.3.2 The County reserves the right to deny the Contractor's vehicles access to streets, alleys and public ways inside the County.
- 2.3.3 No permanent change in routes or schedules that will alter the day of service may be made without the written consent of the Administrator. If any changes in the collection routes occur, the Administrator shall be immediately notified in writing. Customers which are impacted by a change in route shall be individually notified at minimum of seven (7) days prior to the effective date of such route or schedule change.
- 2.3.4 If any temporary delays in the route are greater than one service day, the Contractor shall provide notice to the Administrator within two hours of known delay; and Customers impacted by route delay shall be notified by close of business of their regularly scheduled day.
- 2.3.5 The Contractor shall acknowledge that at various times during the year, the quantity of Solid Waste, recyclables, bulk waste, and yard debris to be disposed of is materially increased by an influx of visitors, minor weather disturbances, or seasonal events. This additional load is not justification for the Contractor to fail to maintain the required collection schedules and routes.

### **2.4 Office**

The Contractor shall establish and maintain an office within Leon County where complaints can be received

## **ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE**

by phone, electronic mail, or in person. The office shall be equipped with sufficient telephones and staff, and shall have a responsible person in charge during business hours. The ability to serve Spanish speaking customers either by Contractor staff or language services line shall be made available when needed and upon request. The office shall be open during normal business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. to 12:00 noon on Saturday. The address, phone number and hours shall be published within the Service Guide at minimum. A phone number secured by the County (850-606-1899) will be ported to the Contractor's office located within Leon County. This phone number is to serve as the published phone number for the Contractor to provide continuity for Leon County customers.

### **2.5 Disasters**

- 2.5.1 In the event of a hurricane, tornado, major storm, or other disaster, natural or man-made, the Administrator may grant, in writing, the Contractor reasonable variance from regular schedules and routes. The Contractor shall advise the Administrator of the estimated time required before regular schedules and routes can be resumed. As soon as practicable after such event, as deemed by the Administrator, the Contractor shall reestablish regular schedules and routes for collection service.
- 2.5.2 The County has a separate contract for disaster debris management service. Should the debris management service be activated, the Contractor's corresponding line of service such as yard debris or bulky may be suspended by written notice of the Administrator. The Administrator will provide a minimum of 36 hours written notice for the Contractor to reestablish regular schedules and routes for collection service.
- 2.5.3 For debris outside of the terms of routine service, the County may request the Contractor to collect disaster debris within an area specified by the County. In the event of a hurricane, tornado, major storm, or other disaster, natural or man-made, the Contractor may be required to obtain additional equipment, employ additional personnel, or work employees overtime hours, including Saturday and Sunday, to clean up resulting debris. To prepare for such events, the Contractor shall provide the County with a Disaster Preparedness Plan no later than 30 days prior to Commencement, and an update of the prior year's approved plan by June 1st of each year, which is subject to the approval of the County Administrator. The Disaster Preparedness Plan shall include plans for securing additional personnel and equipment and will be paid at the rate included in the County debris removal contract for collection services associated with the cleanup of natural disasters or other emergencies.
- 2.5.4 The Contractor shall provide services during declared emergencies when requested by the County. The County, or its designated representative, will be assigned to every Contractor crew to adequately monitor debris collection and ensure no pick up of unauthorized debris by the Contractor unless directed by the County. The Contractor will be compensated for such services, according to the primary debris removal contract rate schedule approved by the County in the Disaster Preparedness Plan, provided the Contractor's invoices are properly prepared.
- 2.5.5 Upon written authorization by the Administrator, the Contractor shall collect disaster debris in an agreed upon area for a specified period of time and shall deliver such disaster debris to a location designated by the County.
- 2.5.6 The Administrator will determine whether or not the Contractor shall require additional equipment and hire extra crews to service debris and refuse resulting from the storm or disaster. When it is determined by the Administrator that the Contractor shall require additional equipment and hire extra crews the Contractor shall work with the Administrator in all reasonable ways for the efficient and rapid cleanup of debris and refuse.

## **ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE**

- 2.5.7 The County may require the Contractor, at no additional service rate, to continue operations of residential solid waste, recyclables, yard debris, and bulky services for those items which abide by specifications as referenced in Sections 3.1, 3.2, 3.3, and 3.4 so long as the volume of such material does not require the Contractor to obtain additional equipment, employ additional personnel, or work employees overtime hours.
- 2.5.8 As deemed necessary a communication plan will be developed by the Administrator and jointly communicated to customers by both the County and the Contractor.
- 2.5.9 At the discretion of the Administrator, terms for Liquidated Damages may be suspended or altered on a temporary basis during disaster recovery. Terms of such adjustments must be provided in writing by the Administrator.
- 2.5.10 Nothing herein shall require the County to utilize the services of the Contractor to collect disaster debris, or to prevent the County from contracting with other parties to perform all or a portion of such work.

### **2.6 Holidays**

- 2.6.1 Residential Collection Service shall not be provided on the following holidays unless written notice is provided by the Administrator: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other County holiday as designated in writing by the Administrator.
- 2.6.2 For the week in which the holiday occurs, collection shall be one day following the normally scheduled collection day for the days following the holiday during that week.

### **2.7 County-Designated Facilities**

- 2.7.1 The County shall, at all times, hold title and ownership to all Solid Waste and residential Recyclables, Yard Debris, and Bulky Waste collected by the Contractor pursuant to this Agreement. The Contractor shall deliver all Solid Waste, Bulky Waste, Yard Debris, and Recyclable Materials collected pursuant to this Agreement to County-Designated Facilities. The County-Designated Facilities are as specified below, but may be changed by the Administrator during the term of the Agreement.
- Solid Waste: Gum Road Transfer Station, 4900 Gum Road, Tallahassee, Florida 32304
  - Bulky Waste: Marpan Recycling, 6020 Woodville Highway, Tallahassee, Florida, 32305
  - Yard Debris: Apalachee Solid Waste Management Facility, 7550 Apalachee Parkway, Tallahassee, Florida, 32311
  - Recyclables: 363 Marpan Lane, Tallahassee Florida, 32305
- 2.7.2 In the event a County-Designated Facility is closed on a work day or rendered inoperable, the Contractor may transport and deliver Solid Waste, Yard Debris, Recyclable Materials, or Bulky Waste to any legally permitted Solid Waste Management Facility or Recovered Materials Management Facility to receive such materials, with the prior written approval of the Administrator. Such facility may be in the region but across state lines.

### **2.8 Mixing of Loads or Materials**

- 2.8.1 The Contractor shall collect Solid Waste, Yard Debris, Recyclables, and Bulky Waste generated in the County separate from any materials generated in another jurisdiction. No material generated in

## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

another jurisdiction shall be delivered to the Transfer Station or the Solid Waste Management Facility without prior written request and authorization.

- 2.8.2 The Contractor shall not combine loads of Solid Waste, Yard Debris, Recyclables, and Bulky Waste generated by Residential Customers with materials generated by Commercial Customers unless approved in writing by the Administrator. If Solid Waste from commercial establishments is co-mingled with residential Solid Waste during the collection process, all the waste shall be considered commercial Solid Waste.
- 2.8.3 For commercial accounts which utilize residential waste carts, this commercial waste is permitted to be co-mingled with residential Solid Waste during the collection process. The Contractor shall submit payment to the County annually, within 60 days of the close of the fiscal year to compensate for the disposal cost of these specialized commercial accounts. The payment shall be calculated annually for the preceding twelve months (October 1<sup>st</sup> thru September 30<sup>th</sup>) and reflective of the per-ton disposal cost during that period. For purposes of calculation it is assumed one ton of Solid Waste per cart, per year.

$$\begin{array}{ccccc} \text{Average number of carts} & \times & \text{Disposal} & = & \text{Annual payment to} \\ \text{during 12-month period} & & \text{Rate} & & \text{County} \end{array}$$

- 2.8.4 For commercial accounts which utilize up to five (5) residential recycling carts free of charge, the Recyclable Materials are permitted to be co-mingled with residential recyclables during the collection process. As such, Recyclable Material derived from residential carts shall be treated as residential material.
- 2.8.5 The Contractor shall collect Solid Waste, Yard Debris, Recyclables, and Bulky Waste separate from each other, and shall not combine loads of different material types nor from different jurisdictions.

### 2.9 Transition Prior to Commencement of Service

The Contractor will be required to participate in frequent and on-going transition meetings conducted by the Administrator or designee to plan and manage the transition process so that no service interruption occurs. However, it shall be the Contractor's responsibility to ensure a smooth transition and to minimize any inconvenience to Residential and Commercial Customers. To assist in accomplishing this smooth transition, no later than thirty (30) calendar days following the Effective Date, the Contractor shall submit to the Administrator a transition plan that provides a detailed description of how the Contractor will plan and prepare for providing Residential Collection Services and Commercial Collection Services leading up to the Commencement Date. The Transition Plan must meet the approval of the Administrator. At a minimum, the Contractor must address the following specific performance requirements in the transition plan and accomplish them according to the stated deadlines.

- 2.9.1 Coordination meeting with the outgoing contractor and county staff.
- 2.9.2 Schedule of transition meetings with county staff leading up to the Commencement Date.
- 2.9.3 Schedule for opening an office in Leon County.
- 2.9.4 Schedule and procedure for ensuring all existing Residential Customers have properly functional Solid Waste and Recycling Carts and such carts are accurately paired with related RFID data.
- 2.9.5 Schedule for removal and replacement of all containers for Commercial Customers owned by the outgoing contractor.
- 2.9.6 Schedule for obtaining all necessary labor, vehicles, equipment, and containers and ensuring all vehicles are street legal (registered, licensed, tagged, permitted to operate and to cross state lines)



## **ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE**

prior to the Commencement Date.

- 2.9.7 Schedule for providing a vehicle and equipment list, route summary, operational fueling plan, and branding schematic to the Administrator.
- 2.9.8 Schedule and procedures for validation of all existing customers, contact information including, first/last name, billing address, primary phone number and email.
- 2.9.9 Schedule to develop the RFID database; test the complete system, including collection vehicle RFID readers, data, and reporting; conduct training of County staff; and demonstrate, to the satisfaction of the County, that the RFID System is fully and reliably functioning within three months of the Commencement Date.
- 2.9.10 Schedule to provide proposed Special Service rate, and negotiated approval by the Administrator.
- 2.9.11 Schedule for delivering Administrator-approved public education flyer, Service guide, non-collection notice, and other materials to Residential Customers prior to the Commencement Date.
- 2.9.12 Schedule for delivering Administrator-approved Disaster Preparedness Plan.
- 2.9.13 Schedule for delivering the education and outreach fee to the Administrator.
- 2.9.14 Schedule for training labor and conducting dry-runs of collection routes.
- 2.9.15 Schedule and procedure for customer notification of scheduled service days.
- 2.9.16 Schedule and procedure for delivering the Service Guide to all customers.
- 2.9.17 Schedule for providing information outlined in Section 7.2.1 to the Administrator.
- 2.9.18 Schedule for providing billing procedures and sample bill to the Administrator.

### **2.10 Transition at End of Agreement**

- 2.10.1 Prior to the expiration of the Agreement, the Contractor shall work with the County to ensure that there is no interruption or reduction of service when the Contractor ends its services to the County. If a new agreement is awarded to a person other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected franchise hauler, as well as the County, to minimize any disruptions in the service provided to the public.
- 2.10.2 If deemed necessary by the County to ensure a smooth service transition, the County, through its Administrator or designee, reserves the right to unilaterally extend the term of this Agreement for up to three (3) additional one (1) month periods or any portion thereof, upon the same terms and conditions. Notice of the County's intent to extend the Agreement shall be provided by the County in writing to the Contractor prior to expiration of the initial term or renewal term.

## **ARTICLE 3 RESIDENTIAL COLLECTION SERVICE**

### **3.1 Residential Solid Waste**

- 3.1.1 The Contractor shall supply and distribute a 96-gallon Solid Waste Cart to each Residential Customer within the Franchise Area. A residential customer can have no more than three (3) carts maximum.
- 3.1.2 Upon request, the Contractor shall provide and deliver a 65-gallon Solid Waste Cart in lieu of a 96-gallon cart at no charge to the customer. The Contractor shall provide one Solid Waste Cart exchange per Residential Customer per Contract Year, and may charge thirty dollars (\$30.00) for any additional Solid Waste Cart exchanges during that Contract Year.
- 3.1.3 If a Residential Customer requests a second Solid Waste Cart, the Contractor shall deliver the additional Solid Waste Cart within five (5) business days of the Customer's request. The Contractor may charge the Residential Customer a fee of sixty dollars (\$60.00) for the delivery of a second Solid Waste Cart, or thirty dollars (\$30.00) should the customer chose to pick up the cart. The Contractor shall not charge an additional fee for servicing the additional Cart.

## **ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE**

- 3.1.4 Should a Residential Customer allow their account to lapse, the Contractor may charge a delivery fee not to exceed fifteen dollars (\$15.00) to redeploy a solid waste cart.
- 3.1.5 Once per week, the Contractor shall collect all Solid Waste generated by Residential Customers that has been properly prepared for collection as outlined in the Service Guide. All Solid Waste is to be bagged and placed within the Solid Waste Cart. Overflow Waste which is bagged next to the cart shall be serviced, provided the excess waste does not exceed the volume of a single cart. Should the Contractor document the excess occurs more than once a month, the Contractor may require the customer to acquire a second container following the terms set forth in Section 3.1.3.
- 3.1.6 Carts will be placed at Curbside/Roadside or at such other single collection point as may be agreed upon by the Contractor and the Customer. In the event an appropriate location cannot be agreed upon, the Administrator shall designate the location.

### **3.2 Residential Recyclables**

- 3.2.1 The Contractor shall supply and distribute a 65-gallon Recycling Cart to each Residential Customer within the Franchise Area. A residential customer can have no more than three (3) carts maximum.
- 3.2.2 If a Residential Customer requests a second Recycling Cart, the Contractor shall deliver the additional recycling Cart within five (5) business days of the Customer's request. The Contractor may charge the Residential Customer a fee of thirty dollars (\$30.00) for the delivery of a second recycling Cart, or no charge should the customer chose to pick up the cart. The Contractor shall not charge an additional fee for providing or servicing the additional Cart.
- 3.2.3 Should a Residential Customer allow their account to lapse, the Contractor may charge a delivery fee not to exceed fifteen dollars (\$15.00) to redeploy a recycling cart.
- 3.2.4 Once per week, on the same day as Solid Waste collection, the Contractor shall collect all Recyclable Materials that have been set out in the as outlined in the Service Guide. Overflow recyclables which are containerized next to the cart, or in the case of cardboard is flattened and stacked, shall be serviced. Should the Contractor document the excess occurs routinely, the Contractor may require the customer to acquire a second container following the terms set forth in Section 3.2.2.
- 3.2.5 Carts will be placed at Curbside/Roadside or at such other single collection point as may be agreed upon by the Contractor and the Customer. In the event an appropriate location cannot be agreed upon, the Administrator shall designate the location.
- 3.2.6 Recyclables shall include newspapers, magazines, cardboard, paperboard, residential waste paper, glass containers, aluminum and metal cans, and all plastic containers. Recyclables shall be collected Single Stream.
- 3.2.7 Upon thirty (30) days written notice to the Contractor, the County may add or delete the types of items included as Recyclables. The addition of items shall be at no additional cost to the County unless the Contractor can document that the addition of such items substantially impacts the cost of providing Residential Collection Service.

### **3.3 Residential Yard Debris**

- 3.3.1 The Contractor shall collect, on the same day as Solid Waste collection, all Yard Debris generated by Residential Customers that has been properly prepared and stored for collection. Yard Debris will

## **ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE**

be placed at Curbside/Roadside or at such other single collection point as may be agreed upon by the Contractor and the Customer. In the event an appropriate location cannot be agreed upon, the Administrator shall designate the location.

- 3.3.2 Yard Debris shall be placed in customer-provided Waste Containers or other reusable containers or plastic or paper bags or may be non-containerized or in piles no larger than six (6) feet in length by four (4) feet in height and four (4) feet in width, with no limit to the number of compliant piles. A customer may place up to five (5) piles per week for service on their scheduled day of pick-up. Should there be more than five piles meeting specified dimensions the quantity of yard debris may require collection using a different collection vehicle, in which case collection may be made by the following Saturday.
- 3.3.3 Containerized Yard Debris shall not exceed 50 pounds per Waste Container. Individual pieces shall not exceed six (6) feet in length and six (6) inches in diameter, with no individual piece exceeding 50 pounds. Large branches, trees, or bulky or non-containerized Yard Debris not meeting these specifications may not be picked up by the Contractor. Yard Debris does not include any form of matter or waste generated by tree surgeons or arborist services.
- 3.3.4 Natural Christmas trees not exceeding 8-feet or 50 pounds shall be serviced as Yard Debris.
- 3.3.5 The Contractor shall exercise care to ensure that contamination of the collected Yard Debris is kept to a minimum.
- 3.3.6 The Contractor shall remove the Yard Debris from any plastic bag used as a container before placing the Yard Debris in the collection vehicle. The Contractor shall retain the plastic bag on the collection vehicle separate from the Yard Debris for later disposal as Solid Waste or return it to the Residential Customer's Solid Waste Cart if Solid Waste has not yet been collected.
- 3.3.7 Yard Debris exceeding dimensions listed herein shall be collected by a Special Service, which may be arranged between the Residential Customer and the Contractor. The Special Service rate structure shall be negotiated between the Contractor and the County prior to Commencement of the Agreement utilizing a methodology based upon cost-incurred by the Contractor. Such rate structure shall not be deemed exorbitant, and shall be consistently applied to Residential Customers.

### **3.4 Residential Bulky Waste**

- 3.4.1 The Contractor shall pick up Bulky Waste, including White Goods within seven (7) days of request by a customer. Upon such customer request, the Contractor shall provide a 72-hour window of which the pick up will occur. Bulky Waste need not be containerized and shall be placed Curbside/Roadside. These items shall be picked up at no extra charge.
- 3.4.2 The Contractor shall be responsible for the proper handling of any White Goods that the Contractor collects. The Contractor shall not crush or compact any White Goods and shall take appropriate steps to control the release of Freon, coolants, or other similar materials.

### **3.5 Back Door Collection**

- 3.5.1 The Contractor shall provide Back Door collection of Solid Waste and Recyclables, at no additional cost to the Residential Customer or the County, where all adult residents of a dwelling unit are disabled as certified by a medical doctor. The point of collection for Back Door service shall be the customer's backyard, side yard, or other location that is mutually acceptable to the Contractor and the Residential Customer. There is no maximum distance for point of collection for certified medical

## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

back door service. Carts shall be returned to the point of collection in accordance with Section 6.1.3. The Contractor shall provide Back Door service on the scheduled collection day when Residential Collection Service would otherwise be provided to the customer.

- 3.5.2 The Contractor may provide Courtesy Back Door collection service to Residential Customers that are not disabled for an additional fee, as specified in Exhibit 3. For collection of carts that are further than 200 feet, a fee may be negotiated between the Customer and the Contractor and shall not exceed 20% of the additional fee listed in Exhibit 3. This fee will be charged directly to the Customer.

### 3.6 Containers and Carts

- 3.6.1 The Contractor shall replace a customer-owned Waste Container within three (3) business days after being notified by the customer that the customer's container was damaged by the Contractor. The Contractor shall provide a replacement container (as applicable) that is similar in style, material, quality, and capacity to the customer's original container.
- 3.6.2 Subscribers will retain existing carts associated with each residence prior to October 1, 2020. Thereafter, the Contractor shall be responsible for maintenance and replacement of all Solid Waste Carts and Recycling Carts. The Contractor shall distribute a Solid Waste Cart and Recycling Cart to any new Residential Customers during the term of the Agreement within three (3) business days of request. Until the Carts are delivered, all bagged or containerized Solid Waste and Recyclables placed Curbside by the resident must be collected by the Contractor. Carts provided to new customers may be previously used, provided the Carts are in good repair, clean and serviceable condition. The initial distribution of Carts and distribution to any new Residential Customers shall include information approved by the County. Information provided with carts must include the Residential Customer's set out guidelines, rates, regulations, complaint procedures, the days of collection, and recycling guidelines. Production costs for information provided with Carts shall be borne by the Contractor.
- 3.6.3 Solid Waste Carts shall be approximately 96 gallons in size and shall meet the specifications listed in Exhibit 5. Solid Waste Carts shall be equipped with an RFID tag, imprinted with a logo, and labeled with a matrix barcode. All labels and markings must be approved by the Administrator. No Contractor logo shall be placed on the cart. The Contractor shall substitute a 65-gallon Solid Waste Cart upon request.
- 3.6.4 Recycling Carts shall be approximately 65 gallons in size and shall meet the specifications listed in Exhibit 5. Recycling Carts shall be equipped with an RFID tag, imprinted with a logo, and labeled with a matrix barcode, as well as have an instructional label on the lid. All labels and markings must be approved by the Administrator. No Contractor logo shall be placed on the cart.
- 3.6.5 RFID technology shall meet all specifications as established by Exhibit 6. RFID technology maintenance shall be considered part of cart maintenance, and shall be the responsibility of the Contractor.
- 3.6.6 The Contractor shall maintain and make available to the Administrator an asset database of all Solid Waste and Recycling Carts within three (3) months of Commencement. The database will include serial number, size, RFID tag number, and address location. The Contractor will be responsible for reporting and tracking the movement of all Solid Waste and Recycling Carts including deliveries, removals, repairs, and warranty recovery to the Administrator upon request. The Contractor shall maintain and provide to the Administrator web-based access to all RFID information including information necessary to track asset management, service verification, and set out rates.

## **ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE**

- 3.6.7 The Contractor shall maintain an adequate inventory of Solid Waste Carts, Recycling Carts, and parts to provide all replacement, repair, and additional Cart requests specified herein. The required minimum number of carts in inventory shall not be less than 1% of active customer accounts. All replacement Solid Waste Carts and Recycling Carts shall be identical in type, size, and color to those in existence at the commencement of this Agreement unless otherwise approved by the Administrator.
- 3.6.8 The Contractor shall repair or replace any damaged Solid Waste Cart or Recycling Cart, at the Contractor's expense, within five (5) business days of notification by a Residential Customer. Until the Carts are delivered, all bagged or containerized Solid Waste and Recyclables placed Curbside by the resident must be collected by the Contractor. Replacement Carts provided to customers may be previously used, provided the Carts are in good repair, clean and serviceable condition.
- 3.6.9 Upon request by the Administrator, the Contractor shall provide and service Residential Customers with bear-resistant Solid Waste and/or Recycling Carts. The Contractor shall not be responsible for the additional cost of a bear resistant cart, only the base cost of a standard cart. Such additional costs of the enhanced cart will be provided either by the County, customer, or through a grant. Bear-proof carts shall comply with same specifications as regular carts (Section 3) unless otherwise approved by the Administrator. There shall be no additional service fee for bear-proof carts.
- 3.6.10 Ownership of Residential Solid Waste and Recycling Carts shall rest with the Contractor until such time as the Agreement expires or terminates, at which time ownership of all initial and replacement Residential Solid Waste Carts and Recycling Carts shall rest with the County. Title to carts shall transfer automatically to the County, without any further action being required by either party.

### **3.7 Non-Collection Procedures**

- 3.7.1 If any materials placed Curbside/Roadside for collection contains Hazardous Waste, or other non-acceptable waste, the Contractor shall not be required and shall be prohibited from collecting and disposing of the waste. The Contractor shall place a non-collection notice clearly visible next to the materials, on the cart, or on the container identifying cause, date, time for non-collection and steps to resolve. The driver shall report the address, and cause for non-collection to the Contractor, with such details being added to the customer's account within the same service day.
- 3.7.2 In the event that the Solid Waste, Recyclables, Yard Debris, or Bulky Waste placed out for collection does not comply with set out procedures or is contaminated pursuant to the Agreement or County Code, the Contractor is not required to collect it. If the Contractor elects to not collect such materials on the day of scheduled service, a non-collection notice shall be placed on the cart, container, or non-conforming materials explaining why collection was not made. The driver shall report the address, and cause for non-collection to the Contractor, with such details being added to the customer's account within the same service day.
- 3.7.3 In the event of non-collection the Contractor shall notify the County of any occurrences prior to the end of the following Work Day.
- 3.7.4 The design and content of non-collection notices must be approved by the Administrator.

## **ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE**

### **ARTICLE 4 COMMERCIAL COLLECTION SERVICE**

#### **4.1 Commercial Solid Waste**

- 4.1.1 The Contractor shall collect Solid Waste from Commercial Customers within the Franchise Area. The size of the commercial container, whether the container should be bear resistant, and the collection frequency shall be determined by the Commercial Customer. However, the size of the container, need for lock bar, and the collection frequency shall be sufficient to ensure that no Solid Waste is placed outside the container, falls out of the container, or becomes a nuisance situation for the general public or other commercial entities.
- 4.1.2 Commercial containers shall be water-tight and shall be kept at a single point of collection easily accessible to the Contractor, but never upon any public streets, alley, road, sidewalk, parkway or part thereof. In the event an appropriate location cannot be agreed upon, the Administrator shall designate the location.
- 4.1.3 The Contractor shall give new Commercial Customers a copy of the Contractor's container service guidelines, rates, regulations, complaint procedures, the days of collection, and recycling guidelines. Production costs for information provided with new accounts shall be borne by the Contractor.

#### **4.2 Non-Exclusive Commercial Recycling**

The Contractor shall offer collection of Single Stream Recyclables to all Commercial Customers within the Franchise Area at rates not to exceed those provided in Exhibit 4. The Contractor shall service up to five (5) 65-gallon recycling roll carts at no cost to the customer should the customer request such carts. The Contractor is required to provide such recycling roll cart service for no greater than 100 carts. Such collection shall be compliant with Section 2.8, and such Recyclables shall be delivered to the County-Designated Facility.

### **ARTICLE 5 ADDITIONAL SERVICES**

#### **5.1 Collection Services to County Facilities**

- 5.1.1 The Contractor shall provide collection of Solid Waste or Recyclable Materials to the County facilities listed in Exhibit 7 at no charge. Collection service shall include providing and maintaining the collection container, servicing the containers on a frequency specified by the County, and delivering all Solid Waste and Recyclable Materials to the County-Designated Facility.

- 5.1.2 The County may add facilities or delete locations and containers to those listed in Exhibit 7.

#### **5.2 Public Education**

- 5.2.1 Educating the public concerning Solid Waste and Recyclable collections and promoting waste reduction and Recycling are critical to the success of the County's Waste Program. While the County accepts primary responsibility for developing its public education for residential customers, the Contractor shall, when requested by the County, assist in implementing the program. The Contractor shall contribute a yearly education and outreach fee of thirty-five thousand dollars (\$35,000). This fee will support recycling and waste reduction education and sustainability outreach efforts. The payment shall be due by October 1 of each year during the Initial Term and Renewal Term, if any, of the Agreement. The first year's education and outreach fee payment shall be due October 1, 2020.
- 5.2.2 The Contractor shall provide information in the form of a Service Guide regarding collection

## **ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE**

procedures, days, and routes; service rates; regulations; and complaint procedures to all Residential and Commercial Customers at least once per year. Prior to the Commencement Date, this information shall be delivered through direct mail. Subsequently, this Service Guide shall be direct mailed to customers on or about the 1st of September of each year. This information shall also be distributed with delivery of all Carts or Containers, including both new and re-established accounts. Such guide shall be made available in both English and Spanish. The cost of Service Guide publication shall be borne solely by the Contractor and produced in accordance with specifications in Section 5.2.5. Publications must be approved by the Administrator prior to distribution.

- 5.2.3 The Contractor shall distribute educational, event, or promotional materials developed by the County to all Residential and Commercial Customers up to four times annually. Content of such material may not be limited to waste related events. Materials shall be included with regular billing statements, so long as the added material triggers no increased cost in mail postage rate.
- 5.2.4 The Contractor shall, at no time, develop or distribute any promotional and/or educational materials to customers without prior written authorization from the Administrator.
- 5.2.5 All publications and promotional material referenced in Section 5.2 shall be reproduced to meet the following standards. These standards are to ensure visual quality on content upon reproduction for distribution. Promotional material will be formatted to letter size (8.5 x 11 inches), two sided, color. Materials must meet Leon County standards for color, resolution, and quality, and are subject to third-party review for compliance with the technical print standards described below. In general, materials must be high quality, displaying accurate, high-resolution reproductions of all photos, graphic elements and text, and printed at the resolution provided. Reproductions with muddy images and tints, offsetting, misaligned color registration, multiple print artifacts, or color imbalances are considered defective and are therefore unacceptable. For color, the print process must yield solid primary and secondary (trap) colorimetry and 3-color-gray colorimetry at 10%, 25%, 50% and 75% within 5-delta-E of targets outlined by ANSI CGATS 21-2 CRPC2, 3, 4, 5, 6, or 7 general printing or publication printing CRPCs. Print resolution must be 150lpi or higher/25 micron FM or equivalent. For quality purposes, color-to-color registration must be within 0.004". Documents containing 2 or more setoff and print artifacts on images are unacceptable.

### **ARTICLE 6 QUALITY OF SERVICE**

#### **6.1 Manner of Collection**

- 6.1.1 The Contractor shall conduct work in such a manner as to avoid damage to public or private property. Damage includes discharge of hydraulic fluid or any breakage or damage caused by its operation. The Contractor shall be cognizant of all existing utilities, shall operate with due care in the vicinity of such utilities. The Contractor shall immediately have any damage repaired or corrected at no additional cost to the owner or the County. The County's Authorized Representative shall be notified immediately of any property damage.
- 6.1.2 The Contractor shall make collections with a minimum of noise and disturbance to residents.
- 6.1.3 Solid Waste Carts, Recycling Carts, and Waste Containers shall be handled carefully by the Contractor, shall not be bent or otherwise abused, and shall be thoroughly emptied and then left at the proper point of collection. All vendor supplied Solid Waste Carts and Recycling Carts shall be placed upright on the ground, with lids closed, in the original location. Carts shall not be left in a location so as to block streets, driveway access, or cause obstruction to sidewalks. Any customer supplied yard debris receptacle found in a rack, cart or enclosure of any kind shall be returned

## **ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE**

upright, to such rack, cart or enclosure and lids shall be placed securely and properly on the top of said receptacles.

- 6.1.4 During transportation and collection activities, all collected materials and liquids shall be contained, tied, or enclosed to prevent leaking, spilling, and release of litter. Contractor is to immediately correct equipment causing leaking, spilling or litter. Contractor is to immediately remediate released litter upon notice.
- 6.1.5 The Contractor shall not cause any leachate or hydraulic spillage to occur upon the premises or the rights-of-way wherein the collection shall occur both on private or public property. In the event of any spillage caused by the Contractor, the Contractor shall notify the County immediately. Remediation of such spillage shall begin within 24 hours and be rectified promptly. Such remediation shall be conducted to the satisfaction of the County's Authorized Representative up to, and including resealing or resurfacing depending on the severity of the damage.

### **6.2 Supervisors**

- 6.2.1 The Contractor shall assign a qualified person or persons, who is locally based, to be in charge of the operations within the Franchise Area. The Contractor shall give the names of these persons to the Contract Administrator. Information regarding each person's experience and qualifications shall also be furnished.
- 6.2.2 Supervisory personnel must be present on the routes to direct operations in a satisfactory manner. Said supervisor(s) must be available for consultation with the Contract Administrator and/or Customers within a reasonable, practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle which is equipped with communication devices and the Contractor will supply, install and maintain communication equipment for up to two (2) personnel of the waste control service of the County. Method of contact (such as phone number, radio frequency) and contact information shall be provided to Leon County.

### **6.3 Personnel**

- 6.3.1 Uniforms: The Contractor's collection employees shall wear a uniform or shirt bearing the company's name. The Contractor shall furnish to each employee an identifying badge, not less than two and one-half (2-1/2) inches in diameter, with numbers and letters at least one (1) inch high, uniform in type. Employees shall be required to wear such badges while on duty. Lettering stitched on or identifying patches permanently attached to uniform shirts and jackets will be acceptable. The Contractor shall keep a record of employees' names and numbers assigned. The Contractor shall furnish foul weather gear and safety equipment.
- 6.3.2 Conduct: The Contractor's employees shall serve the public in a courteous, helpful and impartial manner. The Contractor's collection employees will be required to follow the regular walkway for pedestrians while on private property. No trespassing by employees will be permitted nor crossing property of neighboring premises unless residents or owners of both such properties have given written permission. Care shall be taken to prevent damage to property including cans, carts, racks, trees, shrubs, flowers and other plants.
- 6.3.3 Drivers: Each vehicle operator shall at all times carry a valid driver's license for the type of vehicle that is being driven.
- 6.3.4 Training: The Contractor shall provide operating training and safety training for all personnel.



## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

Training shall include policy and protocols outlined in this contract such as proper cart placement and uniform requirements. Such training manual and staff training logs shall be provided semi-annually to the Administrator.

- 6.3.5 Wages and Benefits: Conditions of employment shall be published and conspicuously posted so all employees may be informed.
- 6.3.6 Equal Opportunity: The Contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
- 6.3.7 Compliance with Law: The Contractor shall comply with all applicable federal, state and local laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect including the Fair Labor Standards Act.

### 6.4 Equipment

- 6.4.1 The Contractor shall have collection equipment of sufficient capacity and size to permit the Contractor to adequately and efficiently perform its contractual duties. No collection vehicle (frontline or reserve) shall exceed three (3) years in age at the Commencement Date or ten (10) years in age at any point during the Agreement. The age of the vehicle will begin with the manufacture year that is specified on the title. Equipment shall be obtained from nationally known and recognized manufacturers of solid waste collection and disposal equipment. All replacement vehicles shall be new equipment unless otherwise agreed to by the Administrator.
- 6.4.2 The Contractor shall report inoperable frontline equipment to the County within one (1) hour of malfunction. The Contractor shall have available, at all times, reserve equipment which can be put into service and operational within two (2) hours of any breakdown or inoperability. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.
- 6.4.3 All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. All collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's cargo area during loading and transport operations.
- 6.4.4 For residential collections, the Contractor's collection vehicles, both frontline and reserve, shall be equipped with RFID reading equipment that is compatible with the RFID tags specified for the Solid Waste and Recycling Carts. The RFID reading equipment shall be supplied and maintained by the Contractor. Data acquired with the RFID reading equipment will be thorough and capable of: (a) tracking collection events for customer service purposes, dispute resolution, and program participation; (b) tracking and verifying the location of Solid Waste and Recycling Carts; (c) tracking repairs that are required/have been performed; and (d) providing additional collection information, as requested by the Administrator. Any cause for inoperability of RFID equipment shall be corrected immediately to ensure no gap in information greater than three (3) days. Should the Agreement be renewed, a validation of proper inventory and location will be conducted for every cart and customer account.

## **ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE**

- 6.4.5 For residential collections, the Contractor's collection vehicles, both frontline and reserve, shall be equipped with GPS tracking. Such tracking shall be supported by a software capable of documenting vehicle route location for no less than 30 days. Such software shall be made accessible to the County to view real-time GPS in support of tracking collection events for customer service purposes and dispute resolution.
- 6.4.6 Collection vehicles shall be labeled uniformly with the name of the Contractor, business telephone number as supplied by Leon County (850-606-1899) and the number of the vehicle in letters and numbers not less than five (5) inches high on each side of the vehicle. The number of the vehicle shall be on the sides and rear of each vehicle and a record kept of the vehicle to which each number is assigned. Collection vehicles shall also display a sign on both sides of the vehicle body (left and right) no less than 36" by 24" identifying the material being collected. The rear of the vehicle shall contain signs warning the public of frequent stops. No advertising shall be permitted on vehicles, except of events sponsored by the County. A sample branding schematic shall be provided to the Administrator for each service line. A list of the Contractor's collection vehicles shall be submitted to the Administrator prior to commencement of service, annually thereafter, and shall be kept current throughout the Agreement.
- 6.4.7 Such equipment shall be used for the collection and transportation of the identified material only unless written approval is received from the County Administrator.
- 6.4.8 Vehicles and equipment used to service Leon County, shall only be used on Leon County accounts. A written request shall be submitted to the Administrator in advance to use equipment designated for Leon County in another municipality. Likewise, any non-branded vehicles being used to service Leon County accounts requires prior notice.

### **6.5 Fuel**

- 6.5.1 Within 90 days of the Effective Date, the Contractor shall provide a fueling operational plan to the County Administrator for consideration and approval. Such plan shall at minimum: identify a fueling station site to either provide or obtain CNG; demonstrate the ability to provide sufficient quantities of fuel that are necessary for the Contractor to perform its obligations under the terms of this Agreement; steps to ensure fueling equipment is adequately operated, serviced, repaired and maintained; identify a detailed contingency fueling plan should the fuel source be interrupted.
- 6.5.2 If at any point it appears or becomes imminent that the Contractor will be unable to provide or obtain sufficient fuel to comply with the provisions of this Agreement, the Contractor shall notify the County and activate its contingency plan to ensure an adequate number of vehicles are operable and service under this Agreement is not interrupted.

## **ARTICLE 7 RECORD KEEPING AND REPORTING**

### **7.1 Record Keeping**

The County shall have the right to review all records pertaining to this Agreement maintained by the Contractor upon three (3) days written notice. A certified annual financial statement of the parent company shall be furnished to the County within ninety (90) days of the close of the fiscal year of such parent company or associated entity on an annual basis throughout the term of this Agreement and any extension thereof.

### **7.2 Reporting**

- 7.2.1 The Contractor shall provide the following information to the Administrator prior to commencement of service and shall update this information as needed to ensure the Administrator

## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

has current information at all times.

- List all officers, directors and principals of the company and all persons with ownership in excess of five percent (5%).
- Names, qualifications, and contact information of persons in charge of the Contractor's operations.
- Routes and schedules for Residential Collection Service.
- List of collection vehicles, both frontline and reserve to include: truck ID, primary line of service, age, primary route(s) assigned.

7.2.2 By the tenth (10th) of each month during the term of this Agreement, the Collector shall submit a report electronically to the Administrator, in a format approved by the Administrator, which may include use of the RFID system reports. The report shall contain the following information:

- Complaints: List of all complaints filed during the previous month and their disposition, including the nature of such complaint, address, actions to resolve, date of resolution.
- Non-collection notices: List of all non-collection notices issued during the previous month, including address, line of service, and reason for non-collection.
- Recycling customer participation: Number of customers that set out residential Recyclables or were serviced for each route for each collection during the previous month.
- Cart: List of all carts and corresponding addresses which had a Solid Waste or Recycling cart delivered, repaired, replaced.
- Franchise Fee Documentation: Documentation to verify the franchise fee submitted to the County, in a format approved by the Administrator.
- Residential Customers: List of Residential Customers receiving collection service, including first name, last name, primary phone, address, and account number.
- Commercial Customers: List of Commercial Customers provided Solid Waste collection and/or Recyclables collection by the Contractor, including container type and size and frequency of collection primary contact, phone, address, and account number.
- Residential Recyclables and Bulky Waste Tonnage: Tons of residential Recyclables and Bulky Waste collected during the previous month, including weight tickets from the designated facilities.
- Commercial Recyclables Tonnage: Tons of commercial Recyclables collected during the previous month.

7.2.3 The Contractor shall provide the County with complete visibility of daily Residential collection operations through the use of a web-based RFID tracking software system. The software shall have the ability to generate reports daily, weekly, or monthly based on container activity, such as inventory reports, maintenance reports, set out rates, non-collection events, and any others requested by the County. Reports should be able to be viewed in PDF format or downloadable in Excel format. The system shall also have the following capabilities and/or requirements:

- Visibility of every resident's collection event by truck, route, resident, cart, location, date, and time.
- Visibility of carts serviced by cart serial number, by cart address association, by cart GPS location of service.
- System shall not necessitate the County install or support operating software for the collection and delivery of such collection data.
- The Contractor shall provide onsite training to County staff ensuring ability to operate.

## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

### ARTICLE 8 RATES AND BILLING

#### 8.1 Rate Schedule

Rates shall be delineated in the rate schedules provided in Exhibit 3 and Exhibit 4. The rate schedule shall be revised annually in accordance with Sections 8.5 and 8.6 herein.

#### 8.2 Residential Billing Procedures

8.2.1 The Contractor shall be responsible for all billing and payment collections for Residential Collection Service. Residential Customers shall be billed quarterly at rates established in the Exhibit 3. The rate shall be displayed as a flat rate for all lines of service, rather than itemized. The rate schedule for Residential Collection Service shall not include disposal. No additional fees or surcharges may be charged to Residential Customers except for Special Services. The Contractor reserves all rights to collect delinquent accounts associated with Residential Collection Service. This includes, but is not limited to, placing of liens on Residential Property, reporting uncollectable accounts to a credit reporting agency, utilizing collection agencies to collect delinquent accounts and fees associated therewith, and any other means deemed necessary. The Contractor may begin the collection process not earlier than the end of each quarter after services has been performed.

8.2.2 The Contractor shall supply procedures for billing including the timeline for: bill creation, bill mailing, past-due notice(s), ceasing service, collecting carts. Residential customers shall be provided a minimum of 60 days between dissemination of bill and receipt of the first past-due notice, whether written or phone.

#### 8.3 Commercial Billing Procedures

The Contractor shall be responsible for all billing and payment collections for Commercial Collection Service, including collection and disposal. Commercial Customers may be billed as often as monthly at rates pursuant to the rate schedule in Exhibit 4. No additional fees or surcharges may be charged to Commercial Customers for Commercial Collection Service.

#### 8.4 Invoice Requirements

The Contractor shall mail all invoices for service in a Number 10 standard business envelope with a self-addressed remittance envelope unless customer elects to receive an electronic statement. The Contractor shall also have the ability to produce and include one (1) 8-1/2" X 11" tri-fold insertion with the invoice or electronic attachment with content provided by the County or the Contractor. Details for such production should meet standards described in Section 5.2.5.

#### 8.5 Adjustments to Residential Rates

8.5.1 The initial Residential Collection Service rates shall be in accordance with the rates established in Exhibit 3. The unit price for Residential Collection Service shall remain the same through the first year of the Agreement. Beginning October 1, 2021 and each October 1 for the remaining term of the Agreement, the rate shall be adjusted as set forth in this section 8.5. Should the Contractor intend to adjust the rate, the revised rate shall be submitted to the Administrator for review 45 days prior to the effective date of the new rate.

8.5.2 Ninety percent (90%) of the rate shall be adjusted based on seventy-five percent (75%) of the percentage change in the Consumer Price Index between the month of February in the previous year and the month of February in the current year.

8.5.3 Ten percent (10%) of the rate shall be adjusted based on the percentage change in the Diesel and/or CNG fuel price between the average monthly fuel price from February through January in the year

## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

prior, and the average monthly fuel price from February through January of the most current twelve (12) months. This adjustment shall reflect the current make-up of the Contractor's frontline vehicle fleet. For example, if at the time of adjustment, fifty percent (50%) of the Contractor's fleet utilizes diesel, and fifty percent (50%) of the Contractor's fleet utilizes CNG, five percent (5.0%) of the rate shall be adjusted based on the change in the Diesel Fuel Index, and five percent (5.0%) of the rate shall be adjusted based on the change in the CNG-Fuel Price. as reflected in Section 8.5.6. The Contractor shall provide documentation of fleet composition before the annual rate adjustment.

- 8.5.4 The total adjustment to the service rate in any given year shall not exceed five percent (5%) of the previous year's rate. The rate adjustment shall be calculated as specified in Exhibit 8.
- 8.5.5 The CPI will be the Consumer Price Index for the South Urban Region, All Items - All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics.
- 8.5.6 The Diesel Fuel Index will be the Ultra-Low-Sulfur No. 2 Diesel Fuel Prices: U.S. Gulf Coast (0-15 ppm) Retail Prices (cents per gallon), published by the United States Department of Energy, and the Compressed Natural Gas index will be the Consumer Price Index: Utility (Piped) Gas Service in U.S. City Average, All Urban Consumers.
- 8.5.7 If the CPI or Fuel Index is discontinued or substantially altered, the County may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

### 8.6 Adjustments to Commercial Rates

- 8.6.1 The initial Commercial Collection Service rates shall be in accordance with the rates established in Exhibit 4. The unit price for Commercial Collection Service shall remain the same through the first year of the Agreement. Beginning October 1, 2021 and each October 1 for the remaining term of the Agreement, the rate shall be adjusted in accordance with this Section 8.6.
- 8.6.2 Collection Element Adjustment: The collection element of the Commercial Collection Service rates shall be adjusted in a manner similar to that described in Section 8.5. In no event shall the annual collection element adjustment exceed five percent (5%) of the previous year's collection element of the service rate.
- 8.6.3 Disposal Element Adjustment: The disposal element of the Commercial Service rates shall be adjusted when tip fees at the County-Designated Facility change based on the following formula:

$$\begin{array}{rclclcl} \text{New} & & 125 \text{ lbs/cy} & & & \text{New Commercial} \\ \text{Tipping Fee} & \times & (\text{Commercial waste} & \times & 0.005 \text{ tons/lb} & = & \text{Solid Waste Disposal} \\ (\$/\text{ton}) & & \text{density factor}) & & & & \text{Element} \\ & & & & & & (\$/\text{cy}) \end{array}$$

Changes in the disposal element shall be effective immediately upon change in the tipping fee.

### 8.7 Change in Law Adjustments

The Contractor may petition the County for an additional rate adjustment resulting from a change in law. The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor such further information as may be reasonably

## **ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE**

necessary in making its determination. Within sixty (60) calendar days of receipt of the request and all other additional information required by the County, the Administrator shall make a determination regarding the fairness of the request, and shall make a recommendation to the Board of County Commissioners at a regular meeting. Adjusted rates shall become effective upon approval by the Board of County Commissioners.

### **8.8 Franchise Fees**

The Contractor shall remit to the County a franchise fee in the amount of five percent (5%) of the annual gross revenues collected within the Franchise Area for Residential Collection Service and Commercial Collection Service. Payment of the franchise fee shall be made by the Contractor on a quarterly basis in arrears for revenues received for services provided after October 1, 2020, not later than thirty (30) calendar days after the close of each quarter. All amounts which are not paid when due and payable hereunder shall bear interest at twelve percent (12%) until paid. The County reserves the right to adjust the franchise fee as shall be deemed reasonably necessary or appropriate by the County, provided the Contractor's rates are adjusted accordingly.

## **ARTICLE 9 PERFORMANCE**

### **9.1 General Performance Requirements**

- 9.1.1 All dealings, contracts, notices and payments between the Contractor and the County shall be directed by the Contractor to the Administrator. The authorized representative for the purposes of answering any technical questions with regard to this Agreement is the Leon County Director of Resource Stewardship, (850) 606-5000.
- 9.1.2 The Contractor's performance of this Agreement shall be supervised by the Administrator. If at any time during the life of the Agreement, performance satisfactory to the Administrator shall not have been made, the Contractor, upon notification by the Administrator shall increase the labor force, tools and equipment as needed to properly perform this Agreement. The failure of the Administrator to give such notification shall not relieve the Contractor of his or her obligation to perform the Work at the time and in the manner specified by this Agreement.
- 9.1.3 The Contractor shall furnish the Administrator or his or her Authorized Representative with every reasonable opportunity for ascertaining whether or not the Work as performed is in accordance with the requirements of the Agreement.
- 9.1.4 The Administrator may appoint qualified persons to inspect the Contractor's operation and equipment at any reasonable time, and the Contractor shall admit Authorized Representatives of the County to make such inspections at any reasonable time and place.
- 9.1.5 The failure of the County at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the County thereafter to enforce the same. Nor shall waiver by the County of any breach of provisions hereof taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself.
- 9.1.6 The Contractor shall cooperate with Authorized Representatives of the County in every reasonable way in order to facilitate the progress of the Work contemplated under this Agreement. They shall have at all times a competent and reliable English-speaking representative locally available and on duty authorized to act for them.

## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

### 9.2 Complaints and Resolution

- 9.2.1 The Contractor shall prepare and maintain, in accordance with the format approved by the Administrator, an electronic register on all complaints and requests, and indicate the disposition and actions taken for each complaint. The register shall be available for County inspection at all times during business hours. The electronic register shall also indicate the day and hour on which the complaint was received and the day and hour on which it was resolved. A monthly listing of all the complaints and requests filed and their disposition shall be provided monthly to the Administrator. Legitimacy of challenged complaints shall be determined on the basis of a joint inspection by the Administrator and representative of the Contractor. Disputes shall be referred to the Administrator and their decision shall be considered a final determination.
- 9.2.2 When a complaint or request is received before 12:00 noon it shall be resolved that day; otherwise, it shall be resolved no later than the end of the next working day. If the complaint is deemed illegitimate by the Contractor, the complainant shall be notified as to the cause of inaction, and such cause shall be documented by the Contractor.
- 9.2.3 The Contractor shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. Messages shall be answered no later than noon the following business day. Should the answering service or answering machine be used during office hours, such as during lunch time or when all telephone lines are full, these services must be monitored regularly, so that Contractor can respond to the message within sixty (60) minutes.
- 9.2.4 It is recognized that disputes may arise between the County and the Contractor with regard to the collection of Refuse. The Administrator may from time to time notify the Contractor by telephone, electronic mail and facsimile to remove all such Refuse. Should the Contractor fail to remove the Refuse within twenty-four (24) hours from time of notification, the County will do so and Liquidated Damage shall be assessed from the Contractor dependent upon the amount of Refuse. Notice of the amount shall be given to the Contractor.

### 9.3 Liquidated Damages

- 9.3.1 Basis for Liquidated Damages: The Parties find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by County as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and, (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

The Parties further acknowledge that provision of all services specified in this Agreement in a consistent, reliable manner is of utmost importance to County and that the County has considered and relied on Contractor's representations as to its quality of service commitment in awarding the Agreement to it. The Parties recognize that some quantified standards of performance are necessary

## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, the County and its residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages which the County will suffer. Therefore, without prejudice to the County's right to treat such non-performance as an event of default under this Section, the Parties agree that the Liquidated Damages amounts established in this Agreement and the Liquidated Damage amounts therein represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

- 9.3.2 The Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in the Performance Standards and Liquidated Damages. All Liquidated Damages shall apply during the transition period beginning ninety (90) days prior to and ending ninety (90) days after the Commencement Date.
- 9.3.3 Process: The County's Authorized Representative will provide written notice of any assessment of liquidated damages and the Contractor will then have five (5) business days to submit a written response detailing the basis for disputing the assessment and provide all documentation, in an orderly fashion, necessary to support such dispute. Failure to respond in writing constitutes acceptance of the assessment. The County's Authorized Representative will attempt to resolve the dispute within five (5) business days. In the event no resolution is reached, at the written request of the Contractor, the Administrator shall attempt to resolve the dispute with the Contractor. If the dispute is not resolved within seven (7) business days following the date such request is received by the Administrator, the Contractor and the County may submit the dispute for mediation to a mutually agreeable mediator. Responsibility for the costs of mediation shall be divided equally, unless otherwise mutually agreed, among the Contractor and the County. If the parties are not able to resolve the dispute through mediation, or if the dispute is not submitted to mediation, the decision of the Administrator shall be observed. If the Contractor is not satisfied with the decision of the Administrator it may take whatever further action(s) may be available at law, in equity, or under the Agreement.
- 9.3.4 Any waiver or forbearance by the County or the Contractor of any right under the Contract shall not operate as or be construed to be a waiver of any other rights, regardless of when such event may occur. Failure of the County or the Contractor to insist upon strict adherence to these standards or any requirement of the Contract, on one or more occasions, shall not be considered a waiver, nor shall it deprive that party of the right to thereafter insist upon strict adherence to that or any other standard set forth in the Contract.
- 9.3.5 Payment: Contractor shall pay any Liquidated Damages assessed by the County within 45 Business Days of the date the Liquidated Damages are assessed. If they are not paid within the 45 Business Day period, the County may proceed against the performance bond required by the Agreement, order the termination of the rights or "franchise" granted by this Agreement, or all of the above.
- 9.3.6 Amount of Liquidated Damages: The Administrator may assess liquidated damages in the amounts listed below.



## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

Section	Performance Standard Violation	Liquidated Damages	Increment
2.2.1	Providing collection service outside of standard	\$100	Per vehicle, per day
2.3.3	Failure to notify of permanent route or schedule changes	\$50	Per customer
2.3.4	Failure to complete a route within standard	\$1,000 per route, \$2,000 per route for each additional incident within any 30-day period	Per route
2.3.4	Failure to notify Residential Customers of temporary route or schedule delays	\$25	Per address
2.4	Failure to operate office within standard	\$500	Per day
2.5.1	Failure to reestablish regular service post-disaster	\$2,000	Per day
2.7.1	Failure to deliver materials to the appropriate County-Designated Facility	\$500	Per delivery
2.8.5/6.4.7/6.4.8	Mixing of loads	\$500	Per incident
2.9	Failure to provide schedule	\$100	Per requirement, per day
2.9	Failure to abide by schedule and/or accomplish performance requirement	\$500	Per requirement, per day
3.1.3	Failure to deliver 2 <sup>nd</sup> waste cart within standard	\$20	Per day
3.1.5	Failure to service Solid Waste within standard	\$25	Per address
3.2.2	Failure to deliver 2 <sup>nd</sup> recycling cart within standard	\$10	Per day
3.2.4	Failure to service Recyclables within standard	\$25	Per address
3.3.1	Failure to service Yard Debris within standard	\$25	Per address
3.3.6	Failure to remove plastic bags from Yard Debris	\$250	Per truck
3.4.1	Failure to service bulky waste within 7-day standard	\$100	Per address
3.4.1	Failure to service bulky waste within 72-hour standard	\$25	Per address
3.4.2	Failure to properly handle White Goods	\$250	Per address
3.5.1	Failure to service medical back door customer within standard	\$100	Per container

## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

Section	Performance Standard Violation	Liquidated Damages	Increment
3.5.2	Failure to service non-medical backdoor customer within standard	\$50	Per container
3.6.1	Failure to replace customer-owned container within standard	\$20	Per day
3.6.2	Failure to deliver solid waste or recycle cart within standard	\$50	Per cart, per day
3.6.3/3.6.4	Provision of waste/recycling cart not meeting specifications	\$250	Per cart
3.6.6/7.2.3	Failure to accurately maintain RFID asset database	\$100	Per day
3.6.7	Failure to maintain adequate inventory of carts and parts	\$500	Per day
3.6.8	Failure to repair/replace damaged cart within standard	\$50	Per cart, per day
3.7.1/3.7.2	Failure to properly complete and place non-collection notice	\$50	Per material / cart
3.7.1/3.7.2	Failure to properly report and document non-collection	\$50	Per material / cart
3.7.3	Failure to notify County of non-collection notices	\$200	Per material / cart
4.1.3	Failure to include proper guideline materials	\$50	Per container
5.2.2/5.2.4/5.2.5	Failure to properly develop or distribute materials	\$1,000	Per incident
6.1.3	Failure to properly handle carts/containers	\$20	Per cart
6.1.4	Failure to properly contain materials	\$100	Per incident
6.1.4/6.1.5	Failure to remediate spillage within standards	\$100	Per occurrence, per day
6.1.5	Failure to properly notify of spillage within standard	\$500	Per occurrence, per day
6.4.1	Operation of vehicle not within age standard	\$1,000	Per vehicle, per week
6.4.2	Inoperable equipment not reported within standard	\$250	Per incident
6.4.2	Reserve equipment not adequately activated	\$1,000	Per incident
6.4.4	RFID equipment not operational	\$500	Per vehicle, per day
6.4.5	GPS equipment not operational	\$500	Per vehicle, per day
6.4.6/6.4.7/6.4.8	Use of non-conforming equipment	\$500	Per day

## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

Section	Performance Standard Violation	Liquidated Damages	Increment
6.5.3	Failure to properly activate the fuel contingency plan	\$1,000	Per vehicle, per day
7.2.1/7.2.2	Failure to submit required report within required timeframe	\$100	Per day
8.2	Failure to comply with bill procedures	\$1,000	Per incident
9.2.1	Failure to properly prepare and maintain a register of complaints	\$2,000	Per month
9.2.2	Failure to resolve a request within standard	\$100	Per complaint
9.2.3	Failure to respond to messages within standard	\$100	Per incident
9.2.4	Failure to remove Refuse	Case by case	Per incident

9.3.7 Limits: The Contractor shall not be liable for liquidated damages because of any delays in the performance of the Work due to a condition Force Majeure as set forth in Section 9.8. Continuous and repeated instances of complaints not serviced or remedied shall be considered a breach of this Agreement and subject to the provisions in Section 9.5 herein.

### 9.4 Default

9.4.1 The following occurrences may be considered by the County to be a breach of contract:

9.4.1.1 The Contractor takes the benefit of insolvency statute, or shall make a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, petitions or answers seeking an arrangement for its reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property.

9.4.1.2 By order or decree of a court, the Contractor shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the Stockholders of the Contractor seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law or statute of the United States or of any state thereof; provided that, if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect.

9.4.1.3 By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the Contractor, and such possession or control shall continue in effect for a period of sixty (60) days.

9.4.1.4 The Contractor shall voluntarily abandon, desert, or discontinue its operation hereunder granted.

9.4.1.5 Any lien is filed against the Contractor's premises located in Leon County because of any act or omission of the Contractor and is not removed or the County adequately secured, by bond or otherwise, within ninety (90) days after the Contractor has received

## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

written notice thereof from the Administrator.

9.4.1.6 The Contractor has abandoned, failed, or refused to perform or observe each and every promise in this Agreement, or has failed or refused to comply with the reasonable instructions of the Administrator pursuant to the Agreement relative thereto. This may be considered a material breach of this Agreement and the Administrator shall notify the Contractor in writing of the breach. A copy of such written notice is to be mailed to the surety on the performance bond if within a period of seven (7) days the Contractor has not eliminated or remedied the conditions considered to be a breach of contract and the Administrator may declare a default on this Agreement and notify the Contractor and the surety on the performance bond of such a declaration of default, or to take any other action deemed appropriate.

9.4.2 In the event of any of these occurrences and except as otherwise provided, termination shall be effective upon the date specified in the County's written notice to the Contractor. Upon such time all liability of the County under this Agreement to the Contractor shall cease, and the County shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified services. The Contractor, for failure to perform, shall reimburse the County all direct and indirect costs of providing interim Residential Collection Service and Commercial Collection Service.

9.4.3 The Contractor shall be excused from performance in cases of acts Force Majeure as set forth in Section 9.8. During such period, the liability of the County to the Contractor for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability; provided, however, if the Contractor is unable for any reason to resume performance at the end of thirty (30) calendar days, the County shall be free to negotiate with other contractors for the operation of said collection services and to terminate this Agreement. Such operation with another contractor shall not release the Contractor hereto of its liability to the County for such breach of this Agreement.

### 9.5 Dispute

9.5.1 Except as otherwise provided in this Agreement, any dispute concerning a question of fact or of interpretation of a requirement of the Agreement which is not disposed of by mutual consent between the parties shall be decided by the Administrator, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Agreement. The Administrator shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Agreement and the findings and conclusions shall be observed by all parties unless or until the matter is presented to a court of competent jurisdiction by the Contractor. If the Contractor presents this matter to the court for resolution, pending the final decision of a dispute, the Contractor shall proceed diligently with the performance of the Agreement in accordance with the preliminary directions of the Administrator.

9.5.2 The Contractor expressly recognizes the paramount right and duty of the County to provide adequate waste collection services as necessary government functions, and further agrees, in consideration for the execution of the Agreement, that in the event the County shall invoke the provisions of this provision, Contractor will either negotiate with the County for an adjustment on the matter or matters in dispute, or present the matter to a court of competent jurisdiction.

## **ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE**

### **9.6 Termination**

This Agreement may be terminated by the County for an act of default by the Contractor as set out in Section 9.5, upon failure to cure after written notice. Termination shall be effective upon the date specified in the County's written notice to the Contractor. In the event of termination, the Contractor will be compensated for satisfactory services rendered up to and including the day of termination on a pro rata basis.

### **9.7 Force Majeure**

If either County or the Contractor is prevented from or delayed from performing duties under this Agreement by circumstances beyond its control, including but not limited to fires, hurricanes, severe weather, floods, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, or federal government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of disability lasting during the event or declared event. The party claiming Force Majeure shall promptly notify the other party in writing when upon learning of the existence of a Force Majeure condition, and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include or excuse performance under this Agreement for events relating to increased costs associated with fuel, labor, labor disputes, insurance, or other expenses of performing the services.

## **ARTICLE 10 OTHER TERMS AND CONDITIONS**

### **10.1 Independent Contractor**

The Contractor, at all times relative to this Agreement, shall be an independent Contractor and in no event shall the Contractor, nor any employees of the Contractor, nor any employees of the subcontractors of the Contractor, be considered to be employees of the County.

### **10.2 Subcontractors**

Subcontractors will be dealt with as workers and representatives of the Contractor, and as such shall be subject to the same requirements of the Contractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Agreement and despite such subcontracting the County shall deal through the Contractor.

### **10.3 Guarantee**

Guarantor hereby unconditionally guarantees: (a) the full and timely performance of all obligations and responsibilities of the Subsidiary with respect to the Subcontract Work, and hereby undertakes that if Subsidiary shall in any respect fail to perform such portions of the Subcontract Work, Guarantor warrants the full, faithful, and timely performance of all of any such portions of the Subcontract Work, and (b) the punctual payment and performance when due of each, and every other obligation of Subsidiary pursuant to the terms of the Subcontract (collectively, (a) and (b) are the "Guaranteed Obligations"). This Guarantee is a guarantee of payment and performance and not merely of collection. This Guarantee is in no way conditioned upon any requirement that \_\_\_ first attempt to enforce any of the Guaranteed Obligations against Subsidiary, any other guarantor of the Guaranteed Obligations, any surety or any other person or entity, or resort to any other means of obtaining performance of any of the Guaranteed Obligations. This Guarantee shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations are annulled, set aside, invalidated, declared to be fraudulent or preferential, rescinded or must otherwise be returned, refunded or repaid by \_\_\_ upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Subsidiary, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for Subsidiary or any substantial part of its property or otherwise, all as though such payment or payments had not been made.

## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

### 10.4 Permits and Licenses

- 10.4.1 The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect, and shall provide copies to the County.
- 10.4.2 The contractor shall obtain, at its own expense, all permits and licenses required to transport and dispose of waste in the States of Florida.

### 10.5 Performance Bond

- 10.5.1 A Performance Bond in the amount of 100% of the annual estimated residential subscription amount shall be supplied by the successful Contractor prior to contract execution. After the initial year of the contract, the value of the performance bond may be subject to adjustment with the approval of the County Administrator.
- 10.5.2 The Performance Bond shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Performance Bond must contain a clause stating the following:

" In the event of non-performance on the part of the contractor this performance / payment and materials bond can be presented for honor and acceptance ( address ), which is located in Tallahassee, Florida. "

### 10.6 Insurance

- 10.6.1 Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.
- 10.6.2 Contractor shall maintain limits no less than:
- General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
  - Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
  - Pollution Liability Insurance and/or Environmental Impairment Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The coverage shall provide protection for the site owners and operators against third-party liability for bodily injury, property damage and cleanup cost as a result of a pollution event on, at, under or coming from the insured's covered location and/or which may arise from, or in connection with, the performance by the insured, its agents, representatives, employees and/or members.
  - Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined

## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

10.6.3 Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

10.6.4 The policies are to contain, or be endorsed to contain, the following provisions:

10.6.4.1 General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).

- The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
- The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.6.4.2 Pollution Liability Insurance and/or Environmental Impairment Liability Insurance (County is to be named as an Additional Insured).

10.6.4.3 All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

10.6.5 Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

10.6.6 Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

10.6.7 Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## **ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE**

### **10.7 Ownership**

The Contractor shall list all officers, directors and principals of the company and all persons with ownership in excess of five percent (5%). During the term of the Agreement, the Contractor shall notify the County of any changes in officers, directors, principals or persons with ownership in excess of five percent (5%). If the Contractor sells the company, the County reserve the right to investigate the new owner(s) and to terminate the Agreement if, in their judgment, the new owner(s) will not be able to meet the responsibilities of the Agreement.

### **10.8 Compliance with Laws and Regulations**

The Contractor hereby agrees to abide with all applicable Federal, State and local laws and regulations. It is understood that the County has ordinances for affecting a Solid Waste Management program. It is the responsibility of the Contractor to become familiar with such ordinances, and it is understood that, if any provisions of said ordinances are in conflict with the conditions of this Agreement, the ordinances shall be the governing factor for performance of the Agreement.

### **10.9 Indemnification**

The Contractor shall defend, indemnify, save harmless, and exempt the County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees resulting from injury to persons or damage to property arising out of or from any Work required to be done by the Contractor, its officers, agents, employees and subcontractors in the performance of this Agreement. In connection with any legal proceedings arising hereunder, the County reserves the right to retain counsel of its choice and at its own expense to represent the County, or, in the alternative, approve counsel obtained by the Contractor. This indemnification and hold harmless provision shall survive the expiration and/or termination of this Agreement.

### **10.10 Waiver of Jury Trial**

In the event that litigation is brought in order to enforce any terms, conditions or covenants under this Agreement, or to remedy any breach thereof, the Parties waive any and all right to trial by jury on any enforcement action.

### **10.11 Sovereign Immunity**

Nothing herein shall be construed as a waiver of any rights or privileges afforded Leon County, as a political subdivision of the State of Florida, under Section 768.2.8, Florida Statutes, or its common law right of sovereign immunity.

### **10.12 Venue**

The agreement and the legal relations between the parties hereto shall be governed and construed in accordance with the laws of the State of Florida, and all suits shall be brought exclusively in the state and federal courts in and for Leon County, Florida.

### **10.13 Drug Free Workplace**

The Contractor shall maintain a drug-free workplace.

### **10.14 Assignment and Subletting**

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Contractor without the express written consent of the County. In the event of any assignment, the assignee shall assume the full liability of the Contractor.



## **ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE**

### **10.15 Notices**

A letter addressed and sent by United States mail to either party at its business address shown herein shall be sufficient notice whenever required for any purpose under this Agreement. Notices may also be sent via electronic mail (e-mail) wherein receipt of such notice(s) is confirmed by reply e-mail by the receiving party.

### **10.16 Severability**

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

### **EXHIBITS**

- Exhibit 1 – Bid Document # BC-XX-XX-XX-XX
- Exhibit 2 – Vendor Submitted Bid Document
- Exhibit 3 – Residential Rates (Awarded Vendor's Rates)
- Exhibit 4 – Commercial Rates (Awarded Vendor's Rates)
- Exhibit 5 – Solid Waste Cart and Recycling Card Specifications
- Exhibit 6 – RFID Specifications
- Exhibit 7 – Collection Service at County Facilities
- Exhibit 8 – Calculation of Annual CPI and Fuel Adjustment to Rates

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**ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE**

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

**LEON COUNTY, FLORIDA**

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

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

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

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

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

Approved as to Form:  
Leon County Attorney's Office

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

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

**VENDOR NAME**

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

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

Title: \_\_\_\_\_

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

## ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE

### EXHIBIT 5 SOLID WASTE CART AND RECYCLING CART SPECIFICATIONS

Following are minimum requirements for Solid Waste Carts and Recycling Carts used for Residential Collection Service.

<b>Quality</b>	<ul style="list-style-type: none"> <li>• Manufacturer's latest design</li> <li>• Uniform thickness throughout body (at least 0.150 in.)</li> </ul>
<b>RFID</b>	<ul style="list-style-type: none"> <li>• See Exhibit 6 for RFID tag Specifications</li> </ul>
<b>Construction Material</b>	<ul style="list-style-type: none"> <li>• High-density polyethylene</li> <li>• Minimum of 30% post-consumer recycled content</li> <li>• Off-spec or wide-spec material and dry blending of material is not acceptable</li> </ul>
<b>Size (Capacity)</b>	<ul style="list-style-type: none"> <li>• 95 gallons (+/- 3%)</li> <li>• 65 gallons (+/- 3%)</li> </ul>
<b>Colors</b>	<ul style="list-style-type: none"> <li>• Granite (Solid Waste)</li> <li>• Green (Recycling)</li> <li>• Non-fading; integrated UV inhibitor</li> <li>• Colors must be impregnated into the plastic</li> <li>• Painted carts are unacceptable</li> <li>• Exact color codes to be approved by Administrator</li> </ul>
<b>Markings</b>	<ul style="list-style-type: none"> <li>• Each container lid shall have in-mold labeling; Administrator will provide detail</li> <li>• Each container shall have the County logo hot stamped on each side and not deviate from branding of existing containers; Administrator will provide detail</li> <li>• Each container shall be labeled with a matrix barcode as approved by Administrator</li> </ul>
<b>Load Rating</b>	<ul style="list-style-type: none"> <li>• Minimum 3.5 lbs per gallon; conforming to ANSI Standard Z245.30</li> </ul>
<b>Warranty</b>	<ul style="list-style-type: none"> <li>• Minimum 10 years</li> </ul>
<b>Lift Systems</b>	<ul style="list-style-type: none"> <li>• Must be compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters</li> <li>• Upper lift point must be integrally molded into the body of the cart with sufficient support under the lifting pocket for 95 and 65 gallon carts</li> <li>• Bolted-on bars are not acceptable</li> </ul>
<b>Standards</b>	<ul style="list-style-type: none"> <li>• Carts must meet the requirements of ANSI Z245.30 and ANSI Z245.60 standards for "Type B/G" carts</li> </ul>

## EXHIBIT 6 RFID SPECIFICATIONS

Following are minimum requirements for the RFID tags required to be placed on all Solid Waste Carts and Recycling Carts used for Residential Collection Service.

<b>Technical Specifications</b>	<ul style="list-style-type: none"><li>• RFID tags must be passive Ultra High Frequency (UHF) with an optimal operating frequency of 860-960 MHz.</li><li>• Read range: 6 foot minimum</li><li>• Protocol: EPC Class 1 Gen 2</li></ul>
<b>Environmental Specifications</b>	<ul style="list-style-type: none"><li>• RFID tags must have an optimal operating temperature of -40°F to +149°F</li><li>• Waterproof</li><li>• Chemical resistant appropriate for Solid Waste collection application</li><li>• Mechanical resistant appropriate for Solid Waste collection application</li></ul>
<b>Mounting Specifications</b>	<ul style="list-style-type: none"><li>• Encapsulated tag designed for mounting</li><li>• Mounting surfaces: Metal, plastic, etc.</li></ul>
<b>Memory Requirement</b>	<ul style="list-style-type: none"><li>• EPC 96 bits; User 512 bits; TID 64 bits. EPC and User memory reprogrammable, TID is locked at point of manufacturer</li></ul>
<b>Supporting Software</b>	<ul style="list-style-type: none"><li>• Web-based</li></ul>

## EXHIBIT 7 COLLECTION SERVICE AT COUNTY FACILITIES

Containers below shall be serviced at the frequency listed below or approved by the Administrator.

Facility	Solid Waste	
	Container	Frequency
Apalachee Regional Park	4 yard	2/week
Bradfordville Community Center	4 yard	1/week
Canopy Oaks Community Park	8 yard	2/week
Chaires Community Park	8 yard	2/week
Coe Landing Campground	(3) 4 yard	1/week
Eastside Branch Library	8 yard	1/week
Fred George Greenway	4 yard	1/week
Ft. Braden Community Center	4 yard	1/week
Ft. Braden Park	8 yard	2/week
Ft. Braden Library	8 yard	1/week
J. Lee Vause Park	4 yard	1/week
J. Lewis Hall, Sr. Recreation Complex	8 yard	2/week
Luther Hall Landing	4 yard	1/week
Miccosukee Greenway, Thorton Rd.	4 yard	1/week
Miccosukee Community Center	4 yard	1/week
Miccosukee Community Park	4 yard	1/week
Northeast Branch Library	8 yard	1/week
St. Marks Greenway	4 yard	1/week
Reeves Landing	4 yard	1/week
Williams Landing	4 yard	1/week
Woodville Community Center	8 yard	1/week

**ATTACHMENT C - DRAFT FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION SERVICE****EXHIBIT 8****CALCULATION OF ANNUAL CPI AND FUEL ADJUSTMENTS TO RATES**

Effective October 1, 2021 and the same date each year thereafter during the term of the Agreement, the rate shall be adjusted as specified below. Ninety percent (90%) of the rate shall be adjusted based on seventy-five percent (75%) of the percentage change in the Consumer Price Index between the month of February in the previous year and the month of February in the current year. Ten percent (10%) of the rate shall be adjusted based on the percentage change in the Fuel Price Index between the average monthly fuel price from February through January in the year prior, and the average monthly fuel price from February through January of the most current twelve (12) months. The total adjustment to the service rate in any given year shall not exceed five percent (5%) of the previous year's rate.

New Rate = Current Rate (CR) + CPI Adjustment + Fuel Adjustment

CPI Adjustment = Round  $((CPI_2 - CPI_1) / CPI_1) * .75 * .90 * CR, 2)$   
(CPI 2 minus CPI 1, divided by CPI 1, times .75, times .90, times CR, rounded 2 places)

"CPI" = Consumer Price Index for the South Urban Region, All Items - All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CWUR0300SA0)

"CPI1" = published CPI average for the month of February of the prior year

"CPI2" = published CPI average for the month of February of the current year

Fuel Adjustment =  $[Round((FI_{2D} - FI_{1D}) / FI_{1D}) * (.10 * \%D) * CR, 2)] + [Round((FI_{2CNG} - FI_{1CNG}) / FI_{1CNG}) * (.10 * \%CNG) * CR, 2)]$   
(FI<sub>2D</sub> minus FI<sub>1D</sub>, divided by FI<sub>1D</sub>, times .10, times %D, times CR, rounded 2 places) plus  
(FI<sub>2CNG</sub> minus FI<sub>1CNG</sub>, divided by FI<sub>1CNG</sub>, times .10, times %CNG, times CR, rounded 2 places)

"FI<sub>D</sub>" = The Diesel Fuel Index will be the Ultra-Low-Sulfur No. 2 Diesel Fuel Prices: U.S. Gulf Coast (0-15 ppm) Retail Prices (cents per gallon), published by the United States Department of Energy

"FI<sub>CNG</sub>" = Consumer Price Index: Utility (Piped) Gas Service in U.S. City Average, All Urban Consumers

"FI<sub>1D</sub>" = average published monthly fuel price from February through January of the year prior to FI<sub>2</sub>

"FI<sub>2D</sub>" = average published monthly fuel price from February through January of the most current 12 months

"FI<sub>CNG</sub>" = Fuel Index is the Lower Atlantic (PADD 1C) No. 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Cents per Gallon), U.S. Department of Energy, Energy Information Administration.

"%D" = percent composition of the Contractor's fleet that utilizes diesel.

"FI<sub>1CNG</sub>" = average published monthly fuel price from February through January of the year prior to FI<sub>2</sub>

"FI<sub>2CNG</sub>" = average published monthly fuel price from February through January of the most current 12 months

"%CNG" = percent composition of the Contractor's fleet that utilizes CNG.

**SAMPLE CALCULATION**

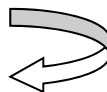
Assumptions:	CR = \$3.00	FI <sub>1D</sub> = 1.893	%D = 0.5
	CPI1 = 249.369	FI <sub>2D</sub> = 1.805	%CNG = 0.5
	CPI2 = 252.672	FI <sub>1CNG</sub> = 178.443	
		FI <sub>2CNG</sub> = 178.197	

New Rate = [CR] + [Round  $((CPI_2 - CPI_1) / CPI_1) * .75 * .90 * CR, 2)$ ] +  
[ (Round  $((FI_{2D} - FI_{1D}) / FI_{1D}) * (.10 * \%D) * CR, 2)$  ) + (Round  $((FI_{2CNG} - FI_{1CNG}) / FI_{1CNG}) * (.10 * \%CNG) * CR, 2)$  )]

New Rate = [\$3.00] + [\$0.03] + [-\$0.01 + -\$0.00] = \$3.02

Maximum Increase Allowed = [CR] \* 1.05 = \$3.15

New Rate = \$3.02



LEON COUNTY PURCHASING DIVISION  
 BID TABULATION SHEET  
 BC-11-15-19-01

Attachment #2  
 Page 1 of 29

Bid Title: Solid Waste Collection Services in Leon County  
 Opening Date: Friday, November 15, 2019 at 2:00 PM

Item/Vendor	Waste Mgmt.	Waste Pro of FL		
Response Sheet with Manual Signature		Yes		
Addendum #1		Yes		
Addendum #2		Yes		
Bidder Information Form		Yes		RECEIVED
Equal Opportunity and Affirmative Action		Yes		NOV 15 PM2:01
Affidavit Immigration		Yes		LEON COUNTY PURCHASING
Insurance Certification Form		Yes		
Drug Free Workplace Form		Yes		
Bid Bond		Yes		
Pricing (Sealed)	No Bid	Yes		

Tabulated By: Shelley Kelley

Kevin Forslund  
 Posted December 2, 2019



## INDEX

COVER LETTER

POWER OF ATTORNEY

BID BOND

CERTIFICATE OF GOOD STANDING

- 1) BID RESPONSE SHEET
- 2) BIDDER QUALIFICATIONS/REFERENCES/BIDDER INFORMATION FORM
- 3) EQUAL OPORTUNITY/AFFIRMATIVE ACTION STATEMENT
- 4) AFFIDAVIT CERTIFICATION IMMIGRATION LAWS
- 5) INSURANCE CERTIFICATION FORM
- 6) DRUG-FREE WORKPLACE FORM

REQUIRED DOCUMENTS





Shelly Kelley  
Director of Purchasing  
Leon County, Florida  
1800-3 N. Blair Stone Road  
Tallahassee, Florida 32308

Re: ITB for Solid Waste Services in Leon County BC-11-15-19-01

Ms. Kelley,

Waste Pro of Florida, Inc. (hereafter referred to as Waste Pro) is a privately held Florida corporation. We are pleased to have the opportunity to provide the enclosed proposal for the above-mentioned Invitation to Bid (ITB). We have examined the bid package, and as we are the current service provider, we understand the scope of services required and are pleased to offer our continued experienced services to the residents and businesses of Leon County.

In 2013, we responded to the County's proposal and were the successful bidder, saving the residents of Leon County approximately \$5.00 per month on their solid waste disposal bill. We were able to do this by providing automated service as opposed to rear load service (where you have two employees on the truck, one driving and one on the back loading the truck). Although the County experienced a significant savings at the time, it did not provide the level of service that the County was anticipating. Bulk items and household refuse that was normally picked up with the cart now had to be called in for a "special pickup". This caused delays in service of this material resulting in up to a week to have this material picked up. In the new bid specs, we are asked to pick up these items within three days.

In order for us to provide the service that the County requires, we have made the decision to go back to rear load service. Along with the solid waste picked up in the cart, other household refuse and bulk can be put out for service on your normal service day. This will cut down tremendously on the number of calls that we and the County receive daily. Recycling service will remain the same with an automated truck.

In our proposal, we have also added equipment/routes. We are currently running 7 routes for solid waste, and 1 small truck route for difficult areas to access. We will now run 8 routes, and 1 small truck route. For recycling, we are currently running 5 routes, this will increase to 6 routes for better coverage. For yard debris, the County has specified unlimited pickup as long as the piles of yard waste are put out at certain size specifications. We are currently running 4 yard debris routes and 2 clam truck routes. This will increase to 5 yard debris and 3 clam truck routes.



The addition of equipment and manpower will enhance our customers' service experience. We take great pride in what we do. It is important to us to begin the new agreement being able to provide the service that our residents of Leon County desire.

As you review our proposal and check our references, I feel confident that Waste Pro is uniquely qualified to handle the collection service requirements. Municipal contracts are our area of expertise; this is our bread and butter. We have enclosed references and encourage you to contact these municipalities and ask their opinion of Waste Pro. Nobody tells our story better than our customers.

Founded in 2001, Waste Pro is the fastest growing, privately owned solid waste company in the Southeastern United States. Currently providing service to over 500 Cities and 300 Counties in exclusive or non-exclusive franchises or in open markets. Waste Pro serves more municipal residences than any other hauler in the State of Florida. We have operating facilities in 61 of Florida's 67 counties. We are financially strong and ready to continue our services to the residents of Leon County.

Waste Pro understands the importance of having a local presence. As we are doing now, customer calls will be answered locally by a real person, not an automated attendant-resulting in a quicker response time. Our in-field management will be on site and in the County daily ensuring that all routes are being completed as well as to address any customer service needs. We believe in being part of the community. Waste Pro will continue to contribute and participate in local business and charitable organizations.

Another area of concern we always face is "The Transition". Having serviced the Leon County franchise for the last six years, we are well aware of the issues that present themselves such as access to customers in rural areas. With Waste Pro and the additional equipment/routes that we will put in, the transition will be minimal as compared to bringing in another hauler.

Waste Pro warrants that the requirements of this project, as described in the ITB, its enclosures and all addenda have been reviewed. If awarded, Waste Pro intends to provide the services requested in the ITB, in compliance with the terms in the Agreement, for the rates (prices) submitted in the enclosed proposal.

We look forward to continuing to partner and provide your residences and businesses with the services that are the "Distinguishable Difference."

We very much appreciate your time and consideration.

Best Regards,

*E. Ralph Mills*

E. Ralph Mills

Regional Vice President

Waste Pro of Florida, Inc.

[rmills@wasteprousa.com](mailto:rmills@wasteprousa.com)

Cell: 850 210-2237

## Senior Management Team

### JOHN JENNINGS



#### Chairman & CEO

John J. Jennings is the founder and visionary behind Waste Pro's mission to create more sustainable, cost-effective waste and recycling solutions. As Chairman of the Board and Chief Executive Officer, he has transformed Waste Pro into one of the fastest growing solid waste companies in the United States, receiving national recognition for his strategic direction and development of innovative initiatives.

Prior to launching Waste Pro USA, Inc. in 2001, Jennings had an established reputation as a prominent leader in the recycling and waste disposal industry. From 1992 to 1995, Jennings served as chief executive officer of Jennings Environmental Services, the largest, privately-owned waste disposal company in central Florida. Upon merging with USA Waste Services, Inc. in 1996, Jennings Environmental Services became a subsidiary and Jennings was named Regional Vice President for the Florida and Caribbean division. Commanding a management team composed of many of Waste Pro's current leaders, Jennings oversaw more than 160 municipal contracts that served 1.8 million residencies and 20,000 commercial enterprises.

### SEAN JENNINGS



#### President

Sean Jennings has been involved in every facet of the waste and recycling business throughout his life and more formally since joining the industry officially in 2012. Sean is a third-generation garbage man and native Floridian. He previously served as the Division Manager of Waste Pro's Sarasota-Bradenton Regional Operations and Recycling Facility. In addition, he is a Corporate Officer of Waste Pro USA, Inc.

Following graduation from the University of Alabama, where he majored in economics and finance, Sean spent time working in collection and landfill disposal in Costa Rica. Upon his return to the States, he spent time in operations and landfill construction in Georgia and Mississippi. In 2014, Sean became the

Division Manager for the Tampa-Clearwater area and then assumed management of the Bradenton-Sarasota Division in 2016, building CNG and recycling facilities to meet the needs of Manatee County's seven-year contract extension. In addition to his role as President, Sean serves on numerous community boards. In 2018, he was honored with *Waste360's* 40 Under 40 Award. Sean was also a member of Waste Pro's inaugural Leaders Initiative class.

#### RALPH MILLS



#### Regional Vice President, Coastal Region

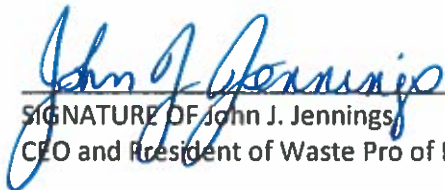
Ralph Mills, a Florida native, is the Regional Vice President of the expansive Southern Region, including South Alabama, South Georgia, and the Florida Panhandle. A veteran in the solid waste industry, he is a graduate of Florida State University with a B.S. in Accounting and a B.S. in Finance. With more than 35 years of industry experience, Ralph has served in virtually every capacity of solid waste hauling and landfill operations and administration. Previously with Waste Management, he served as the Manager of Sales, Operations, then serving as District Manager before becoming Controller for the competitive South Florida market. He later ventured into Managerial and Operations roles, including those on the Regional level in North Florida. Ralph came to Waste Pro in 2006 to further expand his managerial skills as Regional Vice President and enjoys the challenges that accompany new large residential and commercial operations. He currently resides in Tallahassee, Florida.

**POWER OF ATTORNEY**

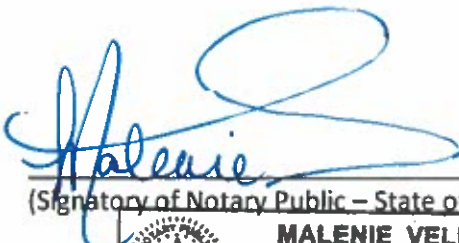

This Power of Attorney made this 23 day of October 2019, I, John J. Jennings, CEO and President of Waste Pro of Florida, Inc., hereby appoint, Ralph Mills, to do, bind, and execute the following on behalf of Waste Pro of Florida, Inc.

1. Execute, bid, and deliver any documents related to the Leon County Government ITB Number: BC-11-15-19-01, for Solid Waste Collection Services in Leon County, including any and all Addendums.
2. This Power of Attorney is intended to grant broad powers to Ralph Mills to execute documents in this matter.

This Power of Attorney is to remain in full force and effect until written revocation by an officer of Waste Pro of Florida, Inc.

  
\_\_\_\_\_  
SIGNATURE OF John J. Jennings  
CEO and President of Waste Pro of Florida, Inc.

Sworn to (or affirmed) and subscribed before me this 23 day of October 2019, by John J. Jennings.

  
\_\_\_\_\_  
(Signatory of Notary Public – State of Florida)  


\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known X or produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

October 24, 2019

**RE:** Waste Pro of Florida, Inc.  
264 Commerce Lane  
Midway, FL 32343

**Project:** Bid# BC-11-15-19-01- Solid Waste Collection Services in Leon County  
Leon County, FL

**To Whom It May Concern:**

Waste Pro of Florida, Inc. (Waste Pro USA) has maintained a surety bonding credit relationship with Willis Towers Watson for many years. A surety we currently use on their behalf is Seneca Insurance Company, Inc., and the account is in good standing. We currently have a surety line of credit in place for Waste Pro of Florida, Inc. (Waste Pro USA) with Seneca for single projects of \$10,000,000 and an aggregate line of \$30,000,000 in-house capacity with a \$50,000,000 aggregate over line of authority, if needed. We have always found them to be an exemplary client and excellent contractor.

Reserving the surety's rights to practice normal underwriting functions, we are prepared to have them issue bonds covering parameters referenced above.

As is customary, any consideration by the surety is subject to the following conditions:

- 1) All terms and conditions of the contracts, including any amendments or supplemental conditions meet the surety's satisfactory review and approval
- 2) Bond form(s) meet the surety's satisfactory review and approval
- 3) Financing of the contract meets the surety's satisfactory review and approval
- 4) All other normal underwriting conditions as determined by the surety have been met by Waste Pro of Florida, Inc. (Waste Pro USA) at the time of contract award and final bond request

A.M. Best Company has assigned Seneca Insurance Company an "A" rating and Seneca Insurance Company is on the Treasury Department Circular 570 list of approved sureties.

Please do not hesitate to reach out or call with any questions.

Very truly yours,

SENECA INSURANCE COMPANY

By 

Chaun M. Wilson, Attorney-In-Fact



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Waste Pro of Florida, Inc.  
264 Commerce Lane  
Midway, FL 32343-6646

### SURETY:

(Name, legal status and principal place of business)

Seneca Insurance Company, Inc.  
160 Water Street  
New York, NY 10038-4922  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Board of County Commissioners, Leon County, Florida  
1800-3 N. Blair Stone Road  
Tallahassee, FL 32308

BOND AMOUNT: \$50,000.00 Fifty Thousand Dollars and 00/100

### PROJECT:

(Name, location or address, and Project number, if any)

Bid No. BC-11-15-19-01 Solid Waste Collection Services in Leon County

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 15th day of November, 2019.

(Witness)

(Witness) Lisa A. Pless

Waste Pro of Florida, Inc.

(Principal)

(Seal)

By: E. Ralph Pless REGIONAL V.P.  
(Title)

Seneca Insurance Company, Inc.

(Surety)

(Seal)

By: Chaun M. Wilson  
(Title) Chaun M. Wilson Attorney-in-Fact

POWER OF ATTORNEY  
SENECA INSURANCE COMPANY, INC.  
PRINCIPAL OFFICE, NEW YORK, NEW YORK

92001

KNOW ALL MEN BY THESE PRESENTS: That SENECA INSURANCE COMPANY, INC., a corporation duly organized and existing under the laws of the State of New York, has made, constituted and appointed, and does hereby make, constitute and appoint:

Lisa A. Pless, Chaun M. Wilson, Ann Hamby, Debbie Mantooth, Pamela Pratt

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind the Corporation thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of the Corporation at its principal office, in amounts or penalties not exceeding: Fifty Million Dollars (\$50,000,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on 31 day, of January month, 2020 year.

This Power of Attorney is granted pursuant to unanimous written consent passed the 19th day of September 2011 by the directors of Seneca Insurance Company, Inc. in accordance with Article II, Section 12 of the By-Laws of Seneca Insurance Company, Inc.

Resolved that the President, Vice President, Secretary and Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signatures, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in the given power of attorney to execute on behalf of, and acknowledge as the act and deed of the Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto.

IN WITNESS WHEREOF, SENECA INSURANCE COMPANY, INC. has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 11th day of March, 2019.

Corporate Seal:



STATE OF NEW JERSEY,  
ss.:  
COUNTY OF MORRIS

On this 11th day of March, 2019 before me, a Notary Public, personally appeared the above named officers, Daniel Sussman and Laura Schneider, who, being duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Vice President of the said SENECA INSURANCE COMPANY, INC. and acknowledged said instrument to be the voluntary Act and Deed of said Company. They are both personally known to me.

SENECA INSURANCE COMPANY, INC.

By *Daniel Sussman*

Daniel Sussman  
Senior Vice President

*Laura Schneider*

Laura Schneider  
Senior Vice President

*Sonia Scala*

SONIA SCALA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 3/25/2024  
No. 2163686

Sonia Scala, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Seneca Insurance Company, Inc. on the 15th day of November, 2019



POWER OF ATTORNEY  
SENECA INSURANCE COMPANY, INC.  
PRINCIPAL OFFICE, NEW YORK, NEW YORK

92001

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This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on 31 day, of January month, 2020 year.

This Power of Attorney is granted pursuant to unanimous written consent passed the 19th day of September 2011 by the directors of Seneca Insurance Company, Inc. in accordance with Article II, Section 12 of the By-Laws of Seneca Insurance Company, Inc.

Resolved that the President, Vice President, Secretary and Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signatures, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in the given power of attorney to execute on behalf of, and acknowledge as the act and deed of the Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto.

IN WITNESS WHEREOF, SENECA INSURANCE COMPANY, INC. has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 11th day of March, 2019.



Corporate Seal:

SENECA INSURANCE COMPANY, INC.

By: 

Daniel Sussman  
Senior Vice President

STATE OF NEW JERSEY,  
ss.:  
COUNTY OF MORRIS

On this 11th day of March, 2019 before me, a Notary Public, personally appeared the above named officers, Daniel Sussman and Laura Schneider, who, being duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Vice President of the said SENECA INSURANCE COMPANY, INC. and acknowledged said instrument to be the voluntary Act and Deed of said Company. They are both personally known to me.

Attest: 

Laura Schneider  
Senior Vice President



SONIA SCALA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 3/25/2024  
No. 2163686

Sonia Scala, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Seneca Insurance Company, Inc. on the 24th day of October, 2019

# *State of Florida*

## *Department of State*

I certify from the records of this office that WASTE PRO OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on January 5, 2001.

The document number of this corporation is P01000003611.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 7, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Seventh day of January, 2019*



*Ken DeFries*  
**Secretary of State**

Tracking Number: 3679501735CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Wells Fargo Capital Finance  
MAC J0149-030  
100 Park Ave  
14th Floor  
New York, NY 10017

Tel: 212 840 2000

November 1, 2019

Shelly W. Kelley  
Purchasing Director  
Board of County Commissioners  
Leon County Purchasing Division  
1800-3 Blair Stone Road  
Tallahassee, FL 32308

RE: Leon County Government Invitation to Bid (ITB) for Solid Waste Collection Services in  
Leon County; ITB Number BC-11-15-19-01

Dear Ms. Kelley,

We have been advised that Waste Pro of Florida, Inc. ("the Company") is submitting a response to the RE: ITB Number BC-11-15-19-01. They have asked us to provide you with a letter which addresses the Company's financing for this process. Please use this letter for that purpose, noting however that, as customary in letters of this nature, no other parties can rely on this letter.

In that respect, we hereby advise you that, Waste Pro of Florida, Inc. (along with certain other of the Parent's subsidiaries) have been customers of Wells Fargo Bank, National Association (the "Bank") since 2014. The Bank currently serves as the administrative agent for a syndicate of lenders for the Parent's and its subsidiaries' \$215.0 million senior revolving credit facility (the Senior Credit Facility"), of which approximately \$160 million is available to borrow as of this date. Any borrowings under the Senior Credit Facility are subject to the satisfaction of certain conditions precedent to funding. If the conditions to funding are met, the Senior Credit Facility may be utilized for direct borrowing and issuance of standby letters of credit, with direct borrowings allowed to be used to finance the following: (i) permitted acquisitions; (ii) capital expenditures; (iii) working capital; and, (iv) other general corporate purposes. The current maturity date of Senior Credit Facility is May 2nd, 2022.

Should you have any questions, or require additional information on our relationship with Waste Pro USA, Inc. please do not hesitate to contact Cory Moore at: Tel: 212-545-4267, or email: [Cory.R.Moore@wellsfargo.com](mailto:Cory.R.Moore@wellsfargo.com).

Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Cory R. Moore".

Cory R. Moore  
Vice President  
Wells Fargo Bank, National Association  
100 Park Ave, 14<sup>th</sup> Floor  
New York, NY 10017

Together we'll go far



ATTACHMENT A – BID FORMS

BID RESPONSE SHEET


The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley  
Purchasing Director

Jimbo Jackson  
Chairman

This bid is submitted by the below named company/individual by the undersigned authorized representative.

Waste Pro of Florida, Inc.  
(Company Name)

BY E. Ralph Mills   
(Authorized Representative)

E. Ralph Mills - Regional Vice President  
(Printed or Typed Name and Title)

ADDRESS 1975 Commonwealth Lane  
Tallahassee FL 32303

TELEPHONE 850-606-1899

FAX 850-328-0344

FEID or SSN 59-3701785

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated 10/31/19 Initials 

Addendum #2 dated 11/6/19 Initials 

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #4 dated \_\_\_\_\_ Initials \_\_\_\_\_

Addendum #5 dated \_\_\_\_\_ Initials \_\_\_\_\_

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NOV 15 PM1:26

LEON COUNTY PURCHASING

## ATTACHMENT A – BID FORMS

### BIDDER INFORMATION FORM

Bidder shall complete this form to demonstrate it meets the minimum qualifications specified in Section IV. Bidder may attach any supplemental information necessary to make such demonstration. Pages of this form may be copied to provide additional reference information.

#### 1. Reference #1

Company/Bidding Entity: Manatee County Florida Service Area 1 - Waste of Florida, Inc.

Municipal/County Contact: Jeanne' Detweiler

Municipal/County Address: 3333 Lena Road, Bradenton, FL 34205

Municipal/County Employee Responsible for Contract Compliance: Jeanne' Detweiler

Above Employee's Phone: (941 ) 798-6760 Fax: (XXX) Not Used Email: jeanne.detweiler@mymanatee.org

Term of Contract: Start Date: October 1, 2008 End Date: Ongoing

#### Residential Collection Service

Services Provided within Contract (check all that apply)	Type of Service	Number of Units Serviced	Frequency of Collection		
			1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Manual Solid Waste	60,242		X	
<input type="checkbox"/>	Carted Solid Waste				
<input type="checkbox"/>	Manual Recycling				
<input checked="" type="checkbox"/>	Carted Recycling	60,242	X		
<input checked="" type="checkbox"/>	Yard Debris	60,242	X		
<input checked="" type="checkbox"/>	Bulky Waste	60,242		X	

#### Commercial Collection Service

Number of commercial customers: None

Compactor container service provided ☐ YES ☒ NO

Commercial recycling collection provided ☒ YES ☐ NO

**ATTACHMENT A – BID FORMS**

**2. Reference #2**

Company/Bidding Entity: Lee County Florida Areas 3 & 5 - Waste Pro of Florida, Inc.

Municipal/County Contact: Pam Keyes

Municipal/County Address: 6441 Topaz Court, Fort Myers, FL 33966

Municipal/County Employee Responsible for Contract Compliance: Pam Keyes

Above Employee's Phone: ( 239 ) 533-8883 Fax: ( XXX ) Not Used Email: pkeyes@leegov.com

Term of Contract: Start Date: 10/1/2005 End Date: Ongoing

**Residential Collection Service**

Services Provided within Contract (check all that apply)	Type of Service	Number of Units Serviced	Frequency of Collection		
			1x per week	2x per week	Other
<input checked="" type="checkbox"/>	Manual Solid Waste	66,064	X		
<input type="checkbox"/>	Carted Solid Waste				
<input type="checkbox"/>	Manual Recycling				
<input checked="" type="checkbox"/>	Carted Recycling	66,064	X		
<input checked="" type="checkbox"/>	Yard Debris	66,064	X		
<input checked="" type="checkbox"/>	Bulky Waste	66,064	X		

**Commercial Collection Service**

Number of commercial customers: 2,521

Compactor container service provided ☒ YES ☐ NO

Commercial recycling collection provided ☒ YES ☐ NO

### ATTACHMENT A – BID FORMS

**3. Reference #3**

Company/Bidding Entity: City of Cape Coral, Florida - Waste Pro of Florida, Inc.

Municipal/County Contact: Stacy Maine

Municipal/County Address: 1015 Cultural Park Blvd., Cape Coral, FL 33990

Municipal/County Employee Responsible for Contract Compliance: Stacy Maine

Above Employee's Phone: (239 ) 574-0592 Fax: (239 ) 574-0732 Email: smaine@capecoral.net

Term of Contract: Start Date: 10/1/2010 End Date: Ongoing

**Residential Collection Service**

Services Provided within Contract (check all that apply)	Type of Service	Number of Units Served	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Manual Solid Waste				
<input checked="" type="checkbox"/>	Carted Solid Waste	75,851	X		
<input type="checkbox"/>	Manual Recycling				
<input checked="" type="checkbox"/>	Carted Recycling	75,851	X		
<input checked="" type="checkbox"/>	Yard Debris	75,851	X		
<input checked="" type="checkbox"/>	Bulky Waste	75,851	X		

**Commercial Collection Service**

Number of commercial customers: 1,623

Compactor container service provided ☒ YES ☐ NO

Commercial recycling collection provided ☒ YES ☐ NO

## ATTACHMENT A – BID FORMS

### 4. Reference #4

Company/Bidding Entity: Palm Beach County Florida Area 1 - Waste Pro of Florida, Inc.

Municipal/County Contact: John Archambo

Municipal/County Address: 7501 N. Jog Road, West Palm Beach, FL 33412

Municipal/County Employee Responsible for Contract Compliance: John Archambo

Above Employee's Phone: ( 561 ) 315-2020 Fax: ( 561 ) 640-3400 Email: jarchambo@swa.org

Term of Contract: Start Date: Original 10/1/08 new 10/1/19 End Date: Ongoing

#### Residential Collection Service

Services Provided within Contract (check all that apply)	Type of Service	Number of Units Served	Frequency of Collection		
			1x per week	2x per week	Other
<input type="checkbox"/>	Manual Solid Waste				
<input checked="" type="checkbox"/>	Carted Solid Waste	46,630		X	
<input checked="" type="checkbox"/>	Manual Recycling	46,630	X		
<input type="checkbox"/>	Carted Recycling				
<input checked="" type="checkbox"/>	Yard Debris	46,630	X		
<input checked="" type="checkbox"/>	Bulky Waste	46,630	X		

#### Commercial Collection Service

Number of commercial customers: 1,948

Compactor container service provided ☒ YES ☐ NO

Commercial recycling collection provided ☒ YES ☐ NO



## ATTACHMENT A – BID FORMS

### 5. Senior Management Team

Bidder shall have an experienced senior management team. Each member of the senior management team shall have at a minimum five (5) years experience in solid waste collection services. The senior management team is defined as the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions.

	Resume/Bio Provided	Five (5) Years Experience
Chief Executive Officer: <u>John Jennings</u>	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> YES
Chief Operating Officer: <u>President - Sean Jennings</u>	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> YES
General Manager: <u>Regional Vice President - E. Ralph Mills</u>	<input checked="" type="checkbox"/> YES	<input checked="" type="checkbox"/> YES

### 6. Performance History

Bidder shall check all that apply during the last five (5) years. For each item checked "yes," Bidder shall attach an explanation that includes the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal or civil charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action.

	Yes	No
Criminal action against the Bidder	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Civil action (involving \$10,000 or more)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Loss of service contract	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Bid bond claim	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Performance bond claim	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### 7. Financial Capability

Bidder has provided appropriate documentation to demonstrate the financial ability to provide the equipment and resources necessary to satisfactorily conduct the services requested.

☒ YES



**5 Year Litigation History for Waste Pro of Florida, Inc.  
Claims in Excess of \$10,000**

**D. Litigation:**

- a. **Waste Pro of Florida, Inc. v. Flagler County School Board, Perry Mitrano, an individual, and the City of Bunnell, Florida, previously pending in the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida; Case No.: 2013-CA-00712**

**Summary:** In 2013, Waste Pro filed an action for declaratory and injunctive relief seeking a determination of whether the City of Bunnell can circumvent the State competitive bid process (and their own rules) and negotiate a public contract through interlocal agreements. This matter was resolved amicably between the parties.

- b. **Advanced Compactors, LLC v. Waste Pro of Florida, Inc., previously pending in the Circuit Court of the Fourteenth Judicial Circuit in and for Bay County, Florida; Case No.: 16000052CA**

**Summary:** In 2016, Advanced Compactors sued Waste Pro claiming it breached two (2) trash compactor lease agreements for approximately \$50,000. Waste Pro denied these allegations and counter-sued for breach of contract and its damages. The parties mediated the matter and resolved it amicably.

- c. **Rafael and Daisy Diaz, and Sunshine Waste & Recycling, Inc. v. Waste Pro of Florida, Inc., pending in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida; Case No.: 2018-025435 CA**

**Summary:** In 2018, Mr. and Mrs. Diaz, owners of Sunshine Waste, sued Waste Pro claiming they are owed additional sums under a transaction between the parties. The claim has not been quantified but it has been filed in Circuit Court so it is presumed to be in excess of \$15,000. Waste Pro has denied these allegations because all payments due under the contract have been paid. This matter is ongoing.

- d. **Waste Pro of Florida, Inc. v. Gulf County, Florida, Board of County Commissions, on behalf of Gulf County, Florida, pending in the Circuit Court of the Fourteenth Judicial Circuit in and for Gulf County, Florida; Case No.:2019-CA-000157**

**Summary:** In 2019, Waste Pro filed an action against Gulf County for its breach of a solid waste services agreement that required Waste Pro, in addition to performing solid waste collection and disposal services, construct, finance and operate a new transfer station facility on the County's landfill site. The agreement provided that, in the event the County did not renew with Waste Pro, there was an exclusive option for the County to purchase the transfer station. Waste Pro constructed the transfer station and operated the transfer station as it was required to do. When the County awarded the new service contract to a third party, a dispute arose between the County and Waste Pro as to the amount the County was required to pay Waste Pro for the transfer station, which Waste Pro believes is in excess of \$1 million. The County has threatened to counter-sue for breach of the services agreement and the lease agreement related to Waste Pro's lease of the transfer station while Waste Pro operated it. This matter is ongoing.



- e. **Vision Construction, Inc. v. Waste Pro USA Inc. In the Circuit Court in and For Escambia County, FL Case No.: 2015-CA-000596.**  
**Summary:** Vision Construction has filed a class action for Fuel Surcharges and Environmental Fees claiming unfair and deceptive practices seeking in excess of \$1 million. Waste Pro denies these allegations and this matter is currently ongoing.
- f. **Waste Pro of Florida has been involved in a number of employment and business lawsuits in federal court that would exceed the \$10,000 threshold. The attached identifies those lawsuits, along with the date of filing and the date of closure in the event of resolution. More information regarding any one or all of these lawsuits or any of the above is available upon request.**



## Party Search Results

Search Criteria: Party Search; Date Filed (On or After): [11/01/2013]; Date Filed (On or Before): [11/15/2019]; Jurisdiction Type: [Civil];

Court ID: [FL]; Last Name: [waste pro of florida]

Result Count: 16 (1 page)

Current Page: 1

Party Name	Case Number	Case Title	Court	NOS	Date Filed	Date Closed
Waste Pro of Florida (pla)	6:2017cv01674	Waste Pro of Florida v. Anderson2X, PLLC	Florida Middle District Court	890	09/21/2017	08/24/2018
WASTE PRO OF FLORIDA INC (dft)	4:2015cv00132	SMITH v. WASTE PRO OF FLORIDA INC	Florida Northern District Court	442	03/09/2015	05/18/2016
WASTE PRO OF FLORIDA INC (cc)	4:2016cv00071	MOZOLIC v. WASTE PRO OF FLORIDA INC	Florida Northern District Court	442	02/05/2016	01/06/2017
WASTE PRO OF FLORIDA INC (dft)	4:2016cv00071	MOZOLIC v. WASTE PRO OF FLORIDA INC	Florida Northern District Court	442	02/05/2016	01/06/2017
Waste Pro of Florida, Inc. (dft)	3:2016cv00848	Huskey v. Waste Pro of Florida, Inc.	Florida Middle District Court	442	06/28/2016	04/25/2017
Waste Pro of Florida, Inc. (dft)	8:2017cv02254	Thomas et al v. Waste Pro USA, Inc. et al	Florida Middle District Court	710	09/28/2017	
Waste Pro of Florida, Inc. (dft)	2:2018cv00774	Peacock v. Waste Pro of Florida, Inc.	Florida Middle District Court	445	11/19/2018	10/04/2019
Waste Pro of Florida, Inc. (dft)	5:2019cv00051	Parks et al v. Waste Pro of Florida, Inc.	Florida Middle District Court	442	02/06/2019	
Waste Pro of Florida, Inc. (dft)	8:2019cv01827	Tweedie v. Waste Pro of Florida, Inc. et al	Florida Middle District Court	890	07/26/2019	
Waste Pro Of Florida, Inc. (dft)	9:2014cv80364	Berenguer v. Waste Pro of Florida, Inc. et al	Florida Southern District Court	710	03/13/2014	07/23/2014
Waste Pro Of Florida, Inc. (dft)	2:2014cv14299	Benvenuto v. Waste Pro USA, Inc.	Florida Southern District Court	710	07/31/2014	05/14/2015
Waste Pro of Florida, Inc. (dft)	0:2015cv61247	Morrow v. Waste Pro of Florida, Inc. et al	Florida Southern District Court	442	06/11/2015	07/27/2017
Waste Pro Of Florida, Inc. (dft)	0:2017cv60926	Andreu v. Waste Pro Of Florida, Inc. et al	Florida Southern District Court	710	05/09/2017	04/20/2018
Waste Pro of Florida, Inc. (dft)	0:2019cv62044	Wright v. Waste Pro USA, INC. et al	Florida Southern District Court	710	08/14/2019	08/15/2019
Waste Pro of Florida, Inc. (dft)	0:2019cv62049	Wright v. Waste Pro USA, Inc. et al	Florida Southern District Court	710	08/15/2019	08/16/2019

Party Name	Case Number	Case Title	Court	NOS	Date Filed	Date Closed
WASTE PRO OF FLORIDA, INC. (dft)	0:2019cv62051	WRIGHT v. WASTE PRO USA, INC. et al	Florida Southern District Court	710	08/15/2019	

**PACER Service Center**

Receipt 11/15/2019 09:27:36 482201107

User Ms03000000  
Client Code wp/general  
Description All Court Types Party Search  
All Courts; Name waste pro of florida; Court ID FL; Date Filed  
11/01/2013 to 11/15/2019; Jurisdiction CV; Page: 1  
Billable Pages 1 (\$0.10)

## ATTACHMENT A – BID FORMS

### 8. Resources

Bidder shall demonstrate sufficient resources to provide the collection services required by listing the number of anticipated routes, number of homes serviced per route, types of vehicles, number of vehicles to be used for each service line of collection service (ie: solid waste; bulky; etc.) and number of personnel. Residential Customer numbers are estimates only for the purposes of this ITB.

(Assuming 27,200 Residential Customers)

Service	# Routes/ Day	# Days/ Week	# Customers/ Route	# Personnel/ Route	Vehicles (type, make, model, year, and number)
Solid Waste	8	5	680	2	8 2020 Mack McNeilus Rear Loader
Recyclables	6	5	907	1	6 2020 Mack McNeilus ASL
Yard Debris	5	5	1088	2	5 2020 Mack McNeilus Rear loader
Bulky Waste	3	5	1813	1	3 International PacMac Clam Trucks

Spares - Solid Waste & Yard Waste: Two (2) - 2017 or newer Mack McNeilus Rear Loaders

Spares - Recycling: One (1) □ 2017 or newer Mack McNeilus Rear Loader

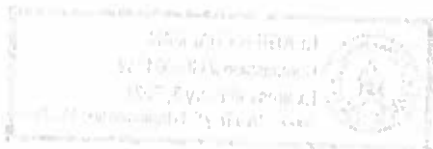
Bulk Waste: Includes Clam Shell Trucks used to pick up large piles of Debris as well as Yard Waste

ATTACHMENT A – BID FORMS

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: E. Ralph Mills *E. Ralph Mills*  
Title: Regional Vice President  
Firm: Waste Pro of Florida, Inc.



ATTACHMENT A – BID FORMS

**AFFIDAVIT CERTIFICATION**  
**IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Waste Pro of Florida, Inc.

Signature: E. Ralph Mills Title: Regional Vice President

STATE OF Florida  
COUNTY OF Leon

Sworn to and subscribed before me this 15<sup>th</sup> day of November, 2019

Personally known ✓

[Signature]  
NOTARY PUBLIC

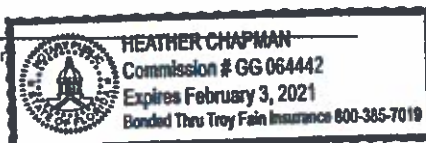
OR Produced identification \_\_\_\_\_

Notary Public - State of Florida

\_\_\_\_\_  
(Type of identification)

My commission expires: 02/03/2021

Printed, typed, or stamped commissioned name of notary



The signer of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**



## ATTACHMENT A – BID FORMS

### INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☒ YES ☐ NO

Commercial General  
Liability:

Indicate Best Rating: A+  
Indicate Best Financial Classification: A+

Business Auto:

Indicate Best Rating: A+  
Indicate Best Financial Classification: A+

Professional Liability:

Indicate Best Rating: A+  
Indicate Best Financial Classification: A+

Pollution Liability and/or  
Environmental Impairment  
Liability:

Indicate Best Rating: A+  
Indicate Best Financial Classification: A+

Umbrella:

Indicate Best Rating: A+  
Indicate Best Financial Classification: A+

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☒ YES ☐ NO

Indicate Best Rating: A+  
Indicate Best Financial Classification: A+

If answer is NO, provide name and address of insurer:

---

---

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2. Is the Respondent able to obtain insurance in the following limits (next page) for this professional services agreement?

☒ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) -  
General Liability & Automobile Liability, Pollution Liability and/or Environmental Impairment Liability

Primary and not contributing coverage-  
General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability, Pollution Liability and/or Environmental Impairment Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☒ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name Romeo Vellutini  
Typed or Printed

Signature 

Date 10/31/2019

Title Director, Environmental, Health & Safety  
(Company Risk Manager or Manager with Risk Authority)

**ATTACHMENT A – BID FORMS**

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Waste Pro of Florida, Inc.

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under response/bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response/bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



E. Ralph Mills Regional V.P.

Responder's Signature



Date



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NOV 14 AM 8:15

LEON COUNTY PURCHASING

## Waste Management

4945 Highway 273  
Campbellton, FL 32426  
(850) 263-7100  
(850) 263-2721 Fax

November 12, 2019

Ms. Shelly W. Kelly, PMP  
Leon County Purchasing Director  
1800-3 N. Blair Stone Road  
Tallahassee, FL 32308

Re: BC-11-15-19-01

Dear Ms. Kelly;

Waste Management appreciates being considered for a response to ITB: BC-11-15-19-01, Solid Waste Collection Services in Leon County. At this time, Waste Management will have to "No Bid" this opportunity. I have listed the primary reasons WM is no bidding this opportunity below:

1. Unlimited yard waste collection, even though the ITB states yard waste must be placed at the curb within specification, it states there will be no limit to the number of compliant piles.
2. No limit on Bulk Waste, including the collection of white goods that contain freon. We are unable to dispose of any appliances that contain refrigerants.
3. Disaster Debris Collection language is a major issue since Leon County is dictating to the solid waste collection contractor that they must accept the negotiated rate that Leon County has with their Disaster Debris contractor, which is a specialized service with specialized equipment on an as needed basis.
4. Unilateral three-year extension, we would only consent to a mutually agreed upon renewal.

The above areas of the ITB are our greatest concerns. We would have been glad to respond if this had been advertised as an RFP and we could have proposed alternates, but since this is strictly an ITB and the chosen contractor will be determined by their qualifications and then the lowest price, we are unable to respond to this ITB as written.

We appreciate the opportunity to serve Leon County as we have shown by being your chosen disposal contractor since 1998. If Leon County decides to reissue this solicitation in the future, please continue to have us on your vendors list.

If you have any questions, please feel free to contact me at 850-324-8137 or by email at [rbell9@wm.com](mailto:rbell9@wm.com).

Sincerely,

A handwritten signature in blue ink that reads "Ron E. Bell". The signature is written in a cursive, flowing style.

Ronnie E. Bell  
Public Sector Solutions Manager  
Waste Management

Cc: Leah Talbot

## Waste Pro

### Current Level of Service vs Bid Proposal

	Waste	Recycling	Yard	Bulky
Routes per day				
Current	7	5	4	2
Bid	8	6	5	3
Staff per route				
Current	1	1	2	1
Bid	2	1	2	1
Vehicles/type				
Current	6 ASL	4 ASL	4 Rear	1 Claw
Bid	8 Rear	6 ASL	5 Rear	3 Claw

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #28**

# Leon County Board of County Commissioners

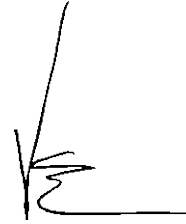
## Agenda Item #28

December 10, 2019

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

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

**Title:** 2020 Insurance Coverages



<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>	Scott Ross, Director, Office of Financial Stewardship Karen Melton, Risk Management

### **Statement of Issue:**

This item seeks the Board's approval for the placement of necessary insurance coverages for 2020.

### **Fiscal Impact:**

This item has a fiscal impact. The overall cost of insurance premiums (exclusive of health) for 2020 will be \$1,595,835. This is a \$33,633 increase, or 3.27% increase over the 2019 expiring coverage. Funds are included in the FY 2020 budget to support this anticipated expenditure.

### **Staff Recommendation:**

Option #1: Approve the 2020 insurance coverages and authorize the County Administrator to place insurance coverages for Property, Excess Workers' Compensation, and General Liability as specified in renewal Option 1 (Attachment #1, page 1).

- Property Insurance (total insured value \$371,857,801): Zurich, \$647,581
- Excess Workers' Compensation: Florida Municipal Insurance Trust, \$223,504
- General Liability (including Public Official, Employment Practices Liability, Excess Liability, Auto and Medical Malpractice): Travelers, \$507,073, and Lloyds of London, \$8,077
- Cyber Security: Chub, \$14,968
- As the broker of record, authorize Brown & Brown to place Pollution, Accidental Death & Dismemberment, Crime, and Aviation liability coverages.



## **Report and Discussion**

### **Background:**

This item seeks Board approval for 2020 insurance coverages (exclusive of health) for Property, General Liability and Excess Workers' Compensation.

On April 12, 2016, the Board approved the award of broker services to Brown and Brown of Florida as Leon County's insurance broker for \$24,999 annually. Beginning in FY 2017, the process established a broker services agreement to place coverage for the three years (with two one-year renewal options at the County's sole discretion). The County is currently in the first one-year renewal option.

As part of their services, Brown and Brown is required to provide quotes for all lines of insurance (e.g. property, general liability, pollution, aviation, exclusive of health insurance), including Excess Workers' Compensation. However, the County reserved the right to place coverage outside of the broker services agreement (e.g. trusts and pools) that do not require broker services.

### **Analysis:**

The County purchases three main lines of insurance (property, general liability, and excess workers' compensation) and then a series of smaller coverages. Brown and Brown was required to obtain quotes from the County's current carriers for property and general liability (Zurich and Travelers, respectively) and at least two additional quotes (or proof of effort) for each line of coverage from A. M. Best "A+" XV rated carriers to ensure competitive pricing (Attachment #2).

The County's current coverages expire December 15, 2019. As part of the renewal process, staff acknowledges that the County's existing insurers (Zurich, Travelers, and the Florida Municipal Insurance Trust) are desirable and should be the minimum standard for any other bids that are considered. The County sought quotes using the same deductibles and limits currently maintained by the County.

Prior to 2001, the County obtained its insurance coverages (exclusive of health insurance) through a competitive bid process. The result was that County purchased each line of insurance independent of the other (i.e. property separate from general liability, separate from automobile etc.) Each purchase had a fee or commission associated with it and therefore the County paid multiple fees or commissions. To avoid multiple commissions, the County procured a broker services agreement in 2011, and more recently in 2016, and now pays one service fee to a single broker for obtaining the necessary insurance.

The benefits to the County in utilizing this approach are: 1) to save the County money through the competitive procurement of services, and 2) to validate the current level of insurance and agent/broker services are in the best interest of the County.

### Summary

A discussion of the distinct categories of insurance and changes in premiums follows:

#### *Property Insurance:*

For 2020, property insurance quotes are limited to the incumbent carrier, Zurich, as a dedicated (non-shared), 100% total insured value product. Multiple other carriers were approached, and all declined to quote based on the current Zurich pricing, terms and conditions. None of the other carriers can offer a program with the full limits or current Total Insured Value (TIV) for the County, which is \$371,857,801, at a rate comparable to Zurich. Two insurance options were provided, one with the current \$25,000 deductible and another with an increased deductible of \$50,000. Due to the County's increase in TIV during the expiring coverage period, the Zurich quote with the current \$25,000 deductible increased from \$649,990 to \$687,258, an increase of \$37,268 or 5.42%. Based on previous property claims, to offset this increase, staff is recommending increasing the deductible to \$50,000 which would slightly decrease the renewal premium to \$647,581, a savings of \$2,409.

#### *General/Public Official Liability and Automobile:*

General Liability and Automobile quotes were obtained from the incumbent carrier, Travelers, with a minimum \$3,000,000 aggregate loss limit for General Liability (the limits of coverage for the policy period) and \$1,000,000 aggregate loss limit for Automobile. Multiple carriers were approached, but either declined to provide quotes or required "bundling" with other lines of coverage that had undesirable rates. The quotes were to include General Liability, Public Official Liability (including coverage for the Tactical Medical Program) and Automobile Liability, either packaged together or as separate line items.

The Travelers options (Option #1, and Option #2) each offer zero-dollar deductible for general liability and no increase in deductibles for Public Official Liability and Automobile Liability. The premium increased by \$54,559 (12.06%) and is driven primarily by auto claims. A lower cost alternative was provided (Option #3), which increased the General Liability and Auto deductibles to \$100,000. This option would decrease the premium by \$41,957 (-9.27%). However, an analysis of general liability and auto claims over the last three years shows that claims paid on behalf of the County have exceeded the possible savings through a reduction in the premium. Meaning if the County had a higher deductible, the County would have been responsible for an increase in claims paid. Therefore, the analysis indicates maintaining the current deductible and paying the premium increase is recommended.

#### *Workers Compensation:*

The County maintains a self-insured retention of \$500,000 per claim for Workers' Compensation, and Excess insurance is triggered only when an individual claim exceeds this retention. The Florida Municipal Insurance Trust, who works in conjunction with the Florida Association of Counties Trust (FACT), was contacted directly by the County for purposes of soliciting a quote for Excess Workers' Compensation.

Option #1 includes a quote from Florida Municipal Insurance Trust (Attachment #3) for \$223,504 at the current self-insured retention which reflects a 2% increase in premium. This increase is directly related to increases in payroll.

Brown & Brown is recommending that Leon County continue the Florida Municipal Insurance Trust (Option #1) for the Excess Workers Compensation. Florida Municipal Insurance Trust does not have a release from liability from any excess workers' compensation claim; therefore, reducing the County's long-term liability risk in workers' compensation claims. FACT declined to provide quotes for other lines of coverage. Other workers' compensation carriers were approached but declined to quote due to the low pricing from the Florida Municipal Insurance Trust.

*Cyber:*

Given the conditions today where data breaches are commonplace, even among the most secure network systems, maintaining cyber security insurance is recommended. This insurance provides up to \$1.0 million in coverage in case of a data breach. Such a breach would require notification to all persons or entities whose information in the County system was obtained. Obtaining cyber coverage will allow the County to rely on the insurer to provide this notification. This would be especially beneficial if the breach includes credit card information. This coverage also provides internet and media liability insurance (an entity posting to the County's account without permission) and protection against network extortion. The increase in this coverage is less than 2% (\$272).

*Other insurance coverages*

In addition to the large categories of coverage, the County is also insured for Pollution Liability, Accidental Death and Dismemberment, Crime (employee dishonesty), Aviation and Medical Malpractice. As part of the broker services agreement, Brown & Brown provides the County the best pricing for these categories and obtains the necessary coverages for the County as part of their services agreement.

Table 1 provides a summary of the expiring and renewing coverages with corresponding premiums. Insurance coverage for 2020 will increase \$50,592 or 3.27%. Funds for an anticipated increase are included in the FY 2020 budget.

*Table 1: Comparison of Expiring Insurance and Renewing Coverages with Corresponding Premiums Provided by Broker of Record*

Coverage Type	2019 Coverage Cost	2020 Renewing Coverage Cost	Change (+/-)
Property	\$649,990	\$647,581	(\$2,409)
General Liability, Public Official & Auto	\$452,514	\$507,073	\$54,559
Med/Malpractice	\$8,077	\$8,077	\$0
Excess Workers' Comp	\$219,051	\$223,504	\$4,453
Third Party Admin.	\$55,875	\$55,875	\$0
Pollution	\$ 49,800	\$52,508	\$2,708
AD&D	\$7,500	\$3,375	(\$4,125)
AD&D – Law Enforcement	\$18,312	\$18,686	\$374
Aviation	\$38,348	\$33,108	(\$5,240)
Crime	\$6,081	\$6,081	\$0
Cyber Security	\$14,696	\$14,968	\$272
Broker Fee	\$24,999	\$24,999	\$0
<b>Total</b>	<b>\$1,545,243</b>	<b>\$1,595,835</b>	<b>\$50,592</b>

**Options:**

1. Approve the 2020 insurance coverages and authorize the County Administrator to place insurance coverages for Property and Excess Workers' Compensation, and General Liability as specified in Renewal Option 1 (Attachment #1, page 1):
  - Property Insurance (total insured value \$371,857,801): Zurich, \$647,581
  - Excess Workers' Compensation: Florida Municipal Insurance Trust, \$223,504
  - General Liability (including Public Official, Employment Practices Liability, Excess Liability, Auto & Medical Malpractice): Travelers, \$507,073 and Lloyds of London, \$8,077
  - Cyber Security: Chubb, \$14,986
  - As the broker of record, authorize Brown & Brown to place Pollution, Accidental Death and Dismemberment, Crime and Aviation liability coverages.
2. Do not authorize the County Administrator to place insurance coverages for Property and Excess Workers' Compensation and General Liability as specified in Renewal Option 1.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Summary of options provided by Brown & Brown
2. Quotation Market Summary
3. Quotation Summary by Florida Municipal Insurance Trust

# LEON COUNTY BOARD OF COUNTY COMMISSIONERS 2019 - 2020 RENEWAL

Attachment #1  
Page 1 of 3

OPTION 1 - All Incumbent Companies & Increased Property Deductible and Change in Aviation Carrier								
Coverage Description	PROPOSED COVERAGES - 12/15/2019							
	Carriers	Limits	Deductible / SIR	2017-2018	Expiring Premium 2018-2019	Renewal Premium 2019-2020	Premium Difference Exp vs Renewal	Premium Percentage Difference
Property / Inland Marine Premium Included for Terrorism - \$6,791.00	Zurich American Ins Co	TIV - \$371,857,801 Property - \$354,289,576 IM Scheduled Equipment - \$17,568,225 Unscheduled Equipment - \$475,000 Flood Limit to \$10,000,000 to Specifically Scheduled Locations \$5,000,000 Flood All Other Locations	Flood: Varies by Loc: \$25,000 Min. Named Storm: 2% Per Loc: \$25,000 Min. All Other Windstorm: \$25,000 Per Occ. All Other Perils: \$50,000 Per Occ Contractors Equipment: \$5,000 Per Occ Contractor Equipment Off Premises - \$25,000 Per Occ	\$ 717,329.00	\$ 649,990.15	\$ 647,581.00	\$ (2,409.15)	-0.37%
General Liability / Employee Benefits / Public Entity Mgmt Liability / Public Entity EPLI <i>Includes coverage for Tactical Medical Program Including Terrorism</i> Automobile Liability & Auto Physical Damage Umbrella	The Phoenix Ins Co <i>Travelers*</i>	GL: \$1,000,000/\$3,000,000 Abuse & Molestation - \$1,000,000/\$2,000,000 Employee Benefits - \$1,000,000/\$3,000,000 Management Liability - \$1,000,000/\$3,000,000 EPLI - \$1,000,000/\$3,000,000 Auto: \$1,000,000 Umb: \$2,000,000	GL: None Abuse & Molestation: None EBL: \$1,000 Public Entity Mgmt Liability: \$15,000 Public Entity EPLI: \$15,000 Auto Liability BI & PD: \$5,000 Comp/Coll: \$1,000 Hired Auto Phys Damage: \$1,000 Umb: \$10k SIR	\$ 430,401.00	\$ 452,514.00	\$ 507,073.00	\$ 54,559.00	12.06%
Med/Malpractice - Dr. Kim Landry	Lloyds of London/Beazley <i>CRC Insurance</i>	\$1,000,000/ \$3,000,000	\$2,500	\$ 8,535.00	\$ 8,076.94	\$ 8,076.94	\$ -	0.00%
Excess Workers' Comp	Florida Municipal Ins Trust	\$1,000,000	\$500,000	\$ 193,082.00	\$ 219,051.00	\$ 223,504.00	\$ 4,453.00	2.03%
Third Party Admin.	TPA			\$ 55,875.00	\$ 55,875.00	\$ 55,875.00	\$ -	0.00%
Pollution - Site / Tank (Terrorism Premium: \$2,625) <b>Added Square Footage - 9,114</b>	Illinois Union Ins Co <i>Chubb</i>	\$5,000,000 Per Event/ \$7,000,000 Aggregate \$1,000,000/\$2,000,000 Tank Financial Responsibility	\$10,000 Site/ Varies on Tanks \$25,000 on the 2 Tanks Installed in 1986 at the Courthouse	\$ 49,350.00	\$ 49,800.00	\$ 52,508.00	\$ 2,708.00	5.44%
AD&D - Court Mandated Work Program ** (Rate: \$1.75/Person) Based on 2,500 Participants	ACE American Ins Co <i>Chubb</i>	\$250,000	\$0	\$ 3,000.00	\$ 7,500.00	\$ 3,375.00	\$ (4,125.00)	-55.00%
AD&D - Law Enforcement 3 Year Rate Guarantee 3 Year Prepaid Option - \$53,109	Hartford Life & Accident Ins Co	In the Line of Duty - \$75,000 Fresh Pursuit Coverage - \$75,000 <b>Unlawful &amp; Intentional Benefit - \$250,000</b>	\$0	\$ 18,312.00	\$ 18,312.00	\$ 18,686.00	\$ 374.00	2.04%
*Aircraft Liability & Hull Coverage <i>Including War &amp; Terrorism</i>	Old Republic Aerospace, Inc.	\$1,000,000	In Motion: \$0.00 Not in Motion: \$0.00	\$ 39,022.00	\$ 38,348.00	\$ 33,108.00	\$ (5,240.00)	-13.66%
Crime <i>3-yr policy effective until 12/15/2021</i>	Travelers Casualty & Surety Co	\$1,000,000	\$10,000	\$ 6,025.00	\$ 6,081.00	\$ 6,081.00	\$ -	0.00%
Cyber Liability	ACE American Ins. Co. <i>Chubb</i>	\$2,000,000	\$25,000	\$ 15,044.00	\$ 14,696.00	\$ 14,968.00	\$ 272.00	1.85%
Broker Fee	Brown & Brown			\$ 24,999.00	\$ 24,999.00	\$ 24,999.00	\$ -	0.00%
<b>Total</b>				\$ 1,560,974.00	\$ 1,545,243.09	\$ 1,595,834.94	\$ 50,591.85	3.27%
**AD&D - Work Program represents a deposit premium and is subject to audit at policy expiration 18-19 Audit Prmeium Due - \$3.00 Per Participant = \$7,500 - \$3,000 Deposit = \$4,500	Zurich - Property Expiring TIV - \$369,135,827 - Renewal TIV - \$371,857,801 - Increase of .73% Travelers General Liability - 2018 Operating Expenditures \$263,600.197: 2019 Operating Expenditures \$274,202,473 - Increase of 4% Travelers Auto - Expiring Liability Composite Rate - \$461.00 : Renewal - \$540.00 - Increase of 17.1% Travelers Auto - Expiring Physical Damage Composite Rate - \$.131 : Renewal \$.185 - Increase of 41% Travelers - Auto - Expiring # of Power Units - 394 : Renewal - 392 Travelers - Auto - Expiring # of Trailers - 87 : Renewal - 91 *Old Republic Aerospace - Aircraft Liability & Hull Coverage - Premium does not include the 1970 Bell Helicopter that was recently sold.							

# LEON COUNTY BOARD OF COUNTY COMMISSIONERS 2019 - 2020 RENEWAL

Attachment #1  
Page 2 of 3

OPTION 2 - All Incumbent Companies With no Change in Deductibles								
Coverage Description	PROPOSED COVERAGES - 12/15/2019							
	Carriers	Limits	Deductible / SIR	2017-2018	Expiring Premium 2018-2019	Renewal Premium 2019-2020	Premium Difference Exp vs Renewal	Premium Percentage Difference
Property / Inland Marine Premium Included for Terrorism - \$6,791.00	Zurich American Ins Co	TIV - \$371,857,801 Property - \$354,289,576 IM Scheduled Equipment - \$17,568,225 Unscheduled Equipment - \$475,000 Flood Limit to \$10,000,000 to Specifically Scheduled Locations \$5,000,000 Flood All Other Locations	Flood: Varies by Loc: \$25,000 Min. Named Storm: 2% Per Loc: \$25,000 Min. All Other Windstorm: \$25,000 Per Occ. All Other Perils: \$25,000 Per Occ Contractors Equipment: \$5,000 Per Occ Contractor Equipment Off Premises - \$25,000 Per Occ	\$ 717,329.00	\$ 649,990.15	\$ 687,258.09	\$ 37,267.94	5.73%
General Liability / Employee Benefits / Public Entity Mgmt Liability / Public Entity EPLI <i>Includes coverage for Tactical Medical Program Including Terrorism</i> Automobile Liability & Auto Physical Damage Umbrella	The Phoenix Ins Co <i>Travelers*</i>	GL: \$1,000,000/\$3,000,000 Abuse & Molestation - \$1,000,000/\$2,000,000 Employee Benefits - \$1,000,000/\$3,000,000 Management Liability - \$1,000,000/\$3,000,000 EPLI - \$1,000,000/\$3,000,000 Auto: \$1,000,000 Umb: \$2,000,000	GL: None Abuse & Molestation: None EBL: \$1,000 Public Entity Mgmt Liability: \$15,000 Public Entity EPLI: \$15,000 Auto Liability BI & PD: \$5,000 Comp/Coll: \$1,000 Hired Auto Phys Damage: \$1,000 Umb: \$10k SIR	\$ 430,401.00	\$ 452,514.00	\$ 507,073.00	\$ 54,559.00	12.06%
Med/Malpractice - Dr. Kim Landry	Lloyds of London/Beazley <i>CRC Insurance</i>	\$1,000,000/ \$3,000,000	\$2,500	\$ 8,535.00	\$ 8,076.94	\$ 8,076.94	\$ -	0.00%
Excess Workers' Comp	Florida Municipal Ins Trust	\$1,000,000	\$500,000	\$ 193,082.00	\$ 219,051.00	\$ 223,504.00	\$ 4,453.00	2.03%
Third Party Admin.	TPA			\$ 55,875.00	\$ 55,875.00	\$ 55,875.00	\$ -	0.00%
Pollution - Site / Tank (Terrorism Premium: \$2,625) <b>Added Square Footage - 9,114</b>	Illinois Union Ins Co <i>Chubb</i>	\$5,000,000 Per Event/ \$7,000,000 Aggregate \$1,000,000/\$2,000,000 Tank Financial Responsibility	\$10,000 Site/ Varies on Tanks \$25,000 on the 2 Tanks Installed in 1986 at the Courthouse	\$ 49,350.00	\$ 49,800.00	\$ 52,508.00	\$ 2,708.00	5.44%
AD&D - Court Mandated Work Program ** (Rate: \$1.75/Person) Based on 2,500 Participants	ACE American Ins Co <i>Chubb</i>	\$250,000	\$0	\$ 3,000.00	\$ 7,500.00	\$ 3,375.00	\$ (4,125.00)	-55.00%
AD&D - Law Enforcement 3 Year Rate Guarantee 3 Year Prepaid Option - \$53,109	Hartford Life & Accident Ins Co	In the Line of Duty - \$75,000 Fresh Pursuit Coverage - \$75,000 <b>Unlawful &amp; Intentional Benefit - \$250,000</b>	\$0	\$ 18,312.00	\$ 18,312.00	\$ 18,686.00	\$ 374.00	2.04%
*Aircraft Liability & Hull Coverage <i>Including War &amp; Terrorism</i>	QBE Ins Corp	\$1,000,000	In Motion: \$8,000 Not in Motion: \$0.00	\$ 39,022.00	\$ 38,348.00	\$ 39,352.00	\$ 1,004.00	2.62%
Crime <i>3-yr policy effective until 12/15/2021</i>	Travelers Casualty & Surety Co	\$1,000,000	\$10,000	\$ 6,025.00	\$ 6,081.00	\$ 6,081.00	\$ -	0.00%
Cyber Liability	ACE American Ins. Co. <i>Chubb</i>	\$2,000,000	\$25,000	\$ 15,044.00	\$ 14,696.00	\$ 14,968.00	\$ 272.00	1.85%
Broker Fee	Brown & Brown			\$ 24,999.00	\$ 24,999.00	\$ 24,999.00	\$ -	0.00%
<b>Total</b>				\$ 1,560,974.00	\$ 1,545,243.09	\$ 1,641,756.03	\$ 96,512.94	6.25%
<b>**AD&amp;D - Work Program represents a deposit premium and is subject to audit at policy expiration</b> <b>18-19 Audit Prmeium Due - \$3.00 Per Participant = \$7,500 - \$3,000 Deposit = \$4,500</b> Zurich - Property Expiring TIV - \$369,135,827 - Renewal TIV - \$371,857,801 - Increase of .73% Travelers General Liability - 2018 Operating Expenditures \$263,600.197: 2019 Operating Expenditures \$274,202,473 - Increase of 4% Travelers Auto - Expiring Liability Composite Rate - \$461.00 : Renewal - \$540.00 - Increase of 17.1% Travelers Auto - Expiring Physical Damage Composite Rate - \$.131 : Renewal \$.185 - Increase of 41% Travelers - Auto - Expiring # of Power Units - 394 : Renewal - 392 Travelers - Auto - Expiring # of Trailers - 87 : Renewal - 91 *QBE - Aircraft Liability & Hull Coverage - Renewal Premium does not include the 1970 Bell Helicopter that was recently sold.								

# LEON COUNTY BOARD OF COUNTY COMMISSIONERS 2019 - 2020 RENEWAL

Attachment #1  
Page 3 of 3

OPTION 3 - Majority Incumbent Companies with Increased Property Deductible & Change in Liability Carrier with Large Deductible								
Coverage Description	PROPOSED COVERAGES - 12/15/2019							
	Carriers	Limits	Deductible / SIR	2017-2018	Expiring Premium 2018-2019	Renewal Premium 2019-2020	Premium Difference Exp vs Renewal	Premium Percentage Difference
Property / Inland Marine Premium Included for Terrorism - \$6,791.00	Zurich American Ins Co	TIV - \$371,857,801 Property - \$354,289,576 IM Scheduled Equipment - \$17,568,225 Unscheduled Equipment - \$475,000 Flood Limit to \$10,000,000 to Specifically Scheduled Locations \$5,000,000 Flood All Other Locations	Flood: Varies by Loc: \$25,000 Min. Named Storm: 2% Per Loc: \$25,000 Min. All Other Windstorm: \$25,000 Per Occ. All Other Perils: \$50,000 Per Occ Contractors Equipment: \$5,000 Per Occ Contractor Equipment Off Premises - \$25,000 Per Occ	\$ 717,329.00	\$ 649,990.15	\$ 647,581.00	\$ (2,409.15)	-0.37%
General Liability / Employee Benefits / Public Entity Mgmt Liability / Public Entity EPLI Includes coverage for Tactical Medical Program Including Terrorism Automobile Liability & Auto Physical Damage	Argonaut Insurance Co.	GL: \$3,000,000/\$5,000,000 Abuse & Molestation - \$1,000,000/\$2,000,000 Employee Benefits - Included (Nose Coverage Applied) Management Liability - \$3,000,000/\$5,000,000 EPLI - \$3,000,000/\$5,000,000 Auto Liability: \$3,000,000 Auto Physical Damage Cat Coverage - \$1,000,000	GL: \$100,000 SIR Abuse & Molestation: \$100,000 SIR EBL: Included in GL Public Entity Mgmt Liability: \$100,000 SIR Public Entity EPLI: \$100,000 SIR Auto Liability BI & PD: \$100,000 SIR Comp/Coll: \$5,000 Ded. Hired Auto Phys Damage: \$5,000 Ded.	\$ 430,401.00	\$ 452,514.00	\$ 410,557.00	\$ (41,957.00)	-9.27%
Med/Malpractice - Dr. Kim Landry	Lloyds of London/Beazley CRC Insurance	\$1,000,000/ \$3,000,000	\$2,500	\$ 8,535.00	\$ 8,076.94	\$ 8,076.94	\$ -	0.00%
Excess Workers' Comp	Florida Municipal Ins Trust	\$1,000,000	\$500,000	\$ 193,082.00	\$ 219,051.00	\$ 223,504.00	\$ 4,453.00	2.03%
Third Party Admin.	TPA			\$ 55,875.00	\$ 55,875.00	\$ 55,875.00	\$ -	0.00%
Pollution - Site / Tank (Terrorism Premium: \$2,625) Added Square Footage - 9,114	Illinois Union Ins Co Chubb	\$5,000,000 Per Event/ \$7,000,000 Aggregate \$1,000,000/\$2,000,000 Tank Financial Responsibility	\$10,000 Site/ Varies on Tanks \$25,000 on the 2 Tanks Installed in 1986 at the Courthouse	\$ 49,350.00	\$ 49,800.00	\$ 52,508.00	\$ 2,708.00	5.44%
AD&D - Court Mandated Work Program ** (Rate: \$1.75/Person) Based on 2,500 Participants	ACE American Ins Co Chubb	\$250,000	\$0	\$ 3,000.00	\$ 7,500.00	\$ 3,375.00	\$ (4,125.00)	-55.00%
AD&D - Law Enforcement 3 Year Rate Guarantee 3 Year Prepaid Option - \$53,109	Hartford Life & Accident Ins Co	In the Line of Duty - \$75,000 Fresh Pursuit Coverage - \$75,000 Unlawful & Intentional Benefit - \$250,000	\$0	\$ 18,312.00	\$ 18,312.00	\$ 18,686.00	\$ 374.00	2.04%
*Aircraft Liability & Hull Coverage Including War & Terrorism	Old Republic Aerospace, Inc.	\$1,000,000	In Motion: \$0.00 Not in Motion: \$0.00	\$ 39,022.00	\$ 38,348.00	\$ 33,108.00	\$ (5,240.00)	-13.66%
Crime 3-yr policy effective until 12/15/2021	Travelers Casualty & Surety Co	\$1,000,000	\$10,000	\$ 6,025.00	\$ 6,081.00	\$ 6,081.00	\$ -	0.00%
Cyber Liability	ACE American Ins. Co. Chubb	\$2,000,000	\$25,000	\$ 15,044.00	\$ 14,696.00	\$ 14,968.00	\$ 272.00	1.85%
Broker Fee	Brown & Brown			\$ 24,999.00	\$ 24,999.00	\$ 24,999.00	\$ -	0.00%
<b>Total</b>				\$ 1,560,974.00	\$ 1,545,243.09	\$ 1,499,318.94	\$ (45,924.15)	-2.97%
<b>**AD&amp;D - Work Program represents a deposit premium and is subject to audit at policy expiration 18-19 Audit Prmeium Due - \$3.00 Per Participant = \$7,500 - \$3,000 Deposit = \$4,500</b> <b>Zurich - Property Expiring TIV - \$369,135,827 - Renewal TIV - \$371,857,801 - Increase of .73%</b> <b>2018 Operating Expenditures \$263,600.197: 2019 Operating Expenditures \$274,202,473 - Increase of 4%</b> <b>Auto - Expiring # of Power Units - 394 : Renewal - 392</b> <b>Auto - Expiring # of Trailers - 87 : Renewal - 91</b> <b>*Old Republic Aerospace - Aircraft Liability &amp; Hull Coverage - Premium does not include the 1970 Bell Helicopter that was recently sold.</b>								

**Leon County Board of County Commissioners****MARKET SUMMARY**

<b>MARKET:</b>	<b>LINE OF COVERAGE:</b>	<b>RESPONSE:</b>
Zurich Insurance Prop & IM Incumbent	Property, IM & Equipment Breakdown	Quoted – Included in Proposal - \$687,258.09
Aviation Incumbent: BB Protector Plans/ QBE Insurance	Aviation Hull & Liability	Quoted – Included in Proposal - \$39,352.00
Incumbent: The Phoenix Ins Co. / Travelers Insurance	General Liability / Employee Benefits / Public Entity Mgmt Liability / Public Entity EPLI Includes coverage for Tactical Medical Program Including Terrorism Automobile Liability & Auto Physical Damage Umbrella	Quoted – Included in Proposal - \$507,073.00
Incumbent: CRC – Lloyd's	Med/Malpractice - Dr. Kim Landry	Quoted – Included in Proposal - \$8,076.94
Incumbent: Chubb Group	Pollution - Site / Tank	Quoted – Included in Proposal - \$52,508.00
Incumbent: Chubb Group	AD&D - Court Mandated Work Program	Quoted – Included in Proposal - \$3,375.00
Incumbent: Hartford Insurance	AD&D - Law Enforcement 3-yr policy	Quoted – Included in Proposal - \$18,686.00
Incumbent: Travelers	Crime 3-yr policy effective until 12/15/2021	3 Year Policy still in effect.
Incumbent: Chubb Group	Cyber Liability	Quoted – Included in Proposal - \$14,968.00



**Leon County Board of County Commissioners****MARKET SUMMARY**

<b>MARKET:</b>	<b>LINE OF COVERAGE:</b>	<b>RESPONSE:</b>
Preferred Governmental Insurance Trust (PGIT)	Property, IM, All Casualty Lines, Excess WC	Declined – Stated that they would not be able to compete with the current program
Apex / Argonaut Ins. Co.	General Liability / Employee Benefits / Public Entity Mgmt Liability / Public Entity EPLI Includes coverage for Tactical Medical Program Including Terrorism Automobile Liability & Auto Physical Damage Umbrella	Quoted – GL \$1MM/\$3MM - \$100K SIR Auto - \$3MM - \$100K SIR Auto Physical Damage - \$5,000 Ded. Per Vehicle Public Officials - \$3MM/\$5MM - \$100K SIR EPLI - \$3MM/\$5MM - \$100K SIR Annual Premium - \$410,557
Chubb Group – Public Entity Division	General Liability / Employee Benefits / Public Entity Mgmt Liability / Public Entity EPLI Includes coverage for Tactical Medical Program Including Terrorism Automobile Liability & Auto Physical Damage Umbrella Workers' Compensation	Declined – Indicated that they would need to start at a \$100,000 SIR because of loss history and the premium savings would be less than \$100,000
Safety National	General Liability / Employee Benefits / Public Entity Mgmt Liability / Public Entity EPLI Includes coverage for Tactical Medical Program Including Terrorism Automobile Liability & Auto Physical Damage Umbrella Workers' Compensation	Quoted – GL \$2MM/\$4MM - \$100K SIR Auto - \$2MM - \$100K SIR Auto Physical Damage - \$5,000 Ded. Per Vehicle Public Officials & EPLI - \$2MM/\$2MM - \$100K SIR Excess Liability - \$1MM/\$1MM Annual Premium - \$338,852 This Can Only be written if the Excess Workers' Compensation is written with Safety National Excess Work Comp Indication of \$2MM/\$2MM - \$600,000 SIR Deposit Premium - \$280,000
Chubb Group	AD&D Police & Fire	Quote of \$18,941 – Slightly higher than Hartford Renewal
Hartford Ins. Co.	AD&D Court Mandated Work Program	Quoted the same as Chubb but could not improve on premium, coverages or endorsements
ECC Brokers – Lloyds of London	Cyber Liability	Quoted - \$16,580 – Higher than Incumbent and is Non-Admitted

**Leon County Board of County Commissioners**

<b>MARKET:</b>	<b>LINE OF COVERAGE:</b>	<b>RESPONSE:</b>
Alexander Aviation / Old Republic Aerospace Inc.	Aviation Liability & Hull Coverage	Quoted - \$33,108 with a \$0 Deductible on In Motion & Not in Motion.
Alexander Aviation / Chubb Group.	Aviation Liability & Hull Coverage	Quoted - \$42,448 with a 2.5% of Value Deductible on In Motion & Not in Motion.
Alexander Aviation / Starr Indemnity	Aviation Liability & Hull Coverage	Quoted - \$106,410 with an \$8,000 Deductible on In Motion & Not in Motion.
AIG	Aviation Liability & Hull Coverage	Indicated a premium of \$80,000
Apex / Hudson Insurance	General Liability / Employee Benefits / Public Entity Mgmt Liability / Public Entity EPLI Includes coverage for Tactical Medical Program Including Terrorism Automobile Liability & Auto Physical Damage Umbrella	Declined due to claims
Apex / One Beacon Group	General Liability / Employee Benefits / Public Entity Mgmt Liability / Public Entity EPLI Includes coverage for Tactical Medical Program Including Terrorism Automobile Liability & Auto Physical Damage Umbrella	Declined to quote – Prior Claim of \$1,800,000 paid and current loss history
Apex – Berkley Insurance	General Liability / Employee Benefits / Public Entity Mgmt Liability / Public Entity EPLI Includes coverage for Tactical Medical Program Including Terrorism Automobile Liability & Auto Physical Damage Umbrella	Indicated a \$450,000 with a \$100,000 SIR on all lines
Apex – Munich Insurance	General Liability / Employee Benefits / Public Entity Mgmt Liability / Public Entity EPLI Includes coverage for Tactical Medical Program Including Terrorism Automobile Liability & Auto Physical Damage Umbrella	Declined to quote as they would not be able to compete with the current program



## FLORIDA MUNICIPAL INSURANCE TRUST

RENEWAL QUOTE FOR 2019-2020

### LEON COUNTY

FMIT 0675

<u>Coverage</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
Workers' Compensation Experience Modification	\$500,000 1.00 10/1/19	Total Payroll \$101,327,831	\$223,504
<b>TOTAL FMIT PREMIUM</b>			<b>\$223,504</b>

\*Includes: Drug Free Credit: Yes  
Safety Credit: Yes

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or Policies will apply.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #29**

# Leon County Board of County Commissioners

## Agenda Item #29

December 10, 2019

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

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

**Title:** Bid Award for the Harbinwood Estates Longview Drive Stormwater Management Facility Sinkhole Repair Project

<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 Charles Wu, P.E., Director, Engineering Services Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Theresa Heiker, P.E., Stormwater Management Coordinator Shelly Kelly, Purchasing Director

### **Statement of Issue:**

This item seeks Board approval to award the bid for the Harbinwood Estates Stormwater Management Facility (SWMF) Longview Drive Sinkhole Repair Project to Allen's Excavation Inc. in the amount of \$297,000.

### **Fiscal Impact:**

This item has a fiscal impact. This item has been budgeted and adequate funding is available in the Capital Improvement budget.

### **Staff Recommendation:**

Option #1: Approve the bid award to Allen's Excavation, Inc. in the amount of \$297,000 for the Harbinwood Estates Stormwater Management Facility Longview Drive Sinkhole Repair Project (Attachment #1) and authorize the County Administrator to execute.

## **Report and Discussion**

### **Background:**

The bid award for the Harbinwood Estates Stormwater Management Facility (SWMF) Longview Drive Sinkhole Repair Project advances 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 to protect the quality and supply of our water. (2018-5)*

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

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

This item seeks Board approval to award the bid for the Harbinwood Estates SWMF Sinkhole Repair Project to Allen's Excavation in the amount of \$297,000. The project is located in the Harbinwood Estates subdivision between Longview and Harriet Drives (Attachment #2). The primary purpose of the project is to seal the sinkhole in the SWMF with flowable fill, grade the pond bottom and slopes to restore the design conditions, and place a clay liner over the bottom and slopes to reduce the likelihood of future karst development.

### **Analysis:**

In December 2018 a sink hole opened in a County stormwater facility on Longview Drive. The County took immediate steps to ensure the safety of the road by engaging a consulting firm to perform geotechnical analysis. The consulting firm concluded that there is no threat to the integrity of the road. However, the sinkhole must be isolated to prevent stormwater meant to be contained in the pond from discharging directly to the aquifer. During this process, staff met with affected neighbors and continues to communicate with them on the project status. In FY 2019, the Board realigned funds to expedite the procurement process for this project.

The Invitation to Bid for the Harbinwood Estates SWMF Longview Drive Sinkhole Repair Project was advertised locally on October 7, 2019. A total of 575 vendors were notified through the automated procurement system. A total of 45 bid packages were requested. The County received three bids on November 5, 2019, with the lowest responsive bidder being Allen's Excavation, Inc. in the amount of \$297,000 (Attachment #3). The second lowest responsive bid was \$385,000, a difference of \$88,000. Allen's Excavation, Inc. met the 17% MBE and 9% WBE aspirational targets set for this bid (Attachment #4).

Staff recommends approval of the bid award to Allen's Excavation, Inc. and authorization for the County Administrator to execute the agreement. The work is expected to begin within 30 days of bid award and will require up to 60 days for completion.

**Options:**

1. Approve the bid award to Allen's Excavation, Inc. in the amount of \$297,000 for the Harbinwood Estates Stormwater Management Facility Longview Drive Sinkhole Repair Project (Attachment #1) and authorize the County Administrator to execute.
2. Do not approve the bid award to Allen's Excavation, Inc. in the amount of \$297,000 for the Harbinwood Estates Stormwater Management Facility Longview Drive Sinkhole Repair Project.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Draft Construction Agreement
2. Location Map
3. Bid Tabulation Sheet
4. MWSBE Analysis Memo

## AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the ("County") and ALLEN'S EXCAVATION INC., hereinafter referred to as the ("Contractor"), both collectively referred to as (the "Parties") is entered into as of the date of last signature below. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. SERVICES TO BE PROVIDED

The Contractor agrees to provide to the County the following services related to providing temporary dike construction and removal, placement of non-excavatable flowable fill, backfill and grading of pond bottom, subsurface pressure grouting of soft soils, sod restoration and other associated improvements, in accordance with: 1) Solicitation # BC-10-31-19-09 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, attached to this Agreement as Exhibit B, to the extent that it is not inconsistent with this Agreement or with any of its exhibits.

### 2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

Leon County reserves the right to negotiate with the successful bidder/proposer for any related products or services not specifically stated in this solicitation.

### 3. TIME AND LIQUIDATED DAMAGES

The work to be performed under this Agreement shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Agreement shall be completed within sixty days (60) consecutive calendar days of the Notice to Proceed to final completion. If the work to be performed under this Agreement is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2019 Edition.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the Agreement time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the Agreement.



4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's bid proposal, Exhibit B, which is attached hereto.

5. PAYMENTS

The County shall make payments to the Contractor within forty-five (45) days of submission and approval of invoice for services.

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: Theresa Heiker  
Street Address: 2280 Miccosukee Road  
City, State, Zip Code: Tallahassee, Florida 32308  
Telephone: 850-606-1500  
E-mail: [HeikerT@leoncountyfl.gov](mailto:HeikerT@leoncountyfl.gov)

B. The Contractor's Project Manager is:

Name:  
Street Address:  
City, State, Zip Code:  
Telephone:  
E-mail:

C. Notices to the Contractor are to be submitted to:

Name:  
Street Address:  
City, State, Zip Code:  
Telephone:  
E-mail:

D. Invoices are to be submitted to:

Name: Theresa Heiker  
Street Address: 2280 Miccosukee Road  
City, State, Zip Code: Tallahassee, Florida 32308  
Telephone: 850-606-1500  
E-mail: [HeikerT@leoncountyfl.gov](mailto:HeikerT@leoncountyfl.gov)

E. Proper form for an invoice is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's

name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice.

- F. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing Policy details the policy and procedures for payment disputes under the Agreement.

## 7. STATUS

The Contractor at all times relevant to this Agreement shall be an independent Contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

## 8. INSURANCE

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

- A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- 1) General Liability: \$1,000,000 combined single limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury, and coverage for explosion, collapse, and underground (X, C, U).
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- 3) Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
- 4) Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.
- 5) Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

- 6) Installation Floater: In the amount of the estimated cost of materials necessary to complete the contract. Should include temporary location, job site, and in transit coverage.
- 7) Mobile Equipment (Contractors Equipment) coverage should be in place while job is in process. Equipment should be covered whether owned, leased, borrowed, or rented by contractor or by employees of the contractor.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

- 1) General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
  - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
  - d. The Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.
- 2) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. PERMITS

The Contractor shall obtain all necessary permits as required by law to lawfully perform the obligations under this Agreement.

10. LICENSES

The Contractor shall be responsible for obtaining and maintaining any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the Contractor shall be in default as of the date such license is lost.

11. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

12. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND  
Bond No.(enter bond number)

BY THIS BOND, We \_\_\_\_\_, as Principal and \_\_\_\_\_ a corporation, as Surety, are bound to \_\_\_\_\_, herein called Owner, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement dated \_\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the Agreement being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Agreement documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety's obligation under this bond.

DATED on this the            day of            , 20\_\_.

(Name of Principal)

By:

(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

#### 13. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

#### 14. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the Contractor's M/WBE Participation Statement included as part of the Contractor's response for this project, see Exhibit B, attached hereto and made a part hereof except when the County Good Faith Committee approves an exception.

The Contractor shall provide a monthly report to the Tallahassee/Leon County Office of Economic Vitality's Minority, Women and Small Business Enterprise Division in a format and manner prescribed by the Division. The report shall, at a minimum, indicate the business name of each certified Minority Business Enterprise or Women Business Enterprise sub-contractor utilized, the amount paid, the type of work performed, the appropriate invoice date, and the payment date to the Division.

Should Contractor's sub-contractor utilization fall below the level required in this Agreement or should Contractor substitute MWBE sub-contractors without prior written approval of the Division, the Contractor may be in breach of the Agreement. Contractors found in breach of their Agreement with the County may be suspended from bidding on and/or participation in any future County projects for up to three (3) years as provided in Part B, Section 1 of the Purchasing and Minority, Women, and Small Business Enterprise Policy 96-1.

Any change in the subcontractor utilization as listed on the participation plan (Exhibit B), must be approved by the MWSBE Division. Should the Contractor determine that the MWBE named in their participation plan submittal is unavailable or cannot perform the work, the Contractor shall request a change order. Such change order must be submitted to the MWSBE Division in writing at 315 S. Calhoun Street, Suite 450, Tallahassee, Florida 32301 or by email to Darryl Jones, Deputy Director at [DJones@oevforbusiness.org](mailto:DJones@oevforbusiness.org), LaTanya Raffington at [lraffington@oevforbusiness.org](mailto:lraffington@oevforbusiness.org), or Shanea Wilks at [swilks@oevforbusiness.org](mailto:swilks@oevforbusiness.org).

#### 15. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- B. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- C. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- E. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF  
CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO**

**PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**LEON COUNTY PURCHASING DIVISION  
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR  
1800-3 N. BLAIRSTONE ROAD  
TALLAHASSEE, FLORIDA 32308  
PHONE: 850-606-1600  
EMAIL: KELLEYS@LEONCOUNTYFL.GOV**

**16. MONITORING**

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

**17. TERMINATION**

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

**18. PUBLIC ENTITY CRIMES STATEMENT**

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

**19. UNAUTHORIZED ALIEN(S)**

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized

aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County.

## 20. EMPLOYMENT ELIGIBILITY VERIFICATION

- A. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this Agreement/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "'Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- B. Contractor further agrees that it will require each subcontractor that performs work under this Agreement to enroll and participate in the E-Verify Program within sixty days of the effective date of this Agreement/amendment/extension or within sixty days of the effective date of the Agreement between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
- C. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
  - 1) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - 2) Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this Agreement or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- D. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- E. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of the Agreement.

## 21. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.



22. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

23. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

24. VENUE

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

25. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

26. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

ORDER OF PRECEDENCE

1. Agreement
2. Exhibit A
3. Exhibit B

ATTACHMENTS

Exhibit A – Solicitation Document #BC-10-31-19-9

Exhibit B – Vendor's Response to Solicitation #BC-10-31-19-09

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

**LEON COUNTY, FLORIDA**

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

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

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

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

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

Approved as to Form:  
Leon County Attorney's Office

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

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

**ALLEN'S EXCAVATION, INC.**

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

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

Title: \_\_\_\_\_

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



**Leon County**  
**Board of County Commissioners**  
301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountytfl.gov

Purchasing Division  
1800-3 Blairstone Road  
Tallahassee, Florida 32308  
(850) 606-1600

October 18, 2019

**Commissioners**

JIMBO JACKSON  
District 2  
Chairman

BRYAN DESLOGE  
District 4  
Vice Chairman

BILL PROCTOR  
District 1

RICK MINOR  
District 3

KRISTIN DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

NICK MADDOX  
At-Large

VINCENT S. LONG  
County Administrator

HERBERT W.A. THIELE  
County Attorney

**RE: Bid Title: Harbinwood Estates SWMF Sinkhole Repair Project**  
**Bid No: BC-10-31-19-09**  
**Opening Date Changed: October 31, 2019 at 2:00 PM**  
**(addendum changes opening date)**

**ADDENDUM #1**

**Dear Vendor:**

This letter serves as Addendum #1 for the above referenced project. The following shall be added to the bid specifications:

**A. The SCHEDULE OF EVENTS has been updated to include:**

1. The BID SUBMISSION DUE DATE has been changed to Thursday, October 31, 2019

**B. Revisions to the Invitation to Bid (ITB):**

**CONTRACTOR'S QUALIFICATIONS, page 6 of the current ITB shall be deleted in its entirety and replace with:**

At minimum, the primary contractor shall be a Florida Department of Transportation Certified Contractor in Grading. Copies of both the contractor's and any proposed subcontractors' certifications shall be submitted to Leon County concurrent with bid. Failure to demonstrate certification in the fashion described will result in the rejection of bid.

The proposed subcontractors performing subsurface pressure grouting shall be required to provide proof of five (5) years of documented experience with subsurface pressure grouting.

**C. Questions received with answers being provided (**In Bold**) to assist all in preparation of the bid submission:**

1. Can you please clarify as to whether or not the pond historically holds water for an extended time frame pre-sinkhole?

**Yes, the pond historically held water pre-sinkhole.**

*People Focused. Performance Driven.*

2. With the installation of the earthen dam / dike that we are to install during construction, where do we pump any stormwater that has built up during construction so that we can then remove the earthen dam / dike after construction has been completed?

**Stormwater can be pumped through the overflow structure adjacent to Longview Drive after it has been filtered to reduce turbidity to background levels of 29 NTU or less.**

3. How did you calculate the 3600 cy for bid item #7 and 3600 cy for bid item #11

**Bid Item #7 – Clayey Fine Sand Backfill was estimated with a shrinkage factor at 3,600 CY to level the pond bottom and slopes after placement of the flowable fill in the Area 1 chimney throat. Bid Item #11 – Clay Liner was directly estimated at 3,600 CY to place 12-inches of clay over the full pond bottom and up the pond slopes to a level equal to the top of the overflow structure at Longview Drive.**

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,



Geri M. Forslund  
Procurement Administrator  
Purchasing Division



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-3302 www.leoncountytfl.gov

October 29, 2019

**Commissioners**

**JIMBO JACKSON**  
District 2  
Chairman

**BRYAN DESLOGE**  
District 4  
Vice Chairman

**BILL PROCTOR**  
District 1

**RICK MINOR**  
District 3

**KRISTIN DOZIER**  
District 5

**MARY ANN LINDLEY**  
At-Large

**NICK MADDOX**  
At-Large

**VINCENT S. LONG**  
County Administrator

**HERBERT W.A. THIELE**  
County Attorney

**RE: Bid Title: Harbinwood Estates SWMF Sinkhole Repair Project**  
**Bid No: BC-10-31-19-09**  
**Opening Date Changed: November 5, 2019 at 2:00 PM**  
**(addendum changes opening date)**

### ADDENDUM #2

**Dear Vendor:**

This letter serves as Addendum #2 for the above referenced project. The following shall be added to the bid specifications:

**A. The SCHEDULE OF EVENTS has been updated to include:**

1. The BID SUBMISSION DUE DATE has been changed to Tuesday, November 5, 2019

**B. Minority and Women's Business Enterprise Participation Plan Form, shall be added to the current ITB and is attached to this document.**

**Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.**

**Should you have any questions, feel free to call me at 850-606-1600.**

Sincerely,

**Melanie B Hooley**  
Contract Compliance Specialist  
Purchasing Division

**Bid Title: Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project**  
**Bid Number: BC-10-31-19-09**  
**Opening Date: November 5, 2019**

#### MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Bidder: \_\_\_\_\_

All bidders, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their bid. Through submission of its bid, Bidder certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the bidder to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County.

**DIRECTIONS:** Each bidder must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All bidders are to list subcontractors as appropriate in Sections 3 and 4.

#### SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION

The aspirational target for this project is:

##### Aspirational Target for Construction

M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

#### SECTION 2 - GOOD FAITH EFFORT

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. These criteria are used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the bidder's Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as Good Faith and provide documentation of all Good Faith Efforts completed by your firm may result in your bid being determined as non-responsive. Please

**Bid Title: Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project****Bid Number: BC-10-31-19-09****Opening Date: November 5, 2019**

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check the appropriate boxes that apply to your good faith activities:

- a. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBE's referred to the bidder by the MWSBE Division for the goods and services to be subcontracted and/or supplied.
  - b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Contractors as applicable to the aspirational Target.
  - c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid.
  - d. Contacted MBEs and/or WBEs who provide the services needed for the bid.
  - e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
  - f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid related items at no charge to the M/WBEs.
  - g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid deadline, regarding problems the with bidder is having in achieving and/or reaching the aspirational targets.
  - h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.
- 
- 
- 

- 2. Prime contractors will negotiate in good faith with interested MWSBE's, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation. The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.

**Opening Date: November 5, 2019**

- #####



**Bid Title: Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project****Bid Number: BC-10-31-19-09****Opening Date: November 5, 2019**

#

**SECTION 3 – BIDDER’S PROPOSED MWBE PARTICIPATION**

Bidder shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

**MBE and WBE Intended Utilization**

Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) <sup>1</sup>	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group <sup>2</sup> (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
<b>Minority and Women Business Enterprise(s)</b>					
a.					
b.					
c.					
d.					
e.					
f.					
Total Bid Amount \$			Total MWBE Participation \$		MBE Participation % WBE Participation % (MBE or WBE Participation \$ Total Bid \$)
<sup>1</sup> <u>Certification</u> Attach and submit a copy of each MBE and WBE certification with the bid. <sup>2</sup> <u>Ethnic Group</u> Use following abbreviations for MBE's: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.					

**Bid Title: Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project**

**Bid Number: BC-10-31-19-09**

**Opening Date: November 5, 2019**

#### SECTION 4 - NON-MWBE SUBCONTRACTORS

Bidder shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a.				
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				



**INVITATION TO BID**

**FOR**

**HARBINWOOD ESTATES SWMF SINKHOLE REPAIR PROJECT**

**PROPOSAL NUMBER BC-10-31-19-09**

**LEON COUNTY GOVERNMENT  
LEON COUNTY, FLORIDA**

Release: October 7, 2019

## **GENERAL CONDITIONS**

To ensure acceptance of your bid, please follow these instructions:

### BIDDER INSTRUCTIONS

Bidders are expected to examine the specifications, delivery schedule, freight requirements, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern. Bids may be submitted in person, by mail or other carrier.

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

Bid No.  
Leon County Government  
Leon County Purchasing Division  
1800-3 N. Blair Stone Road  
Tallahassee, Florida 32308

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an **original, manual** signature of an authorized representative of the company.

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

### INFORMATION

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley or Geri Forslund, telephone (850) 606-1600; E-mail: [KelleyS@leoncountyfl.gov](mailto:KelleyS@leoncountyfl.gov) or [ForslundG@leoncountyfl.gov](mailto:ForslundG@leoncountyfl.gov).

### SPECIAL ACCOMMODATION

Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the Leon County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

### ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.leoncountyfl.gov/procurementconnect>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make them available for pick up at the Purchasing Division. It is the responsibility of the Bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

### REJECTION OF BIDS

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

## PURPOSE

Leon County is seeking the services of a qualified contractor to provide temporary dike construction and removal, placement of non-excavatable flowable fill, backfill and grading of pond bottom, subsurface pressure grouting of soft soils, sod restoration and all associated improvements in accordance with Attachment A – Technical Specifications, Attachment B – Construction Plans, Attachment C – Grouting Technical Special Provisions, Attachment D – Sinkhole Investigation Report, and Attachment E – Unit Pricing Sheet.

Attachment D – Sinkhole Investigation Report, which pertain to this Solicitation, is a large file and is available to view on the supplemental solicitation documents page found at:

<http://cms.leoncountyfl.gov/Home/Departments/Office-of-Financial-stewardship/Purchasing/Supplemental-Solicitation-Documents>

The Unit Bid Price Sheet – Attachment E, is available in Excel format at:

<http://cms.leoncountyfl.gov/Home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents>

## SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the County determines is in the best interests of the public. If any changes to the Schedule of Events are made, the County will post the changes on the County website either as a public meeting notice, or as an addendum, as applicable. **It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled.** The website address is: <http://www.leoncountyfl.gov/procurementconnect/>.

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
October 7, 2019	<b>Release of the ITB</b>
October 15, 2019 at 10:00 a.m.	<b>MANDATORY PRE-BID MEETING and SITE VISIT:</b> Date and time a mandatory pre-bid meeting will be held at Leon County Purchasing's offices, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308. <b>Immediately following the pre-bid meeting, all vendors shall be required to do a site visit.</b>
<b>Not later than:</b> October 17, 2019 at 5:00 p.m.	<b>QUESTIONS/INQUIRIES DEADLINE:</b> Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
<b>Not later than:</b> November 7, 2019 at 2:00 p.m.	<b>BID SUBMISSION DUE DATE:</b> Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

## BID INFORMATION AND CLARIFICATION

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Geri Forslund, phone (850) 606-1600 or E-mail [KelleyS@leoncountyfl.gov](mailto:KelleyS@leoncountyfl.gov) and [ForslundG@leoncountyfl.gov](mailto:ForslundG@leoncountyfl.gov).

**Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than the last day for questions listed in schedule of events, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

#### PROHIBITED COMMUNICATIONS

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in 125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

#### REGISTRATION

Bidders which obtain solicitation documents from sources other than the County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division (<http://www.leoncountyfl.gov/Procurementconnect>) may cause your submittal to be rejected as non-responsive.

PREPARATION AND SUBMISSION OF BID

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

WITHDRAWAL OF BIDS

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

RECEIPT AND OPENING OF BIDS

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived, and no bids received thereafter will not be considered. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/procurementconnect>.

A bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a bidder provided, stamped self-addressed envelope for their record.

Sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

AWARD OF BIDS/BID PROTEST

The bid will be awarded to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this document. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the Intended Decision will be posted on the County website at: <http://www.leoncountyfl.gov/Procurementconnect> for a period of seventy-two (72) consecutive hours, which does not include weekends or County observed holidays. Failure to file a protest within the time prescribed in Leon County Policy No. 96-1, Purchasing and Minority, Women and Small Business Enterprise Policy, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings. Notice of intent of bid protest shall be made in writing to the Purchasing Director, 1800-3 N. Blair Stone Road, Tallahassee, Florida 32308. The bidder shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, bidders are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Bidders are not to contact departments or divisions regarding the bidder

complaint.

Any bid award recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to the Purchasing Director within 72 hours after receipt of the intended recommendation of award and the protestor shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section. At the time fixed for the opening of bids, the contents of the Bid Form will be made public for the information of Bidders and other interested parties, who may be present either in person or by representatives.

#### PLANHOLDERS

As a convenience to bidders, the County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: <http://www.leoncountyfl.gov/procurementconnect> by simply clicking the planholder link on the bottom left of the advertisement of the respective solicitation. A listing of the registered bidders with their telephone numbers and email address is designed to assist bidders in preparation of their responses.

#### BID GUARANTEE

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of this contract and may be forfeited due to non- performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default. In such an event, the contractor shall be liable to the County for the full amount of the default.

#### OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period any required occupational license and other licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. The bidder shall submit with the bid a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists.

If the bidder is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.



Failure to provide the above required documentation may result in the bid being determined as non-responsive.

CONTRACTOR'S QUALIFICATIONS

At minimum, the primary contractor and any proposed subcontractors shall be a Florida Department of Transportation Certified Contractor in Grading. Copies of both the contractor's and any proposed subcontractors' certifications shall be submitted to Leon County concurrent with bid. Failure to demonstrate certification in the fashion described will result in the rejection of bid.

The proposed subcontractors performing subsurface pressure grouting shall be required to provide proof of five (5) years of documented experience with subsurface pressure grouting.

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form AFFIDAVIT CERTIFICATION IMMIGRATION LAWS.

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements

1. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:
  - a. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
  - b. Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.
  - c. Provide increased levels of information and assistance available to MBE's and WBE's.
  - d. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
2. The term Certified Minority Women Business Enterprise (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but those from other governmental organizations are not accepted by Leon County.
3. Each Bidder is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Bidders responding to this solicitation are hereby made aware of the County's targets for MBE and WBE utilization. Bidders that require

assistance or guidance with these MBE, WBE, SBE, and DBE requirements should contact:

Darryl Jones, Deputy Director for the Tallahassee/Leon County Office of Economic Vitality by telephone (850) 300-7567 or by email [DJones@oevforbusiness.org](mailto:DJones@oevforbusiness.org)

Alternates:

LaTanya Raffington, MWSBE Coordinator by email at [lraffington@oevforbusiness.org](mailto:lraffington@oevforbusiness.org)

Shanea Wilks, MWSBE Coordinator by email at [swilks@oevforbusiness.org](mailto:swilks@oevforbusiness.org)

Bidders must complete and submit the attached Minority and Women Business Enterprise Participation Plan form. Failure to submit the completed Minority and Women Business Enterprise Participation Plan form may result in a determination of non-responsiveness for the bid.

If the aspirational target is not met, you must denote your good faith effort on the Participation Plan Form. All bidders, including MBE's, and WBE's shall either meet the aspirational target(s), or if not met, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). Failure to complete such good faith effort statement may result in the bid being non-responsive. Below are policy examples of good faith efforts that bidders can use if they are not meeting the aspirational target. These examples can be used to demonstrate the good faith effort.

- a. Advertised for participation by M/WBE's in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all M/WBE's referred to the bidder by the MWSBE Division for the goods and services to be subcontracted and/or supplied.
- b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Contractors as applicable to the aspirational Target.
- c. Contacted the MWSBE Division for a listing of available M/WBEs who provide the services needed for the bid.
- d. Contacted MBEs and/or WBEs that provide the services needed for the bid.
- e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid related items at no charge to the M/WBE's.
- g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid deadline, regarding problems the with bidder is having in achieving and/or reaching the aspirational targets.
- h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

For goods and/or services to be performed in this project, the following are the aspirational targets for participation by certified MBE's and/or WBE's.

Construction Sub-Contractor Targets:

Minority Business Enterprise - 17%

Woman Business Enterprise - 9%

5. Definitions for the above targets follow:

- a. Minority/Women Business Enterprise (MWBE) - a business that is owned and controlled by at least 51% by one or more minority persons or by at least 51% by one or more women, and whose management and daily operations are controlled by one or more such persons shall constitute a Minority/Women business Enterprise. No business owned or controlled by a white female shall be considered a minority business for the purpose of this program if the ownership was brought about by transfer of ownership interest to the woman or women, other than by decent, within two (2) years following the sale or transfer of ownership. For the purpose of this program, all applicants for certification as a bona fide MWBE shall be an independent business entity which provides a commercially useful function. No business owned and controlled by a white male and transferred or sold to a minority or woman/women, for the purpose of participation in the County's MWBE Program, shall be considered eligible for MWBE Certification.
- b. Minority Person - an individual who is a citizen of the United States or a lawfully admitted permanent resident and who is a (n):
  - 1) African/Black American - All persons having origins in any of the Black African racial groups not of Hispanic origins and having community identification as such.
  - 2) Hispanic American - All persons (Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race) reared in a Hispanic environment and whose surname is Hispanic and having community identification as such.
  - 3) Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.
  - 4) American Indian, Alaskan Native and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.
- c. Women - American Woman

6. Prime Contractors will negotiate in good faith with interested MWBE's, not rejecting a MWBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation. The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking

subcontracting opportunities.

7. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid as non-responsive.
8. The online Certification Directory is available to assist you with identifying potential certified vendors for MWSBE participation. The directory is comprised of information relative to certified MBEs, WBEs, and SBEs. You may access the directory via the following link: <https://oevforbusiness.mwsbe.com/>. The directory interface is user friendly and allows for vendors searches to be conducted for various procurement categories and business categories and business capabilities.

**B. Equal Opportunity/Affirmative Action Requirements**

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national origin, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

**LOCAL PREFERENCE IN PURCHASING AND CONTRACTING**

A. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:

1. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.
2. Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

B. Local business definition. For purposes of this section, "local business" shall mean a business which:

1. Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of

the request for competitive bids or request for proposals by the County; and

2. Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
3. Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

C. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

### INSURANCE

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit for bodily injury and property damage per occurrence with a \$2,000,000 annual aggregate. Completed operations coverage will be provided for a period of three (3) years beyond termination and/or completion of the project. Coverage must include bodily injury and property damage, including Premise/Operations: a per location aggregate, Broad Form Contractual liability; Broad Form Property Damage; Fire Legal liability; Independent Contractors coverage; Cross Liability & Severability of Interest Clauses; and Personal Injury, and coverage for explosion, collapse, and underground (X, C, U).
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting statutory requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
4. Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.

5. Umbrella: \$5,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.
6. Installation Floater: In the amount of the estimated cost of materials necessary to complete the contract. Should include temporary location, job site, and in transit coverage.
7. Mobile Equipment (Contractors Equipment) coverage should be in place while job is in process. Equipment should be covered whether owned, leased, borrowed, or rented by contractor or by employees of the contractor.

**B. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**C. Other Insurance Provisions** The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County and the Property Owner are to be named as Additional Insured).
  - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
  - d. The Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability.

**2. All Coverages**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

**D. Acceptability of Insurers.** Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

**E. Verification of Coverage.** Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each

insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

#### AGREEMENT

After the bid award, the County will, at its option, prepare a purchase order or an agreement specifying the terms and conditions resulting from the award of this bid. Every procurement of contractual services shall be evidenced by a written agreement. The bidder will have five calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

#### PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

#### PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

#### MANUFACTURERS' NAME AND APPROVED EQUIVALENTS

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts,

sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Leon County Government reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

#### IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached IDENTICAL TIE BID form. Failure to submit a completed form may result in the bid being determined as non-responsive.

#### ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

#### **CONTRACT PROVISIONS**

##### PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND Bond No. (enter bond number)

BY THIS BOND, We \_\_\_\_\_, as Principal and \_\_\_\_\_ a corporation, as Surety, are bound to \_\_\_\_\_, herein called Owner, in the sum of \$\_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.



THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, between Principal and Owner for construction of the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

(Name of Principal)

By:

(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

#### TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within sixty (60) consecutive calendar days of the Notice to Proceed to final completion. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, an amount based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2019 Edition.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

#### EMPLOYMENT ELIGIBILITY VERIFICATION

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can

be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
  - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

#### PAYMENTS

Payments to the Contractor shall be made according to the requirements of the Local Government Prompt Pay Act, sections 218.70 - 218.79, Florida Statutes.

The County shall make payments to the Contractor within forty-five (45) days of submission and approval of invoice for services. The form of payment for this Contract may be through a County-issued purchase order and a check upon receipt and approval of invoices, or through a government credit card. Leon County has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from County personnel by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory under this solicitation.

#### STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 & 2 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(I)(10), shall have full access to and the right to examine any of provider=s contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**7. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**LEON COUNTY PURCHASING DIVISION  
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR  
1800-3 N. BLAIRSTONE ROAD  
TALLAHASSEE, FLORIDA 32308  
PHONE: 850-606-1600  
EMAIL: KELLEYS@LEONCOUNTYFL.GOV**

MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider=s failure to correct noted deficiencies may, at the sole and exclusive

discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

#### RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

#### TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

#### WARRANTIES

Bidder will warrant title to all goods sold as provided for in Section 672, Florida Statutes.

#### WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

Leon County reserves the right to negotiate with the successful bidder/proposer for any related products or services not specifically stated in this solicitation.

#### PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law.

#### CONFLICTING TERMS AND CONDITIONS

In the instance that terms, conditions, specifications, or other instruments are provided by architects, engineers, or persons other than County Procurement concerning the matters herein, then the terms and conditions in this Solicitation document shall prevail over all other terms and conditions.

#### ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

**INDEMNIFICATION**

The Contractor agrees to indemnify and hold harmless the County, its officials, officers and employees, from and against any and all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or required the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

It is understood that the Contractors responsibility to indemnify and defend the County, its officials, officers and employees is limited to the Contractors proportionate share of liability caused by the negligent acts or omissions of the Contractor, its delegates, agents or employees.

**PENALTIES:*****BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:***

1. Failure to perform according to contract provisions.
2. Conviction in a court of law of any criminal offense in connection with the conduct of business.
3. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
4. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
5. Other reasons deemed appropriate by Leon County Government.

**TERMS AND CONDITIONS**

Leon County objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a respondent in default.

**BID CHECKLIST:**

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

_____	Completed Bid Response Sheet with Manual Signature
_____	Affidavit Immigration Laws
_____	Equal Opportunity/Affirmative Action Statement
_____	Identical Tie Bid Statement
_____	Insurance Certification Form
_____	Contractor's Business Information Form
_____	Non-Collusion Affidavit
_____	Certification/Debarment Form
_____	Local Vendor Certification
_____	Applicable Licenses/Registration
_____	E-Verify Form
_____	Bid Bond

**Bid Title:** Invitation to Bid for Harbinwood Estates SWMP Sinkhole Repair Project  
**Bid Number:** BC-10-31-19-09  
**Opening Date:** October 31, 2019

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**BID RESPONSE SHEET**

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all bids in the best interest of Leon County.

Shelly W. Kelley  
Purchasing Director

Jimbo Jackson, Chairman  
Leon County Government

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

	_____
	(Firm Name)
BY	_____
	(Authorized Representative)
	_____
	(Printed or Typed Name)
ADDRESS	_____
	_____
EMAIL ADDRESS	_____
TELEPHONE	_____
FAX	_____

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated \_\_\_\_\_ Initials

Addendum #2 dated \_\_\_\_\_ Initials

Addendum #3 dated \_\_\_\_\_ Initials

**Bid Title:** Invitation to Bid for Harbinwood Estates SWMP Sinkhole Repair Project  
**Bid Number:** BC-10-31-19-09  
**Opening Date:** October 31, 2019

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**AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

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

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

Sworn to and subscribed before me this \_ day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

***LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,  
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.***



**Bid Title: Invitation to Bid for Harbinwood Estates SWMP Sinkhole Repair Project**  
**Bid Number: BC-10-31-19-09**  
**Opening Date: October 31, 2019**

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**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**Bid Title: Invitation to Bid for Harbinwood Estates SWMP Sinkhole Repair Project**  
**Bid Number: BC-10-31-19-09**  
**Opening Date: October 31, 2019**

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### IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the

following: (Check one and sign in the space provided.)

\_\_\_\_\_ This firm complies fully with the above requirements.

\_\_\_\_\_ This firm does not have a drug free work place program at this time.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Bid Title:** Invitation to Bid for Harbinwood Estates SWMP Sinkhole Repair Project  
**Bid Number:** BC-10-31-19-09  
**Opening Date:** October 31, 2019

**CONTRACTOR'S BUSINESS INFORMATION**

COMPANY INFORMATION

Name:	
Street Address:	
City, State, Zip:	
Taxpayer ID Number:	
Telephone:	Fax:
Trade Style Name:	

TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify )
<input type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: \_\_\_\_\_ Date Established: \_\_\_\_\_

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail

**Bid Title:** Invitation to Bid for Harbinwood Estates SWMP Sinkhole Repair Project  
**Bid Number:** BC-10-31-19-09  
**Opening Date:** October 31, 2019

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida Statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee:	
License Type:	
License Number:	Expiration Date:
Qualified Business License (certificate of authority) number:	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

**LIST COMPANIES FROM WHOM YOU OBTAIN SURETY**

**BONDS Surety Company 1**

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

**Surety Company 2**

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

**Bid Title:** Invitation to Bid for Harbinwood Estates SWMP Sinkhole Repair Project  
**Bid Number:** BC-10-31-19-09  
**Opening Date:** October 31, 2019

Present Amount of Bonding Coverage (\$):	Has your application for surety bond ever been declined?  <input type="checkbox"/> Yes <input type="checkbox"/> No  <i>(If yes, please provide detailed information on reverse)</i>	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?  <input type="checkbox"/> Yes <input type="checkbox"/> No  <i>(If yes, please provide detailed information on reverse)</i>
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**THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE**

**THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

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

Printed Name and Title: \_\_\_\_\_

**Bid Title: Invitation to Bid for Harbinwood Estates SWMP Sinkhole Repair Project**  
**Bid Number: BC-10-31-19-09**  
**Opening Date: October 31, 2019**

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**NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with Leon County Government, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,

\_\_\_\_\_  
(Name of Corporation, Partnership, Individual, etc.)

a \_\_\_\_\_, formed under the laws of \_\_\_\_\_  
(Type of Business) (State or Province)

of which he/she is \_\_\_\_\_.  
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

\_\_\_\_\_  
AFFIANT-S NAME

\_\_\_\_\_  
AFFIANT-S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

Personally Known \_\_\_\_\_ Or Produced Identification

Type of Identification

\_\_\_\_\_  
NOTARY PUBLIC  
(Print, Type or Stamp Commissioned Name of Notary Public)

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

**Bid Title: Invitation to Bid for Harbinwood Estates SWMP Sinkhole Repair Project**  
**Bid Number: BC-10-31-19-09**  
**Opening Date: October 31, 2019**

### INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Commercial General Liability: Indicate Best Rating: \_\_\_\_\_  
Indicate Best Financial Classification: \_\_\_\_\_

Business Auto: Indicate Best Rating: \_\_\_\_\_  
Indicate Best Financial Classification: \_\_\_\_\_

Professional Liability: Indicate Best Rating: \_\_\_\_\_  
Indicate Best Financial Classification: \_\_\_\_\_

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☐ YES ☐ NO

Indicate Best Rating: \_\_\_\_\_  
Indicate Best Financial Classification: \_\_\_\_\_

If answer is NO, provide name and address of insurer:

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2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

☐ YES ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

**Bid Title: Invitation to Bid for Harbinwood Estates SWMP Sinkhole Repair Project**  
**Bid Number: BC-10-31-19-09**  
**Opening Date: October 31, 2019**

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Required Coverage and Limits

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage- General Liability & Automobile Liability

Waiver of Subrogation (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☐

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name \_\_\_\_\_  
Typed or Printed

Signature \_\_\_\_\_.

Date \_\_\_\_\_

Title \_\_\_\_\_  
(Company Risk Manager or Manager with Risk Authority)



**Bid Title: Invitation to Bid for Harbinwood Estates SWMP Sinkhole Repair Project**  
**Bid Number: BC-10-31-19-09**  
**Opening Date: October 31, 2019**

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**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION,  
And OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

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Signature

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Title

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Contractor/Firm

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Address

**Bid Title:** Invitation to Bid for Harbinwood Estates SWMP Sinkhole Repair Project  
**Bid Number:** BC-10-31-19-09  
**Opening Date:** October 31, 2019

### LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	
Current Local Address:	Phone:  Fax:
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address:	
Home Office Address:	Phone:  Fax:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_ of \_\_\_\_\_,  
(Name of officer or agent, title of officer or agent) (Name of corporation)  
acknowledging)

a \_\_\_\_\_ Corporation, on behalf of the corporation. He/she is personally known to me  
(State or place of incorporation)  
or has produced \_\_\_\_\_ as identification.

**Return Completed form with  
supporting documents to:**

**Leon County Purchasing Division  
1800-3 N. Blair Stone Road  
Tallahassee, Florida 32308**

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, If Any

**Bid Title: Invitation to Bid for Harbinwood Estates SWMP Sinkhole Repair Project**  
**Bid Number: BC-10-31-19-09**  
**Opening Date: October 31, 2019**

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### **Employment Eligibility Verification**

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "'Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
  - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

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Signature

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Date

## **Harbinwood Estates SWMF Sinkhole Repair Project**

### **TECHNICAL SPECIFICATIONS:**

#### **1. SUMMARY OF WORK**

The proposed Harbinwood Estates SWMF Sinkhole Repair project is located in Section 4, Township 1 North, Range 1 West, in Leon County, Florida. The project limits in the stormwater facility between Harriet and Longview Drives are indicated on plans. The scope of work to be performed under this bid will include temporary dike construction and removal, placement of non-excavatable flowable fill, backfill and grading of pond bottom, subsurface pressure grouting of soft soils, sod restoration and all associated improvements as shown on the construction plans.

#### **2. GENERAL REQUIREMENTS**

The construction sequence and design notes are shown on the construction plans. The contract administration, construction procedure, materials, and equipments, shall be in accordance with the following specifications and contract documents:

- 2.1 Leon County Technical Specifications .
- 2.2 All Standards and specifications called out on the Construction Plans.
- 2.3 Manual on Uniform Traffic Control Devices (MUTCD), U.S. Department of Transportation Federal Highway Administration, Latest Edition.
- 2.4 Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2019 Edition and all supplemental documents thereto.
- 2.5 FDOT Roadway and Traffic Design Standards, 2019 Edition and all supplemental documents thereto.

In the event of any conflict between the Florida Department of Transportation's standard specifications and the specifications of this contract, the specifications of this contract shall govern. The governing order of these specifications is to follow the sequence in the aforementioned specifications and standards.

#### **3. MANDATORY PREBID CONFERENCE**

Contractors are required to attend the pre-bid conference to be qualified for bidding. The date of pre-bid conference may be one week before the bid opening date. Contractors shall contact the Leon County Purchasing Office to confirm the meeting time and place details.

#### 4. SPECIAL PROVISIONS

- 4.1 An allowance of 60 calendar days has been set for the completion of this Contract.

The construction approach is laid out in the General Notes section of the Construction Plans.

Contractor shall invite all utilities listed on the construction plans to attend the pre-construction conference and to confirm the work schedules.

The Contractor is required to coordinate with residents to maintain ingress and egress at all times during construction. The Contractor must distribute Flyers, previously approved by the County, to surrounding residents prior to Construction. The Flyers should contain detour map and brief description of project.

The Contractor shall conduct weekly coordination meetings with Utility owners and County representatives.

- 4.2 Contractor shall notify Property Owners 72 hours in advance of driveway closures and one week in advance of road closure.

All detour signs shall be post mounted.

- 4.3 A National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges from Construction Activities may apply to this Contract. It is the Contractor's responsibility to secure the NPDES permit prior to commencement of construction. A copy of the NPDES permit application form can be obtained through the Florida Department of Environmental Protection's (FDEP) web site at

[http://www.dep.state.fl.us/water/stormwater/npdes/permits\\_forms.htm](http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm)

If a NPDES permit is obtained, a copy of the permit shall be provided to Leon County Public Works Department. The costs are considered incidental and included in the total bid price.

- 4.4 The liquidated damages will be set based on the bid price and according to Section 8-10 of the FDOT's Standard Specifications for Road and Bridge Construction, 2019 Edition.
- 4.5 It is the Contractor's responsibility to verify the survey control points for construction stakeouts as well as the wetland limits. The costs for construction stakeouts are considered incidental and included in the total bid price.

- 4.6 The exact location of all utilities in the vicinity of construction activities shall be verified by the Contractor prior to the construction. Contractor shall contact all utility companies through Sunshine State One Call of Florida, Inc. (1-800-432-4770) two business days in advance of beginning construction. It is Contractor's responsibility to verify and locate all the utilities to avoid damages.
- 4.7 It is the Contractor's responsibility to establish a staging area with County representative's review and approval prior to commencement of construction. The Contractor is also responsible to obtain necessary permits if required by any other agencies. If the staging area is outside County's right-of-way or properties, the Contractor is required to obtain separate permits from Leon County Department of Development Support and Environmental Management. All expenses associated with the additional permits will be paid by the Contractor.
- 4.8 The Clearing and Grubbing pay item includes but not limited to all works within the construction area as described in Section 110 of FDOT's Standard Specifications for Roadway and Bridge Construction, 2019 Edition. The vegetation and tree removal are also included in the clearing and grubbing cost.
- 4.9 The Contractor is also responsible to ensure all construction activities in compliance with the permit requirements.
- 4.10 Contractor provided dewatering design requirements, schedule and maintenance:
- a. The Contractor shall provide all dewatering necessary to keep the construction and work areas dry. The Contractor shall design, install, operate, and maintain an adequate system. The system shall be of sufficient size and capacity to maintain a dry condition without delays to construction operations.
  - b. The Contractor shall submit a proposed dewatering plan for approval by Leon County Public Works prior to the pre-construction meeting of any construction or excavation operations. The plan shall show all proposed best management practices (i.e. filter bags, sediment sumps, etc.) for complying with all local, state, and national water quality regulations. Discharge points shall be clearly indicated.
  - c. The Contractor shall monitor and provide testing at the discharge points during dewatering operations. Contractor shall ensure the discharge turbidity is within the limits set forth in chapter 62-302 F.A.C. (less than 29 NTU + Natural Background). Testing records shall be maintained onsite by the contractor and provided to the County upon request. If dewatering operations exceed the turbidity requirements, the Contractor shall stop work until the best management practices are in place to ensure water quality criteria are reached.

- d. The Contractor shall maintain a regularly scheduled maintenance program which shall conform to the equipment manufacturer's recommendations and include all other work necessary to maintain all components fully operational.
- 4.11 Erosion controls shown on the plans are to be considered minimum and additional protection shall be accounted for in this project.
- 4.12 The Contractor shall visit the project site prior to submitting the bids so a complete understanding of the site conditions and construction details can be achieved.
- 4.13 If the construction works causes any damages to adjacent properties, Contractor will be responsible for compensation unless it is proved otherwise.
- 4.14 According to the OSHA requirements, a minimum 10-foot clearance (circumference) must be maintained from the overhead electric neutral and primary conductors for any construction work.
- 4.15 The Contractor shall provide a minimum one-year warranty on the materials and workmanship for the work performed under this contract. The warranty shall commence upon completion of construction and issuance of Final Acceptance by the County.
- 4.16 As-built Survey and Record Drawings will be required for this project.
- 4.17 The Contractor shall provide, as needed, a Sheriff's Deputy at their hourly rate, per Leon County's discretion. The Contractor shall pay the weekly invoice from the Sheriff's Department, and submit it to Leon County Public Works Department without any markup cost for reimbursement.
- 4.18 Contractor shall submit the Leon County Lane or Road Closure Permit prior to commencement of construction when needed.
- 4.19 The planned construction traffic route is along Harriet Drive, Ruth Drive, and Faulk Drive. The Contractor must consult with the County representative and receive approval by the County for any change to the planned construction traffic route. The Contractor must maintain the integrity of the roads used during construction. The Contractor is responsible for any substantial damages to the roads as a result of construction activities and construction traffic and must repair and restore the road to the pre-existing condition.
- 4.20
  - a. All quality control testing costs are considered to be incidental and included as part of the total bid.
  - b. Leon County shall reserve the right to sample any or all materials to determine whether or not materials meet the required specifications. Failure to meet specifications shall be cause for cancellation of delivery and rejection of materials provided for partial

or full payment deduction as determined by the County representative.

- 4.21 Regular excavation and embankment will be measured by the cubic yard and in accordance with FDOT Section 120. Measurements will be made for materials excavated and removed to obtain proper compaction in cut and in fill sections. Regular excavation and embankment areas will be cross-sectioned by a Professional Surveyor and Mapper prior to excavation, at completion of excavation, and at completion of final grade establishment. The final pay quantities for regular excavation and embankment will be determined by utilizing field survey methods.

## 5. LEON COUNTY SUPPLEMENTAL SPECIFICATIONS

This Project hereby adopts the Florida Department of Transportation Standard Specifications for Road and Bridge Construction 2019 or latest edition together with all updates in its entirety as part of its guiding standards for construction except as amended by following specifications. If the Standard Specification section is not referenced in this document, it is considered unaltered and remains in force as written except for the general substitution of definitions listed below.

### Division 1 General Requirements is modified as follows:

#### Section 1: Definition and Terms

**Department** – shall be revised to be Leon County throughout the entire Specifications unless specifically noted otherwise in this document.

**Department's Approved Product List (APL)** – This term remains the Florida Department of Transportation Approved Products List.

**Engineer** – Engineer shall be revised to mean the Leon County Engineer or designee throughout the Specifications unless noted elsewhere in this document.

**Secretary of Transportation** – shall be revised to be Leon County throughout the entire Specifications unless specifically noted otherwise in this document.

**Standard Plans** – The Florida Department of Transportation's latest Standard Design Plans Indexes.

#### Section 2: Proposal, Requirements and Conditions

Delete this Section in its entirety with the exception of the retention of Section 2-1 requiring bidders be prequalified with the Florida Department of Transportation and Section 2-4 requiring the contractor to review the plans, site etc. Replace all remaining sections with Leon County Standard Bid procedures included in the front end of all bid documents.

#### Section 3: Award and Execution of Contract

Delete in its entirety and replace with Leon County Standard award and bond requirements included with every contract.



**Section 5: Control of Work**

**5-4:** Modify to add: The County must respond in writing before the contractor proceeds with work associated with the error or omission.

**5-7.1:** Revise The Engineer of Record will provide centerline control points ...

**5-7.3:** Revise the sentence: Utilizing the control points furnished by the Engineer of Record

**5-9.1:** Modify to include: If the work was covered without a required inspection and the Engineer requests that it be uncovered for examination, the contractor shall do so at no expense to the County.

**5-12.2.1:** This section is revised to reduce the time frame for claims for extra work for projects with an original contract amount of \$1,000,000 or less from 90 to 30 calendar days after final acceptance and for projects with an original contract amount greater than \$1,000,000 from 180 to 60 calendar days. The same reduced time frames shall apply to claims pertaining to final estimate of quantities.

**5-12.2.2:** This section is revised to limit the time frame for projects with an original contract amount of \$1,000,000 or less from 90 to 30 calendar days after final acceptance and for projects with an original contract amount greater than \$1,000,000 from 180 to 60 calendar days.

**5-12.4:** This section is revised to reduce the time for County action on a claim for projects with an original contract amount of \$1,000,000 or less from 90 to 60 calendar days and for projects with an original contract amount greater than \$1,000,000 from 120 to 90 calendar days.

**5-12.5:** Delete this section in its entirety. The County does not pay interest on claims

**Section 6-Control of Materials:**

Due to the interchanging of the responsibilities of the Florida Department of Transportation (FDOT) and the County and the need for the FDOT to retain some of its requirements, this section is revised as follows:. The assignments of responsibilities within this section shall be as stated

**6-1.2 Sampling and Testing:** Use the FDOT's current sampling identification and tracking system to provide related information and attach the information to each sample. Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to Leon County.

Ensure when a material is delivered to the location as describe in the Contract Documents, there is enough material delivered to take samples, at no expense to Leon County.

**6-1.3.1 Manufacturer Material Certification:** Submit material certifications for all materials to Leon County for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the FDOT's website at the following URL:

[https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sample forms.shtm](https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sample%20forms.shtm). Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.

**6-1.3.1.1 Approved Products List:** The Product Evaluation Section in the State Specifications and Estimates Office maintains the APL. This list provides assurances to the Contractors, consultants, designers and County personnel that specific products and materials are approved

for use on County facilities. The County will limit the contractor's use of products and materials that require use of APL items listed on the APL effective at the time of placement.

**7-1.9 Florida Minority Business Loan Mobilization Program:** This section is deleted in its entirety.

**7-2.2 Work or Structures in Navigable Waters of the U.S.:** Modify the statement *will procure the necessary permits prior to advertisement for bids* to will obtain the necessary permits prior to authorization of that portion of the work. Whenever a permit has not been obtained prior to advertisement, notification shall be provided in the bid documents pertaining to the anticipated requirements of the required but pending permit.

**7-19 Source of Forest Products:** This section is modified to encourage, but not require the use of Florida timber, timber piling or other forest products.

**7-24 Disadvantaged Business Enterprise Program:** Replace in its entirety with the Leon County Disadvantaged enterprise requirements included in the front-end project specific specifications. If the front end does not address DBE requirements, none shall be required.

**7-25 On the Job Training Requirements:** With the exception of Federally Aid Contracts, this section shall be deleted in its entirety.

**8-5 Qualifications of Contractor Personnel:** This section shall be amended to require that the superintendent or other qualified personnel shall be required to read, speak and understand English in order to communicate effectively with county personnel.

**9-2.1.1 Fuels:** The County will not adjust or track fuel consumption. This section is deleted in its entirety.

**9-2.1.2 Bituminous Material:** The County will follow this asphalt adjustment procedure for projects meeting the time or volume criteria. The Department is the FDOT and the County will utilize FDOT's calculations of API posted on the Construction Office website.

**9-5.1 Partial Payments General:** Delete paragraph 3 regarding the retainage amounts and replace with the county shall withhold 10% of the project cost for all pay requests up to 50% completion, then it shall be reduced to 5% for the remaining balance according to the Florida Local Government Prompt Payment Act. County shall follow Section 9-5.4 for the release of retainage.

**9-5.5.2 Partial Payment Amounts:** Delete subsection (1). The County will make partial payments monthly without restriction to the minimum payment amount.

## **Division II**

**102-6.2 Construction:** The County will not provide any equipment or personnel, the contractor shall be solely responsible for all efforts relating to this item.

**102-6.6 Operation of Existing Movable Bridge:** Substitute that the contractor shall maintain and operate all movable bridges. The County shall have no responsibility whatsoever for this task.

**104-7 Maintenance of Erosion Control Features:** Delete the reference to the State of Florida Department of Environmental Protection Generic Permit for Stormwater Discharge from Large and Small Construction Activities. The contractor shall maintain all erosion control features as shown on the construction plans or as required by permits.

**104-9 and 104-10 Method of Measurement and Basis of Payment:** If the contract documents are silent, this basis of measurement and payment for erosion control devices governs otherwise bid quantities for erosion control devices will be paid as a lump sum.

**105-1.2.2 Quality Control (QC) Inspection:** Delete this section as the County does not maintain a testing and material placement database.

**105-4.2 & 105-4.4 Producer Quality Control Program Requirements & Compliance with the Materials Manual:** In these sections, all references to the Departments Material manual or specifications manual shall remain the Florida Department of Transportation, not Leon County.

**105-4.5 & 105-4.6 Producers Quality Control (QC) Plan Review and Acceptance & Producer's Quality Control (QC) Plan:** Submittal to and approval of the Quality Control Plan shall be the Leon County Engineer.

**105-7 Lab Qualification Program:** Any lab meeting the Florida Department of Transportation's qualification is permitted to do testing on Leon County projects.

**110-1 Clearing and Grubbing- Description:** Modify this section to read: Trim trees and shrubs within the project right-of-way that are identified in the Contract documents or are needed to safely conduct the work. Trees not identified for trimming shall be brought to the attention of the County inspector for approval prior to conducting the work. In no case shall trees be trimmed on any canopy road without express designation in writing on the contract documents or by the County Engineer or his designee.

**110-6.5 & 120-1.2 Asbestos Containing Materials (ACM) Not Identified Prior to Work & Unidentified Areas of Contamination:** These sections are modified to delete the reference to the District Contamination Assessment Coordinator. The County Engineers shall coordinate with the appropriate party and that party shall act as the CAR Contractor outlined in this specification.

**120-6.2 Furnishing of Borrow Areas:** Delete this section and replace with: Use of an offsite borrow area shall meet all local, state and federal requirements for use of the site as a borrow area.

**120-8.4 Reclaimed Asphalt Pavement (RAP) Method:** Delete this section. Replace with Reclaimed Asphalt Pavement (RAP) shall be used only if specifically designated on the construction drawings. Requirements and limitations shall also be stated on the construction drawings as applicable.

**120-10.1.1 and 120-10.1.2 Initial Equipment Comparison & Initial Production Lot:** Delete these sections for initial equipment comparison and initial production lot.

**120-10.1.6 Reduced Testing Frequency:** delete this methodology. Independent testing is at the sole discretion of the County.

**120-10.4 Verification Comparison Criteria and Resolution Procedures:** The County reserves the right to follow whatever verification testing schedule the Engineer or his representative deem necessary for the project and is not bound by the frequency suggested by FDOT.

**121-3 Mix Design:** Modify this section to require submittal of a signed and sealed mix design for the County's files.

**125-8.1.1 General Requirements for Structures and Pipe:** Modify the lot definition Lot is defined as one lift of backfill material placement, not to exceed 500 feet for pipe placed *under pavement* or a single run of pipe connecting two successive structures whichever is less. *For pipe installations outside of pavement a lot is defined as one lift of backfill material placement, not to*

*exceed 1000 feet. In both cases, backfill around structures compacted separately from pipes will be considered a separate lot*

**125-8.1.6: Placement and Compaction Modify** to indicate performance verification testing may be done by the county.

**125-8.3.3.1 Compaction – Lowest Zone:** Revise this section to read Compact soil in the lowest zone and bedding to match contiguous in situ density.

**125-8.3.4 Backfill under Wet Conditions:** Delete the sentence: Leon County will pay for any select material which is not available from the grading as Unforeseeable Work.

**125-9.1.1 Reduced Testing Frequency:** Delete this section.

**125-9.3.1 Frequency:** Add that Verification test is at the discretion of the County. Specify that the Quality control frequency is for under pavement. A lesser frequency for work done outside the pavement may be added onto the project specific plans. If no reduction of frequency is included in the project plans, then this testing frequency applies for all project locations.

**125-10 Verification Comparison Criteria and Resolution Procedures:** Delete the verification and resolution test procedures, the County's independent test lab results govern the acceptance of a work product.

**145-7 Verification Comparison Criteria and Resolution Procedures:** Delete the comparison and resolution procedures, the County verification tests control the acceptance criteria.

**160-3.2 Application and Acceptance of Stabilizing Material:** Revise the wording to make the verification tests by the County discretionary.

**160-4.1.4.1 Modified Proctor Maximum Density Determination:** Delete the reference to the use of Random Number Generator for determination of mixing depth and modified proctor maximum density testing locations. County inspector in most cases will determine the location of the tests.

**160-4.4.1 Frequency:** Modify the testing frequency for non FDOT Roadways for Stabilization provided by the Contractor. Verification tests shall be at the discretion of Leon County. These values represent in most cases a 50% reduction of contractor provided testing frequency required by FDOT

Test Name	Quality Control	Verification
Modified Proctor Maximum Density	One per four consecutive LOTs	At County discretion
Density	One per two LOTs	At County discretion
Stabilizing Mixing Depth	One per 500 feet	At County discretion
LBR	One per four consecutive LOTs	At County discretion
Gradation, LL/PI & Soil Classification	Not required	At County discretion

**160-4.5.2 Modified Proctor Maximum Density Determination and 160-4.5.3 Density Testing:** Verification tests are done at the discretion of the County and as is the acceptance of the test results.

**160-4.5.7 Mixing Depth:** Delete the reference to the use of Random Number Generator for determination of mixing depth and modified proctor maximum density testing locations. County inspector in most cases will determine the location of the tests.

**200-5.2 Number of Courses:** The County may elect to utilize different verification testing for the determination of the acceptability of base course installation in thicker than 6" lifts.

**200-7.2.2 Frequency:** Modify the testing frequency for non FDOT Roadways for Base Course installation provided by the Contractor. Verification tests shall be at the discretion of Leon County. These values represent in most cases a 50% reduction of contractor provided testing frequency required by FDOT.

**Mainline Pavement Lanes, Turn Lanes, Ramps, Parking Lots, Concrete Culverts and Retaining Wall Systems**

Test Name	Quality Control - Contractor	Verification - County
Modified Proctor Maximum Density	One per 16 consecutive LOTs	At County discretion
Density	One per two LOT	At County discretion
Roadway Surface	Five per LOT	At County discretion
Roadway Thickness	2 per LOT	At County discretion

**Shoulder - Only, Bike/Shared Use Path and Sidewalk Construction**

Test Name	Quality Control- Contractor	Verification – County
Modified Proctor Maximum Density	One per four LOTs	At County discretion
Density	One per two LOTs	At County discretion
Surface	Two per 500 feet	At County discretion
Thickness	1 per 1000 consecutive feet	At County discretion

**200-7.3.1 Quality Control Testing:** Modify this section to require the retention of the samples until the County accepts the test results provided by the contractor.

**200-7.3.1.2 Depth and Surface Testing Requirements:** Delete the reference to the use of Random Number Generator for determination of depth and surface testing locations. County inspector in most cases will determine the location of the tests. Delete the requirement for entering data into the Department's database.

**200-7.3.1.3 Surface & Thickness Reduced Testing Frequency:** Delete this section as the testing frequencies have already been reduced.

**200-7.3.2 County Verification Tests:** This section shall be modified to delete the requirements for verification testing and replace with: All verification testing shall be done at the sole discretion of the County.

**234-9 Method of Measurement:** Delete the certification of quantities data information that does not pertain to the County pay request format.



**327-1 Milling of Existing Pavement Description:** Revise to state: unless the County specifically designates the desire to take ownership of the milled material on the project plans, the contractor shall take ownership of milled material.

**327-3.2 Quality Control Requirements:** The County Inspector will work with the Contractor to assure compliance with milling cross slope and other construction parameters.

**334-2.3.1 Reclaimed Asphalt Pavement Material (RAP) General Requirements:** The generic substitution of County for Department does not apply to this section. The use of RAP from a FDOT approved stockpile or RAP that has an FDOT furnished Pavement Composition Data Sheet shall remain the Florida Department of Transportation.

**334-2.3.4 Pavement Coring Report:** The County does not maintain a Pavement Coring Report. This may apply for federal aid roadways.

**334-3.2.1 Mix Design General:** Delete section and replace with Contractor shall certify adherence to FDOT standard mix design.

**334-5 Acceptance of the Mixture:** Delete all references to adjustment pay factors. The pay factor shall be considered a 1.0 for acceptable work. County shall have the discretion on its independent or verification testing.

**334-5.1.1 Sampling and Testing Requirements:** The verification testing shall be at the discretion of the County.

**334-5.1.2 Acceptance Testing Exceptions:** Unless stated in the project plans, a LOT will be considered 2000 tons.

**337-4 Mix Design-FC-5:** Revise to require the contractor provide a signed and sealed FC-5 mix design if used.

**337-12 Basis of Payment:** Pay factors are 1.0

**338 Value Added Asphalt Pavement:** This section is deleted in its entirety. (Note if the County wants to have this as an option then a dispute resolution system and pavement evaluation criteria needs to be developed or adopted.)

**346-2.4 Coarse Aggregate Gradation:** Retain the requirement that the aggregate sources must be approved by the Department- meaning FDOT.

**346-7.7 Sample Location:** Sampling locations must receive approval from the County inspector prior to the taking of the samples. Delete the comparative sampling requirements

**346-9.1 Acceptance Sampling and Testing General:** Samples shall be taken as directed by the County inspector, not in accordance with a random number generator. The County will provide independent testing of the contractors test samples at its discretion. If the County does independent testing, it shall cast one additional cylinder and hold it for possible future evaluation if required.

Delete the requirement for inputting the compressive strength into the sample tracking database within 24 hours. Contractor's lab shall coordinate, if required, with the County's independent lab for results comparisons.

**352-2 Equipment:** Identification of equipment to be used in grinding concrete is required.

**352-8 Basis of Payment:** The County does not adjust the contract unit prices.

**355 Value Added Portland Cement Concrete Pavement:** Delete this section in its entirety.

**400 Concrete Structures:** precast products must be from a plant that is currently on the Department's Production Facility Listing.

**410 Precast Concrete Box Culvert:** Box Culverts shall be obtained from a plant that is currently on the Department's Production Facility Listing. Proof of said approval must be provided to the county with the shop drawings.

**413 Sealing Cracks and Concrete Structure Surfaces:** In the event that the FDOT specification and manufacturers recommendations conflict, it shall be the County's Engineer decision as to which specification governs.

**430 Pipe Culverts:** All pipes shall be provided from a producer on the Department's Production Facility Listing. Evidence of the suppliers meeting this standard shall be provided with the shop drawing submittal to the county.

**430-3.2 Side Drains:** The Department's Drainage Manual and Culvert Service Life Estimator shall remain as the Department's Drainage Manual and Culvert Service Life Estimator

**430-12.9 Railroad Requirements:** Add: The contractor is expected to schedule its work to minimize its time within the railroad right of way for work requiring a flagman or watchman.

**431-4.8 Bursting:** The County may designate pipe bursting for pipes with minimal laterals if deemed appropriate.

**449 Precast Concrete Drainage Products:** All precast drainage products shall be provided from a producer on the Department's Production Facility Listing. Evidence of the suppliers meeting this standard shall be provided with the shop drawing submittal to the county.

**515 Metal Pedestrian/Bicycle Railings, Guiderails, and Handrails:** All products shall be provided from a producer on the Department's Production Facility Listing.

**530 Revetment Systems:** Add the requirement that the engineer of record must verify the size of riprap needed for the particular application.

**603-2.1 General:** All products must be on the FDOT list and must meet the current County controller hardware and software for full compatibility and integration with the existing operations

**611-2.3.1 Submittal Requirements:** The as-built drawings submittal should be signed and sealed paper copies. Drawings in electronic format is also required.

**649-4.3 Painting:** Factory painting of mast arms and monotubes is required for all County installations. Paint shall be the County Standardized brown. Provide products from a fabricator on the Department's list of Prequalified Fabricators of Painted Galvanized Steel Strain Poles, Mast Arms and Monotube Assemblies.

**670-2 Traffic Controller Assembly Materials:** Modify this section to add Specific Controller assemblies must be compatible with County installations and actual controller selection is based on project specific criteria provided on the project plans.

**710-8 Corrections for Deficiencies to Applied Painted Pavement Markings:** Revise this section to: Reapply a .25-mile section centered around any deficiency, at no additional cost to the County.

**711-2 Materials and 713-2 Materials:** The County may take random samples of the material at its discretion.

**924-1 Admixtures for Concrete:** Add: The County Engineer or his designee must approve the use of admixtures.

**949 Miscellaneous Components for Manholes, Inlets and Other Structures:** Revise to restrict the use of brick for riser adjustment and repairs, not new structures.

**972-1 Recycled Plastic Products:** Modify to include: The usage of these products is restricted unless specifically noted on the project plans.

**981-1 Turf Materials General:** Add: The Contractor must reinstall sod matching the type removed. If a conflict arises between the contractor and the property owner regarding replacement sod, the property owner's claim shall prevail unless the contractor provides evidence of preconstruction sod type.

**ATTACHMENTS:**

Attachment #1	Technical Special Provision for Subsurface Pressure Grouting
Attachment #2	June 2019 Report of Findings Sinkhole Investigation



HARBINWOOD ESTATES  
SWMF SINKHOLE



- COMMISSIONERS:

BILL PROCTOR  
DISTRICT 1

JIMBO JACKSON  
DISTRICT 2  
CHAIRMAN

RICK MINOR  
DISTRICT 3

BRYAN DESLOGE  
DISTRICT 4  
VICE CHAIRMAN

KRISTIN DOZIER  
DISTRICT 5

NICK MADDOX  
AT-LARGE
- MARY ANN LINDLEY  
AT-LARGE

VINCENT S. LONG  
COUNTY ADMINISTRATOR

HERBERT W. A. THIELE  
COUNTY ATTORNEY

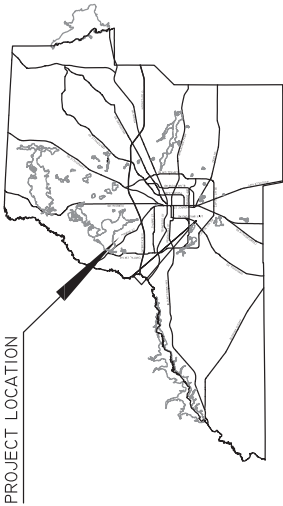
BRENT PELL, P.E.  
DIRECTOR OF PUBLIC WORKS

CHARLES WU, P.E.  
DIRECTOR OF ENGINEERING SERVICES

THERESA HEIKER, P.E.  
STORMWATER MANAGEMENT COORDINATOR



LOCATION MAP



VICINITY MAP

**LEON COUNTY**  
Department of Public Works  
Division of Engineering Services  
Public Works Center  
2280 Miccosukee Road, Tallahassee, FL 32308-5310  
Ph: (850) 606-1500 Fax: (850) 606-1501  
Web: <http://www.leoncountyfl.gov>

PLANS INDEX

SHEET #	SHEET DESCRIPTION
1	COVER SHEET
2	CONSTRUCTION NOTES
3	CONSTRUCTION SEQUENCE AND QUANTITIES
4	CLAY LINER AND DIKE DETAIL
5	CEMENT GROUT PLAN
6	REPORT OF SOIL BORINGS (SHEET 1 OF 8)
7	REPORT OF SOIL BORINGS (SHEET 2 OF 8)
8	REPORT OF SOIL BORINGS (SHEET 3 OF 8)
9	REPORT OF SOIL BORINGS (SHEET 4 OF 8)
10	REPORT OF SOIL BORINGS (SHEET 5 OF 8)
11	REPORT OF SOIL BORINGS (SHEET 6 OF 8)
12	REPORT OF SOIL BORINGS (SHEET 7 OF 8)
13	REPORT OF SOIL BORINGS (SHEET 8 OF 8)

Posted December 2, 2019

GOVERNING STANDARDS AND SPECIFICATIONS:  
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN STANDARDS  
DATED JANUARY 2019, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE  
CONSTRUCTION DATED 2019, AS AMENDED BY CONTRACT DOCUMENTS.

NO.	REVISIONS	
	DESCRIPTION	BY DATE

**Myron Hayden**  
2019.09.26 15:24:24 -04'00'

ENGINEER OF RECORD:  
*Myron Hayden*  
Myron L. Hayden, P.E.  
Florida P.E. Registration No. 34067  
Date: 9-26-19

SHEET NO.	1 OF 13
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GENERAL NOTES

1. STAGING AND WORK AREAS HAVE BEEN IDENTIFIED FOR THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS. IF THE STAGING AREA IS OUTSIDE COUNTY'S RIGHT-OF-WAY OR PROPERTIES, THE CONTRACTOR MAY BE REQUIRED TO OBTAIN A TEMPORARY STAGING AREA PERMIT FROM THE LEON COUNTY DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT DEPARTMENT.

2. THE EXACT LOCATION OF ALL UTILITIES IN THE VICINITY OF CONSTRUCTION ACTIVITIES SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT SUNSHINE ONE AT 1-800-432-4770 OR 811 PRIOR TO BEGINNING OF CONSTRUCTION AND COORDINATE SCHEDULES WITH UTILITY OWNERS DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE LOCATION OF EXISTING UTILITIES AND TO DETERMINE IF OTHER UTILITIES MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK AND TAKE WHATEVER STEPS NECESSARY TO PROVIDE FOR THEIR PROTECTION.

3. CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY COMPANIES FOR REMOVAL AND/OR RELOCATION OF EXISTING UTILITY POLES, AERIAL LINES, BURIED CABLE, AND OTHER UTILITIES THAT MAY BE IMPACTED BY THE CONSTRUCTION ACTIVITIES.

4. A SURVEY SHALL BE CONDUCTED TO DETERMINE AND PROVIDE A BENCHMARK FOR THE CONTRACTOR TO ENSURE THE CLAY LINER FILL HAS ACHIEVED THE APPROPRIATE ELEVATION.

5. ADEQUATE PROVISIONS SHALL BE MADE FOR FLOW OF SEWERS, DRAINS, AND WATER COURSES IMPACTED BY ACTIVITIES.

6. CONTRACTOR SHALL RESTORE ACCESS POINTS AND SLOPES TO A CONDITION AS EXISTED PRIOR TO CONSTRUCTION. ALL DISTURBED AREAS SHALL BE SODDED. SOD SHALL BE INSTALLED PERPENDICULAR TO THE EXPECTED FLOW AND PINNED FOR SLOPES 3H:1V OR GREATER. SODDING ACTIVITIES SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION NO. 981 OR AS NOTED IN THESE PLANS. PIN SOD ON ALL SLOPES 3:1 OR STEEPER.

7. THESE DRAWINGS REPRESENT KNOWN CONDITIONS IN THE PROJECT AREA. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY UPON ENCOUNTERING ANY UNEXPECTED CONDITION. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING WORK.

8. THE CONTRACTOR IS CAUTIONED TO VISIT THE SITE AND FAMILIARIZE HIMSELF/HERSELF WITH THE PROJECT PRIOR TO BIDDING.

9. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY CONFLICTS BETWEEN CONTRACT DOCUMENTS AND EXISTING CONDITIONS.

10. THE ENGINEER SHALL RESERVE THE RIGHT TO SAMPLE ANY AND ALL MATERIALS TO DETERMINE THAT MATERIALS MEET SPECIFICATIONS. FAILURE TO MEET SPECIFICATIONS SHALL BE CAUSE FOR CANCELLATION OF DELIVERY, REJECTION OF MATERIALS PROVIDED FOR PARTIAL OR FULL PAYMENT, OR A DEDUCTION AS DETERMINED BY THE ENGINEER. THIS DOES NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITY OF PROVIDING MATERIALS THAT MEETS SPECIFICATIONS.

11. IF EXISTING UTILITY LINES ARE DISTURBED DUE TO CONSTRUCTION ACTIVITY, CONTRACTOR WILL BE RESPONSIBLE TO RELOCATE OR RECONSTRUCT AS PER UTILITY REQUIREMENTS.

12. IN CASES WHERE CONSTRUCTION IS REFERENCED BY FDOT STANDARD INDEXES, ALL CONSTRUCTION MATERIALS AND METHODS SHALL BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2019 EDITION. MISCELLANEOUS CONSTRUCTION NOT SPECIFICALLY DETAILED SHALL ALSO BE ACCOMPLISHED IN ACCORDANCE WITH THESE STANDARDS.

13. THE CONTRACTOR SHALL MAINTAIN A SUFFICIENT LABOR FORCE TO UNDERTAKE THE SCOPE OF WORK THAT IS TO BE PERFORMED. IF AT ANY TIME DURING THE WORKING DAY, THE ON SITE INSPECTOR BELIEVES THAT ADEQUATE PERSONNEL ARE NOT BEING PROVIDED, THE ON SITE INSPECTOR MAY STOP WORK ACTIVITIES UNTIL THE CONTRACTOR CORRECTS THE SITUATION. THE CONTRACTOR'S SUPERINTENDENT SHALL SUPERVISE AND COORDINATE THE WORK IN PROGRESS WITH THE ON-SITE INSPECTOR.

14. THE CONTRACTOR SHALL FURNISH, ERECT, AND MAINTAIN ALL NECESSARY BARRICADES, WARNING, DANGER, DETOUR SIGNS, ADEQUATE LIGHTS, AND TAKE ALL OTHER PRECAUTIONS TO PROTECT THE WORK AND THE PUBLIC.

15. WORKING HOURS WILL NORMALLY BE FROM 8:30 A.M. TO 4:30 P.M., MONDAY THROUGH FRIDAY. HOWEVER, UPON REQUEST OF THE CONTRACTOR, LEON COUNTY PUBLIC WORKS MAY CONSIDER AN ALTERNATIVE TO THESE WORKING HOURS BASED ON THE TIME OF THE YEAR, SITE, WEATHER, AND TRAFFIC CONDITIONS.

16. NO NIGHT WORK SHALL BE PERFORMED.

17. THE CONTRACTOR SHALL POST ALL APPLICABLE PERMITS ON SITE.

18. DE-WATERING: THE CONTRACTOR SHALL PROVIDE AND OPERATE EQUIPMENT ADEQUATE TO KEEP ALL EXCAVATIONS, TRENCHES, AND POND FREE OF WATER. THE CONTRACTOR SHALL NOT CAUSE SETTLEMENT OR DAMAGE TO ADJACENT PROPERTY AND DISPOSE OF WATER IN A MANNER THAT WILL NOT DAMAGE ADJACENT PROPERTY. DEWATERING PLAN SHALL BE SUBMITTED FOR APPROVAL BY LEON COUNTY DEPARTMENT OF PUBLIC WORKS PRIOR TO IMPLEMENTATION.

19. STORMWATER MANAGEMENT CONTROL OFFICER: MS. BETSY THORPE, CHIEF OF CONSTRUCTION MANAGEMENT FOR LEON COUNTY PUBLIC WORKS (850) 606-1522

TEMPORARY DIKE

1. THE TEMPORARY DIKE SHALL BE CONSTRUCTED BY PLACING FILL IN THE AREA SHOWN IN THESE PLANS.

2. THE DIKE FILL SAND SHALL BE EITHER ON SITE SOILS OR SP/SP-SM/SW SANDS WITH LESS THAN 25% FINES.

3. THE PLACED FILL CAN BE COMPACTED BY TAMPING WITH THE BACKHOE BUCKET.

4. THE SIDE SLOPE OF THE DIKE FACING THE WATER SHOULD BE COVERED WITH AN IMPERMEABLE LINER (VISOQUEEN OR EQUIVALENT) TO REDUCE THE CHANCE FOR A PIPING FAILURE OF THE DIKE.

5. THE TEMPORARY DIKE SHALL BE CONSTRUCTED PRIOR TO BEGINNING THE SITE REMEDIATION.

6. THE TEMPORARY DIKE AND ALL FILL SHALL BE REMOVED FROM THE SITE PRIOR TO THE COMPLETION OF THE PROJECT.

Environmental & Geotechnical Specialists, Inc.

EGS

104 NORTH MAGNOLIA DRIVE  
TALLAHASSEE, FLORIDA 32304  
OFFICE: (850) 386-1263  
Cert. of Auth.: 0222

SEAL:

M. HAYDEN P.E.  
P.E. NO.: 24067

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
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LEON COUNTY PUBLIC WORKS

PROJECT TITLE

HARBINWOOD ESTATES SWMF SINKHOLE

CONSTRUCTION NOTES

2 OF 13

1. NOTICE OF CONSTRUCTION COMMENCEMENT SHALL BE SUBMITTED BY THE CONTRACTOR TO LEON COUNTY DEPARTMENT OF PUBLIC WORKS AND THE ENGINEER.

2. THE CONTRACTOR SHALL SUBMIT TO LEON COUNTY PUBLIC WORKS FOR APPROVAL ANY CHANGES TO THE CONSTRUCTION SEQUENCE AS PRESENTED HERE.
3. THE CONTRACTOR SHALL REQUEST AN ON-SITE PRE-CONSTRUCTION CONFERENCE WITH LEON COUNTY PUBLIC WORKS, DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT DEPARTMENT, AND THE ENGINEER PRIOR TO ANY CONSTRUCTION ACTIVITY.
4. THE CONTRACTOR SHALL CLEARLY "FLAG" THE LIMITS OF CONSTRUCTION, REMEDIATION OF THE SINKHOLE SHALL NOT COMMENCE UNTIL THE TEMPORARY DIKE HAS BEEN CONSTRUCTED AND APPROVED BY LEON COUNTY PUBLIC WORKS.
5. REMEDIATION OF THE SINKHOLE SHALL OCCUR AS DETAILED.
6. THE LEON COUNTY DEPARTMENT OF PUBLIC WORKS SHALL BE RESPONSIBLE FOR CONSTRUCTION INSPECTION OF AREA 1 AND THE CLAY LINER.
7. THE CONTRACTOR WILL HAVE FULL RESPONSIBILITY FOR ALL TESTING AND QUALITY CONTROL NECESSARY TO ENSURE THAT THE WORK IS IN COMPLIANCE WITH THE CONTRACT AND APPLICABLE SPECIFICATIONS. ANY TESTING OR ON-SITE OBSERVATIONS PERFORMED BY THE ENGINEER ARE FOR VERIFICATION ONLY.
8. THE CONTRACTOR SHALL SUBMIT AN AS-BUILT SURVEY OF STABILIZED AREAS AND AN ENGINEERING COMPLIANCE LETTER TO LEON COUNTY DEVELOPMENTAL SUPPORT AND ENVIRONMENTAL MANAGEMENT FOR REVIEW AT LEAST 20 DAYS PRIOR TO A FINAL INSPECTION.

	PAY ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY
AREA 1		MOBILIZATION / DEMOBILIZATION	lump sum	1
		DEWATERING AND SURFACE WATER CONTROL	lump sum	1
		FILL SOILS - TEMPORARY DIKE CONSTRUCTION	yd <sup>3</sup>	90
		IMPERMEABLE COVER - VISQUEEN	yd <sup>2</sup>	35
		SOIL TRACKING PREVENTION AREA	lump sum	1
AREA 2		NON-EXCAVATABLE FLOWABLE FILL	yd <sup>3</sup>	100
		CLAYEY FINE SAND BACKFILL	yd <sup>3</sup>	3,600
		INSTALLATION OF GROUT POINTS	FT	540
CLAY LINER		CEMENT GROUT INJECTION	yd <sup>3</sup>	95
		CLAY LINER	yd <sup>3</sup>	3,600
		SOD	yd <sup>2</sup>	500

LONGVIEW DRIVE

OVERFLOW STRUCTURE

TEMPORARY DIKE

OUTFALL STRUCTURE

AREA 1

50 FEET

25 FEET

13 FEET

NORTHING: 551371  
EASTING: 2021264

NORTHING: 551448  
EASTING: 2021334

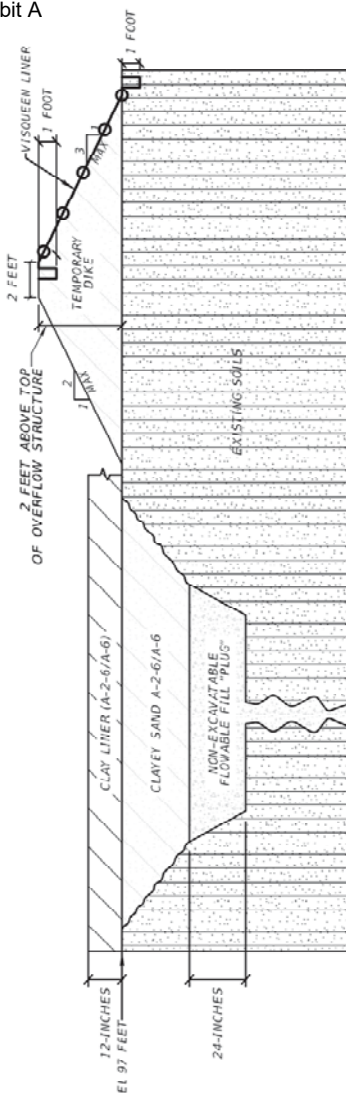
NORTHING: 551066  
EASTING: 2021296

0 10 20 30 40  
Feet

Page 294 of 4100

1. CONSTRUCTION OF A TEMPORARY DIKE SHALL BE ANTICIPATED TO DIVERT WATER AWAY FROM THE WORK ZONE DURING CONSTRUCTION.
2. EXISTING SOILS ARE SUITABLE FOR USE IN THE CONSTRUCTION OF THE TEMPORARY DIKE.
3. NON-EXCAVATABLE FLOWABLE FILL SHALL BE IN ACCORDANCE WITH FOOT STANDARD SPECIFICATIONS, SECTION 121.
4. COMPACTION SHALL BE ACHIEVED USING A 5-TON ROLLER IN STATIC MODE ONLY.
5. REFER TO THE TYPICAL SECTION FOR NON-EXCAVATABLE FLOWABLE FILL PLUS THICKNESS, LAYER PLACEMENT, AND TEMPORARY DIKE WITH WISCONSIN LINER.
6. CLAY LINER SHALL EXTEND UP THE POND SIDE SLOPES TO AN ELEVATION OF THE TOP OF THE OVERTLOW STRUCTURE.

APPROXIMATE LIMITS OF SOIL EROSION (5/23/2019)



SINKHOLE REMEDIATION DETAIL  
SECTION A-A' - NOT TO SCALE

r 2 2019										Page 6	
Environmental & Geotechnical Specialists, Inc.										SHEET NO.	
EGS										4 OF 13	
104 NORTH MAGNOLIA DRIVE TALLAHASSEE, FLORIDA 32301 OFFICE (904) 386-1253 Cert. of Auth.: 0222											
LEON COUNTY PUBLIC WORKS											
PROJECT TITLE											
HARBINWOOD ESTATES SWMF SINKHOLE											
CLAY LINER AND DIKE DETAIL											





NOTES

1. NUMBERS LEFT OF BORING INDICATE STANDARD PENETRATION TEST (SPT) N-VALUES FOR 12 INCH PENETRATION, OR EQUIVALENT.
2. WATER ELEVATIONS SHOWN ARE THE WATER ELEVATIONS ENCOUNTERED. FLUCTUATIONS IN THE ELEVATIONS OF WATER SHOULD BE EXPECTED.
3. SOIL DESCRIPTIONS, TEST DATA, AND STANDARD PENETRATION VALUES SHOWN ARE FOR THE SOIL BORING ONLY AND MAY NOT APPLY TO ANY OTHER LOCATIONS EXCEPT AT THE LOCATION OF THE SOIL BORING. EXTRAPOLATION OF THE SOIL BORING DATA TO OTHER LOCATIONS IS THE SOLE RESPONSIBILITY OF THE PERSON PERFORMING THE EXTRAPOLATION.
4. ASTERISK (\*) INDICATES EQUIVALENT SPT N-VALUES CONVERTED FROM CONE PENETROMETER INDEX (CPI) VALUES.

GRANULAR MATERIALS RELATIVE DENSITY	SAFETY HAMMER		SPT (BLOWS/12 IN.)
	SILTS AND CLAYS CONSISTENCY	VERY SOFT	
VERY LOOSE	LESS THAN 4	VERY SOFT	LESS THAN 2
LOOSE	4 - 10	SOFT	2 - 4
MEDIUM DENSE	10 - 30	FIRM	4 - 8
DENSE	30 - 50	STIFF	8 - 15
VERY DENSE	GREATER THAN 50	VERY STIFF	15 - 30
		HARD	GREATER THAN 30

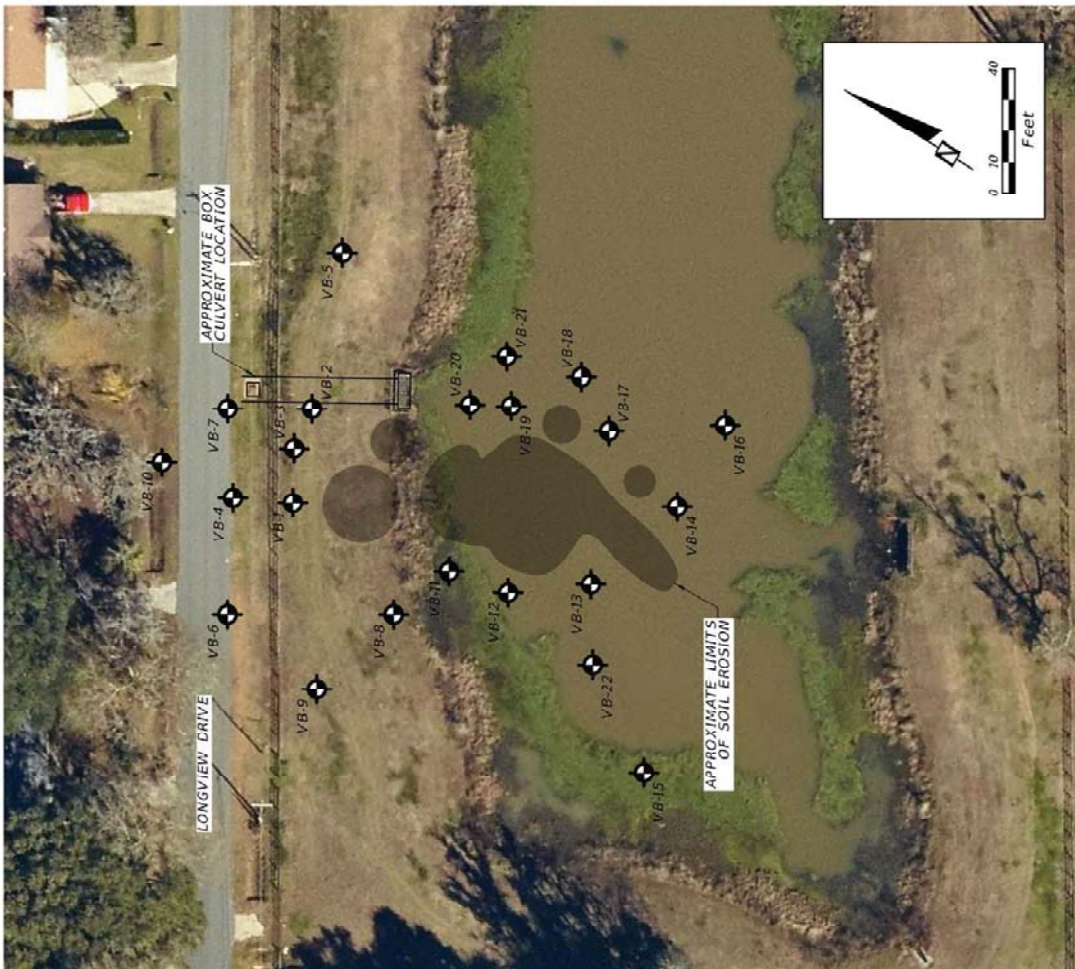
GRANULAR MATERIALS RELATIVE DENSITY	AUTOMATIC HAMMER		SPT (BLOWS/12 IN.)
	SILTS AND CLAYS CONSISTENCY	VERY SOFT	
VERY LOOSE	LESS THAN 3	VERY SOFT	LESS THAN 1
LOOSE	3 - 8	SOFT	1 - 3
MEDIUM DENSE	8 - 24	FIRM	3 - 6
DENSE	24 - 40	STIFF	6 - 12
VERY DENSE	GREATER THAN 40	VERY STIFF	12 - 24
		HARD	GREATER THAN 24

SPLIT-SPOON:  
INSIDE DIAMETER: 1.375 IN  
OUTER DIAMETER: 1.5 IN  
AVG. HAMMER DROP: 30.0 IN  
HAMMER WEIGHT: 147 LBS

LEGEND

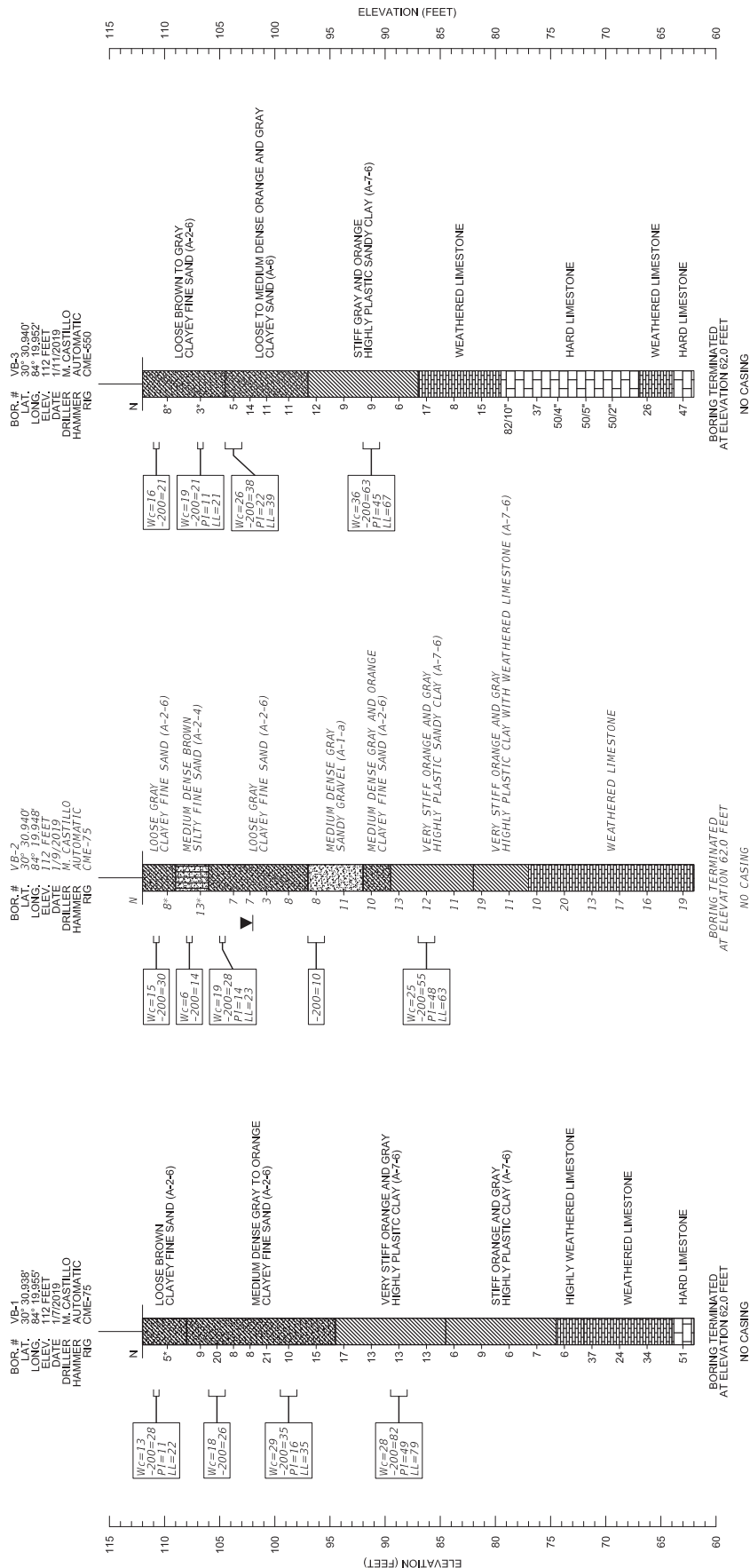
SPT SOIL BORING LOCATION	ASPHALT
MEASURED WATER LEVEL	SANDY GRAVEL (A-1-9)
LABORATORY TESTING RESULTS	FINE SAND (A-3)
CASTING	SILTY FINE SAND (A-2-4)
WATER CONTENT -200 SIEVE PLASTICITY INDEX LIQUID LIMIT	CLAYEY FINE SAND TO HIGHLY PLASTIC CLAYEY SAND (A-2-8 TO A-7-6)
WEIGHT OF HAMMER	PLASTIC CLAY TO HIGHLY PLASTIC CLAY (A-7-3)
GROUNDWATER NOT ENCOUNTERED	HIGHLY PLASTIC SILT (A-7-5)
	HIGHLY WEATHERED LIMESTONE, WEATHERED LIMESTONE
	HARD LIMESTONE

(A-3) AASHTO GROUP CLASSIFICATION SYMBOL



DATE	BY	REVISIONS	DESCRIPTION	DATE	BY	SEAL
Environmental & Geotechnical Specialists, Inc. 104 NORTH MAGNOLIA DRIVE TALLAHASSEE, FLORIDA 32301 OFFICE (904) 366-1853 Cert. of Auth. 6222						REPORT OF SOIL BORINGS (1 OF 8)
LEON COUNTY PUBLIC WORKS PROJECT TITLE HARBINWOOD ESTATES SWMF SINKHOLE						SHEET NO. 6 OF 13

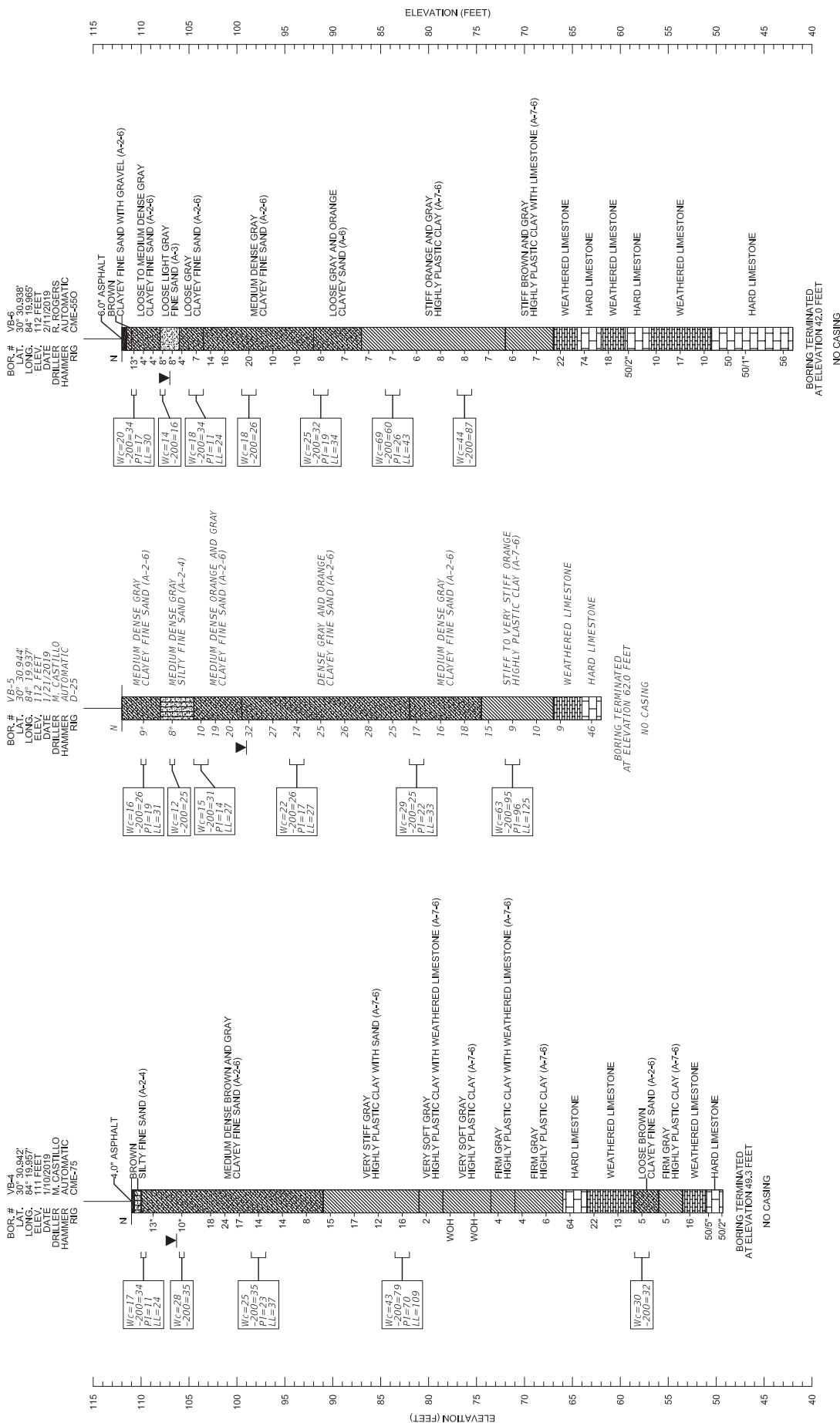
Exhibit A



2019				REVISIONS		SEAL:	Environmental & Geotechnical Specialists, Inc. <b>EGS</b> 104 NORTH MAGNOLIA DRIVE TALLAHASSEE, FLORIDA 32301 OFFICE: (950) 386-1253 Cert. of Auth.: 6222	LEON COUNTY PUBLIC WORKS	REPORT OF SOIL BORINGS (2 OF 8)	SHEET NO. 7 OF 13	Page 72
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION						
							M. HAYDEN, P.E. P.E. NO.: 34087	PROJECT TITLE HARBINWOOD ESTATES SWMF SINKHOLE			



Exhibit A

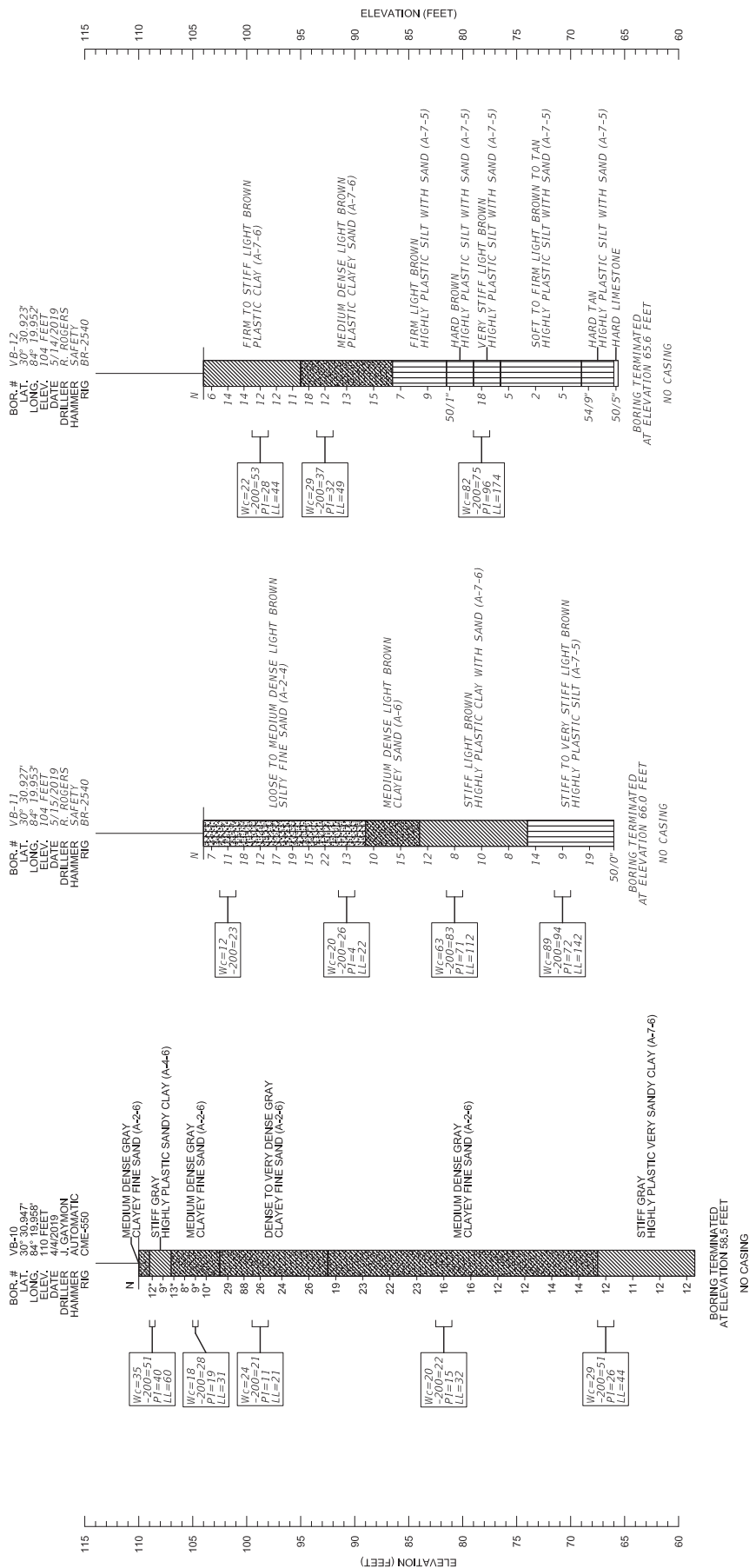


DATE		BY		REVISIONS		SEAL		Environmental & Geotechnical Specialists, Inc.		LEON COUNTY PUBLIC WORKS		SHEET NO.	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	DESCRIPTION	104 NORTH MAGNOLIA DRIVE TALLAHASSEE, FL 32301 OFFICE: (904) 386-1255 Cert. of Auth.: 6222	PROJECT TITLE	REPORT OF SOIL BORINGS (3 OF 8)		8 OF 13	
									HARBINWOOD ESTATES SWMF SINKHOLE				





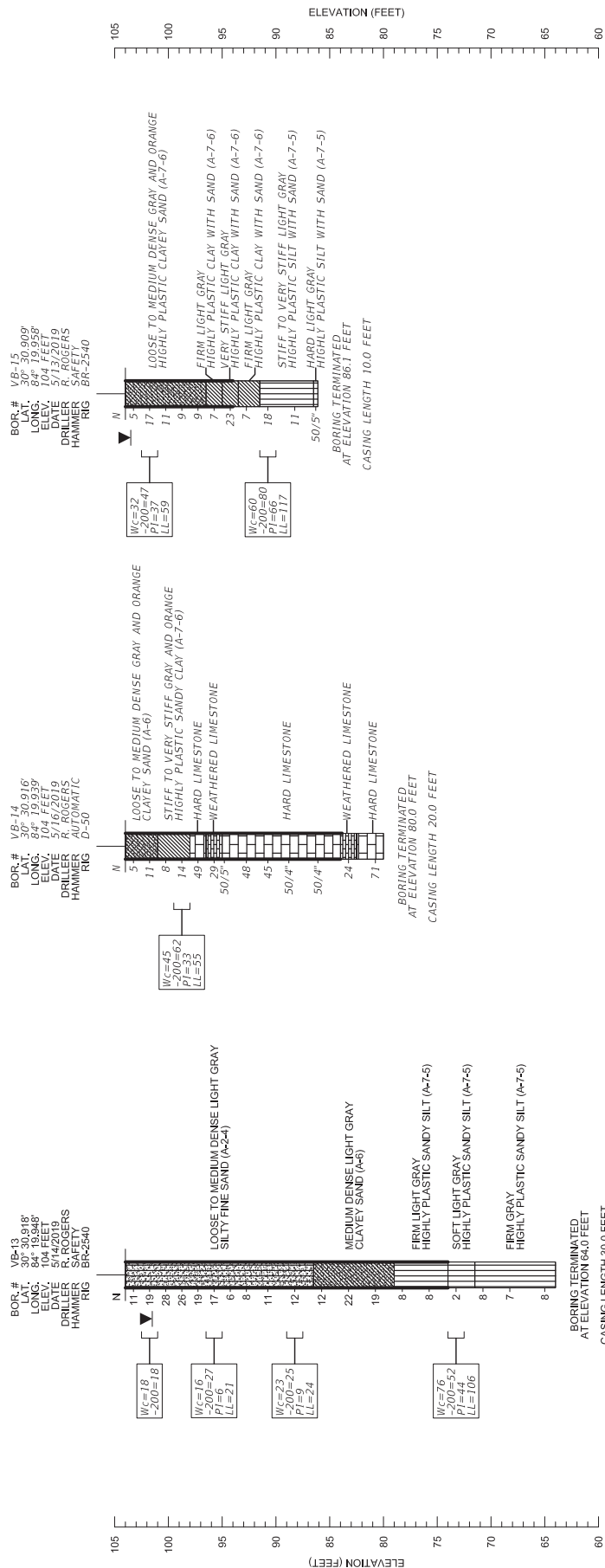
Exhibit A



REVISIONS		DATE		BY		DESCRIPTION		SEAL:	

Environmental & Geotechnical Specialists, Inc.		LEON COUNTY PUBLIC WORKS		SHEET NO. 10 OF 13
EGS 104 NORTH MAGNOLIA DRIVE TALLAHASSEE, FLORIDA 32301 OFFICE: (850) 386-1255 Cert. of Auth.: 6222		PROJECT TITLE HARBINWOOD ESTATES SWMF SINKHOLE		

Exhibit A

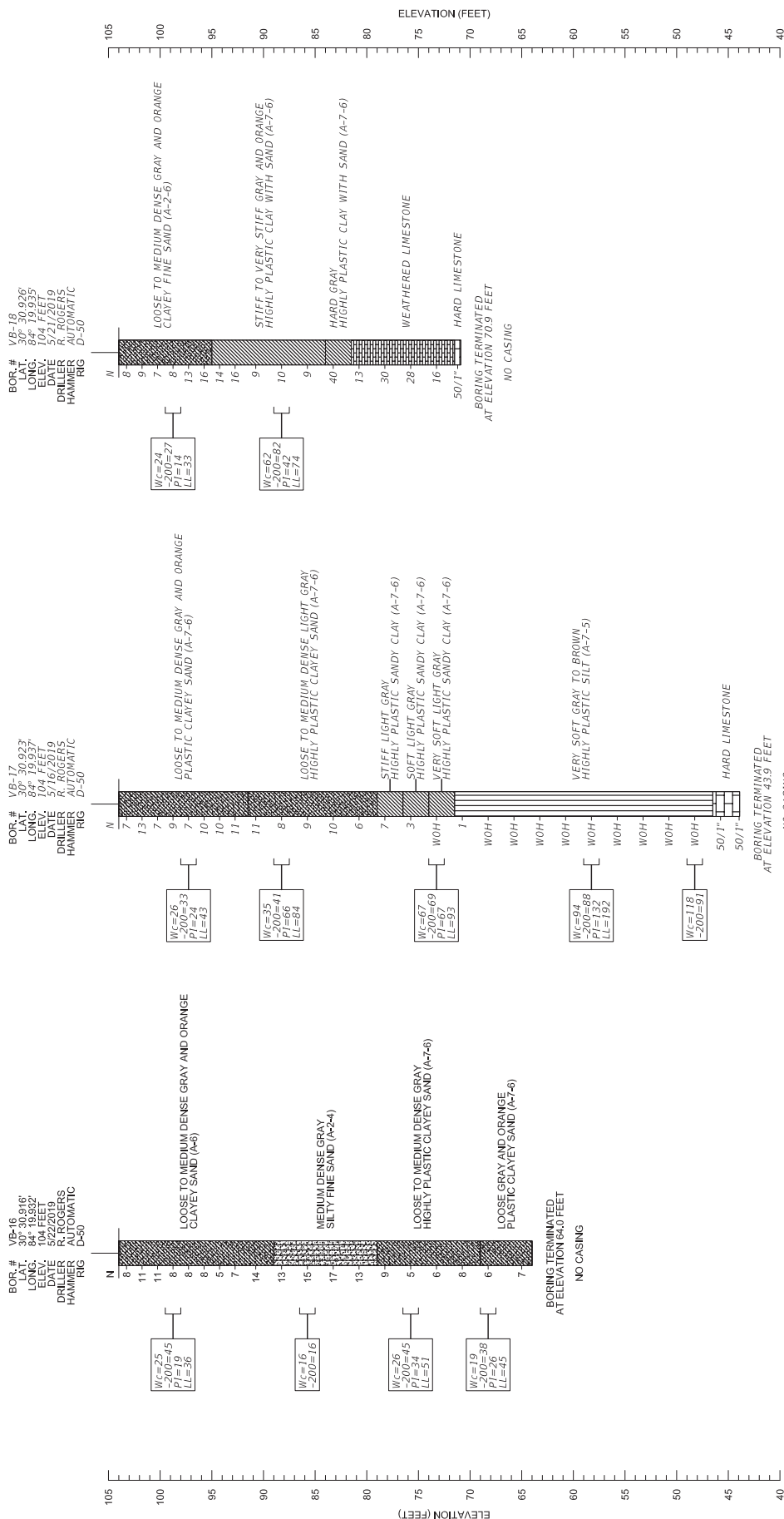


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DATE	BY	DESCRIPTION	DATE			
				M. HAYDEN, P.E. P.E. NO.: 34087	LEON COUNTY PUBLIC WORKS HARBINWOOD ESTATES SWMF SINKHOLE	11 OF 13

REPORT OF SOIL BORINGS  
(6 OF 8)

Environmental & Geotechnical Specialists, Inc.  
**EGS**  
104 NORTH MAGNOLIA DRIVE  
TALLAHASSEE, FLORIDA 32301  
OFFICE: (850) 386-1255  
Cert. of Auth.: 6222

Exhibit A



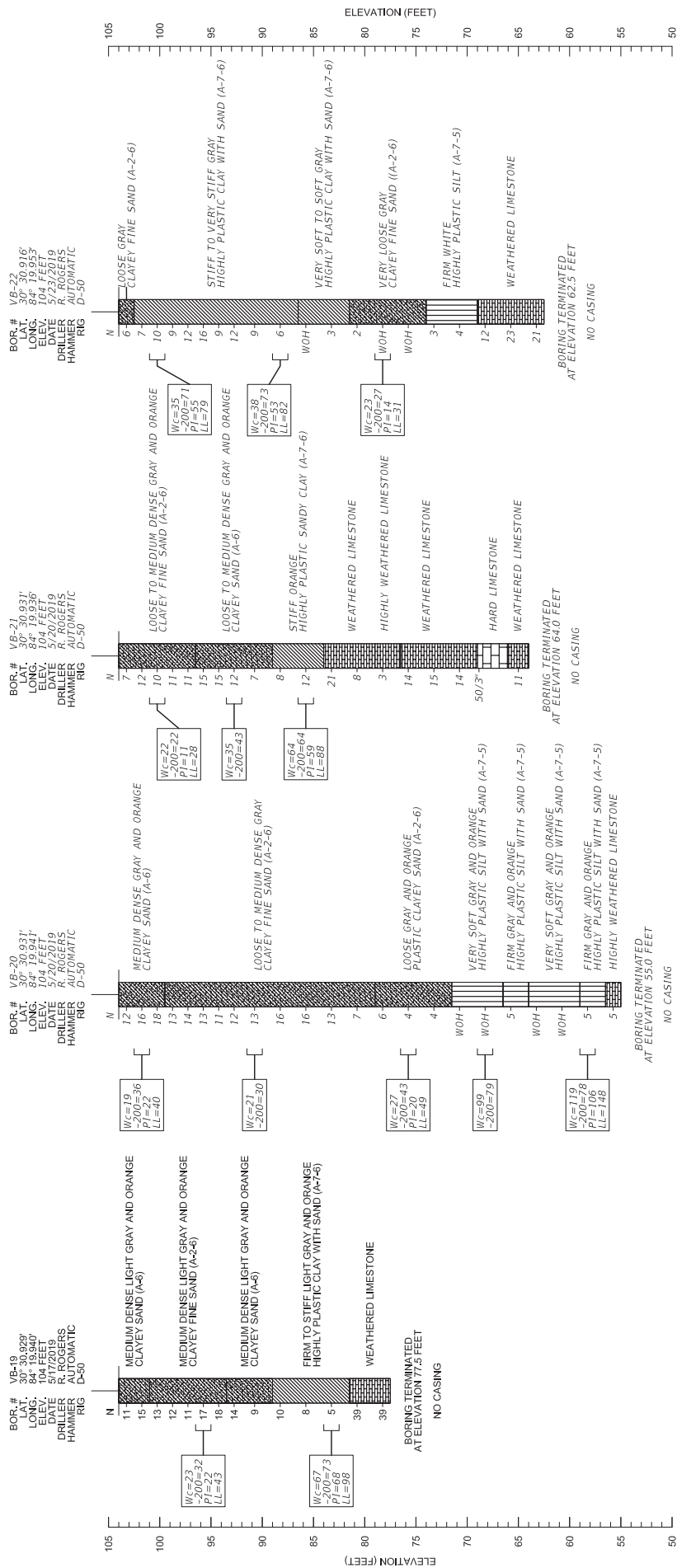
REVISIONS				SEAL:	Environmental & Geotechnical Specialists, Inc. <b>EGS</b> 104 NORTH MAGNOLIA DRIVE TALLAHASSEE, FLORIDA 32301 OFFICE: (850) 386-1253 Cert. of Auth.: 6222	LEON COUNTY PUBLIC WORKS	REPORT OF SOIL BORINGS (7 OF 8)	SHEET NO.	Page 7
DATE	BY	DESCRIPTION	DATE						
12/2019									
						M. HAYDEN, P.E.			
						P.E. NO.: 34087			
							PROJECT TITLE		
							HARBINWOOD ESTATES SWMF SINKHOLE		

**EGS**  
Environmental & Geotechnical Specialists, Inc.  
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OFFICE: (850) 386-1233  
Cert. of Auth.: 6222

LEON COUNTY PUBLIC WORKS  
PROJECT TITLE  
HARBINWOOD ESTATES SWMF SINKHOLE

REPORT OF SOIL BORINGS  
(7 OF 8)

Exhibit A



DATE		BY	DESCRIPTION	REVISIONS	DATE	BY	DESCRIPTION	SEAL	Environmental & Geotechnical Specialists, Inc.		LEON COUNTY PUBLIC WORKS		SHEET NO.	
									EGS		REPORT OF SOIL BORINGS (8 OF 8)		13 OF 13	
									104 NORTH MAGNOLIA DRIVE TALLAHASSEE, FLORIDA 32301 OFFICE: (850) 386-1253 Cert. of Auth.: 6222		HARBINWOOD ESTATES SWMF SINKHOLE			
									M. HAYDEN, P.E. P.E. NO.: 34087					

TECHNICAL SPECIAL PROVISION  
FOR  
SUBSURFACE PRESSURE GROUTING

*This item has been digitally signed and sealed by Myron L. Hayden, P.E, on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.*

Professional Engineer: Myron L. Hayden, P.E.  
Date: September 24, 2019  
Fla. License No.: 34067  
Firm Name: Environmental & Geotechnical  
Specialists, Inc.  
Firm Address: 104 North Magnolia Drive  
City, State, Zip Code: Tallahassee, FL 32301  
Certificate of Authorization: 6222  
Pages: 1 - 5

Myron Hayden  
2019.09.24 15:44:22 -04'00'

## **SECTION T173**

### **SUBSURFACE PRESSURE GROUTING**

#### **T173-1 Description**

The work specified in this Technical Special Provision consists of subsurface pressure grouting and grout pipe installation as shown in the plans. The purpose of the grouting program is to improve the subsurface conditions by injecting cement grout to fill voids and to densify the soils to minimize the potential for future ground subsidence. Grout pipe installation consists of drilling or driving pipes to convey grout through the underlying soils. Cement grout injection shall be at the depths indicated on the Cement Grout Plan or as directed by the Engineer. The Contractor shall submit with bid the reference documentation of at least five years experience in subsurface pressure grouting of projects with similar size and scope.

#### **T173-2 Contractor Submittals**

1. Grout pipe installation procedures.
2. Grout mix design.
3. Heave monitoring instrumentation and procedures.
4. Contractor's Project Management contact information.
5. Calibration procedures for pump equipment.
6. List of pumping equipment to be used in the preparation or handling of grout.
7. Qualifications of Grouting Supervisor.
  - a. A minimum of 5 years experience in subsurface pressure grouting.
  - b. Experience record of at least 3 project in the last 5 years of a similar size and scope of this project.
  - c. Experience shall be provided as outlined in FDOT Standard Specification 105-8.

The Contractor shall not begin work until these documents are submitted and accepted in writing, as sufficient, by the Engineer.

#### **T173-3 Materials**

1. Portland Cement shall meet requirements of FDOT Standard Specification 921.
2. Fine Aggregate shall meet requirements of FDOT Standard Specification 902.
3. Water shall meet requirements of FDOT Standard Specification 923.
4. Fly Ash shall meet the requirements of FDOT Standard Specification 929-2.
5. Admixtures shall meet the requirements of FDOT Standard Specification 924.
6. Grout mix shall be delivered from an FDOT approved plant, and shall be a sand-cement mixture with appropriate additive and minimum 2-day compressive strength of 150 pounds per square inch (psi). Design mix shall be submitted to Engineer for approval.

#### **T173-4 Mix Proportions**

The grout mix shall include a minimum Portland cement content of 12 percent of the dry weight of sand. Addition of water on site to ensure pumpability shall not be allowed without authorization of Engineer. Evaluate and adjust source and characteristics of sand, and adjust mix proportions including sand, fly ash, and other mix components. The grout mix proportions shall be adjusted

for each point of injection, and from batch to batch during injection, if necessary, to obtain optimum grout pumpability consistent with requirements of this Technical Special Provision.

#### **T173-5 Equipment**

Equipment shall be capable to sufficiently advance the grout casing through the existing subsoil to the depth required to meet the grouting program objectives. All oil or rust inhibitors shall be removed from all portions of the equipment in contact with the grout prior to use. Pressure grout pumps shall have a variable range of rate of delivery between 1 cubic foot per minute and 10 cubic feet per minute and shall be equipped with on-line pressure gauges with range of 50-500 psi and remote controls capable of reaching all the grout injection points. Pressure grout pumps shall be calibrated to measure the grout volume and rate of delivery for the intended grout mix design in units of cubic feet and cubic feet per minute, respectively. Provide vertical survey control in the vicinity of each injection point to determine if surface heave has occurred.

#### **T173-6 Construction Methods**

Prior to the start of any grout injection operations, the Contractor and Engineer shall jointly inspect the site to observe and document the pre-construction condition of the site and any existing structures or facilities. Measure and record the elevation of the ground surface at representative locations in the grout injection area. Document the results of the site inspection in a written report and provide a copy of this report to the Engineer prior to the start of the grouting operations. Calibration of grout pumps shall be required as directed by the Engineer. Ready mix tickets shall be submitted to the Engineer. The cement grout injection program shall be performed to fill voids and densify any loose soil underlying the roadway at the specified locations shown on the Cement Grout Plans or as directed by the Engineer. The placement of cement grout within the soil shall act to densify the surrounding soil. A slump ranging from 6 to 9 inches shall be used or as directed by the Engineer. Grouting shall start with a 7-inch slump. Depending upon the intake, the slump may be increased or decreased at the direction of the Engineer.

##### **T173-6.1 Injection Point Spacing and Placement**

Primary grout injection pipes shall be driven or installed in a predrilled pilot hole, not jetted, to the specified depths as noted in the Cement Grout Plan. Any variation from the depths listed in the Cement Grout Plan shall be approved by the Engineer. If the grout injection pipes are installed in predrilled pilot holes, the pilot hole shall have a diameter at least  $\frac{3}{4}$  inch smaller than the grout injection pipe. The injection pipes shall be installed at the injection point locations and in the sequence shown on the Cement Grout Plan unless otherwise directed by the Engineer. Dependent upon the grout take and grout injection pipe depths, the grouting sequence shown on the Cement Grout Plan may be modified by the Engineer. All changes in injection pipe spacing, grout delivery pressure, and allowable quantities of grout at a given depth and location shall be approved by the Engineer. The use of rotary wash drilling techniques or vibratory hammers for installation of grout injection pipes is not permitted. The diameter of injection pipes shall be adequate to permit injection of cement grout. The injection pipes should have a minimum of 2  $\frac{1}{2}$  inches inside diameter. "Nipped" casing shall not be allowed. Hard caps able to withstand the driving forces shall be used at the pipe bottom to prevent soil plugging the casing during grout pipe installation. The use of augers in lieu of injection pipes is not acceptable. Keep accurate installation records for all injection points, including location and depth of injection points, method of installation, and other pertinent data such as difficulties encountered during drilling or pipe driving.



**T173-6.2 Grout Injection Procedures**

The grouting sequence shall proceed as indicated on the Cement Grout Plan. The injection of grout shall begin at the bottom depth of the injection pipe and proceed upward in 2-foot intervals to a depth of approximately 4 feet below the existing grade or as directed by the Engineer. No grout other than that required to fill the hole shall be injected above the 4-foot depth. The grouting program shall commence with a test program for evaluation of equipment performance, selection of grout pressure criteria and refusal criteria. In general, injection at each interval shall continue until one of the following occurs:

1. Maximum grout pressure of 200 psi increase over the pressure required to initiate grout take.
2. Maximum grout pressures at the ground surface of 400 psi is achieved unless otherwise directed by the Engineer.
3. Maximum grout "take" quantity of 5 cubic yards within a 2-foot interval occurs.
4. Maximum 20 cubic yards of grout has been pumped at any one injection point.
5. Maximum surface heave of ¼ inch occurs at any location within the injection area. If there is a dip in the existing ground profile that needs correction, this limit may be increased by the Engineer.

The above criteria may be modified by the Engineer during grouting depending upon field conditions. Grouting procedure shall continue with the grout pipe withdrawn in a controlled manner and with sufficient pressure on the grout to assure that the drilled hole is filled with grout to prevent a breaching of any clayey layer present.

**T173-7 Contractor's Supervision and Quality Control**

Keep accurate records for grout mix proportions, quantities of grout taken at each 2 feet interval, and respective injection pressures. The actual sequence of grouting operations, proportions of grout mixes, etc., shall be as provided herein, except that the provisions may be modified by the Engineer as required by field conditions. All daily drilling, grouting, and testing reports shall be submitted to the Engineer within 48 hours. Grout Point Installation Reports shall be required and shall contain at least the following information: Name of driller, type of drill, method being used, date started, dated completed, location of hole, type and depth of materials encountered. Grouting Reports shall be required and shall contain at least the following information: Name of grout technician, constituents and proportions of grout, measured grout slump, log of quantity injected per linear foot of hole, date, rate of pumping, and pressure at the hole.

**T173-8 Testing and Quality**

Perform slump test in the field on each truck or as directed by the Engineer. One sample shall be collected on the first truck for compressive strength testing and one sample shall be collected and tested for compressive strength every 100 cubic yards of grout pumped or as directed by the Engineer. A laser level control system shall be installed and operated by the Contractor for use during grouting. The monitoring shall be carried out to detect any movement within 25 feet of the grouting operations whenever grouting is occurring.

Payment will not be authorized for grouting resulting in surface heave above the maximum allowed. Contractor shall be responsible for any damage to the roadway, embankment and nearby structures resulting from pressure grouting operation.

Calibration for volume production, pressure loss, and slump loss shall be performed to the satisfaction and at the frequency directed by the Engineer. The Engineer shall perform Standard Penetration Test borings in improved areas to evaluate the success of the grouting operation at the the completion of grouting.

The contractor will have full responsibility for all testing and quality control necessary to ensure that the work is in compliance with the contract and applicable specifications. Any testing or on-site observations performed by the Engineer are for verification only and do not absolve contractor from sole responsibility of full compliance and performance of the work.

**T173-9 Method of Measurement**

The quantity of grout pumped and the linear footage of injection pipe installed shall be paid for at the contract unit prices.

**T173-10 Basis of Payment**

Price and payment will be full compensation for all work specified in this Technical Special Provision and will be made solely at the contract unit prices of materials installed and accepted. Payment will not be authorized for grouting resulting in surface heave or other visible damage to the roadway as described in the Technical Special Provision.

Payment will be made under

Pay Item No. 173-76

Pay Item No 173-77-1

Grout Pipe Installation – per lineal foot

Subsurface Pressure Grouting, Sand Cement – per cubic yard

**Bid Price Sheet****ATTACHMENT E****Harbinwood Estates SWMF Sinkhole****October 2019**

Bidders to provide unit prices for the following pay items:

Bid Item No.	FDOT Pay Item No.	Description	Bid Quantity	Unit Measure	Unit Cost	Total Cost
1	101-1	MOBILIZATION / DEMOBILIZATION	1	Lump Sum	\$	\$
2		DEWATERING AND SURFACE WATER CONTROL	1	Lump Sum	\$	\$
3		FILL SOILS - TEMPORARY DIKE CONSTRUCTION	90	Cubic Yard	\$	\$
4		IMPERMEABLE COVER - VISQUEEN	35	Square Yard	\$	\$
5	104-15	SOIL TRACKING PREVENTION AREA	1	Lump Sum	\$	\$
6	121-70	NON-EXCAVATABLE FLOWABLE FILL	100	Cubic Yard	\$	\$
7		CLAYEY FINE SAND BACKFILL	3,600	Cubic Yard	\$	\$
8	173-76	INSTALLATION OF GROUT POINTS	540	Linear Foot	\$	\$
9	173-77-1	CEMENT GROUT INJECTION	95	Cubic Yard	\$	\$
10		SURFACE AND GROUNDWATER CONTROL	1	Lump Sum	\$	\$
11		CLAY LINER	3,600	Cubic Yard	\$	\$
12		SOD	500	Square Yard	\$	\$

***Total For Harbinwood Estates SWMF Sinkhole Repair = \$***

**Bid Title: Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project**

**Bid Number: BC-10-31-19-09**

**Opening Date: October 31, 2019**

**BID RESPONSE SHEET**

County, reserves the right to accept or reject any and/or all bids

Shelly W. Kelley  
Purchasing Director

Jimbo Jackson, Chairman  
Leon County Government

ed firm/individual by the undersigned authorized representative.

RECEIVED

7:19 NOV -5 AM 12:08

PURCHASING DIVISION  
LEON COUNTY

Allen's Excavations Inc

(Firm  
Name)

Allen Weldon

(Authorized Representative)

Allen Weldon

(Printed or Typed Name)

6403 Woodville Hwy

Tallahassee, FL 32305

AllessExcavation@hotmail.com

850 421-6872

850-421-2391

FAX

**ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)**

Addendum #1 dated 10-18 Initials JEW

Addendum #2 dated 10-29 Initials DEW

Addendum #3 dated \_\_\_\_\_ Initials \_\_\_\_\_

**Bid Price Sheet**

ATTACHMENT E

**Harbinwood Estates SWMF Sinkhole****October 2019**

Bidders to provide unit prices for the following pay items:

Bid Item No.	FDOT Pay Item No.	Description	Bid Quantity	Unit Measure	Unit Cost	Total Cost
1	101-1	MOBILIZATION / DEMOBILIZATION	1	Lump Sum	\$47,000.00	\$47,000.00
2		DEWATERING AND SURFACE WATER CONTROL	1	Lump Sum	\$5,000.00	\$5,000.00
3		FILL SOILS - TEMPORARY DIKE CONSTRUCTION	90	Cubic Yard	\$25.00	\$2,250.00
4		IMPERMEABLE COVER - VISQUEEN	35	Square Yard	\$20.00	\$700.00
5	104-15	SOIL TRACKING PREVENTION AREA	1	Lump Sum	\$5,000.00	\$5,000.00
6	121-70	NON-EXCAVATABLE FLOWABLE FILL	100	Cubic Yard	\$300.00	\$30,000.00
7		CLAYEY FINE SAND BACKFILL	3,600	Cubic Yard	\$18.00	\$64,800.00
8	173-76	INSTALLATION OF GROUT POINTS	540	Linear Foot	\$30.00	\$16,200.00
9	173-77-1	CEMENT GROUT INJECTION	95	Cubic Yard	\$490.00	\$46,550.00
10		SURFACE AND GROUNDWATER CONTROL	1	Lump Sum	\$5,000.00	\$5,000.00
11		CLAY LINER	3,600	Cubic Yard	\$20.00	\$72,000.00
12		SOD	500	Square Yard	\$5.00	\$2,500.00

**Total For Harbinwood Estates SWMF Sinkhole Repair = \$297,000.00**

**Bid Title:** Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project  
**Bid Number:** BC-10-31-19-09  
**Opening Date:** October 31, 2019

**AFFIDAVIT CERTIFICATION  
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Allen's Excavation Inc

Signature: Allen Weldon Title: President

STATE OF FL  
COUNTY OF Leon

Sworn to and subscribed before me this 31 day of Oct, 2019

Personally known \_\_\_\_\_

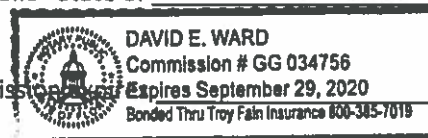
DAVID E. WARD  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

N-A  
(Type of identification)

My commission expires \_\_\_\_\_



Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,  
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

**Bid Title: Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project**  
**Bid Number: BC-10-31-19-09**  
**Opening Date: October 31, 2019**

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**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: \_\_\_\_\_

*Allen Weldon*

Title: \_\_\_\_\_

*President*

Firm: \_\_\_\_\_

*Allen's Excavation @ Hotmail.com*

Address: \_\_\_\_\_

*6403 Woodville Hwy  
Tallahassee, FL 32305*

**Bid Title:** Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project  
**Bid Number:** BC-10-31-19-09  
**Opening Date:** October 31, 2019

### IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the

following: (Check one and sign in the space provided.)

☒ This firm complies fully with the above requirements.

☐ This firm does not have a drug free work place program at this time.

  
 Bidder's Signature

  
 Title

10-31-2019  
 Date



Bid Title: Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project  
 Bid Number: BC-10-31-19-09  
 Opening Date: October 31, 2019

### CONTRACTOR'S BUSINESS INFORMATION

#### COMPANY INFORMATION

Name: <u>Allen's Excavation Inc.</u>	
Street Address: <u>6403 Woodville Hwy</u>	
City, State, Zip: <u>Tallahassee, FL 32305</u>	
Taxpayer ID Number: <u>59-2584971</u>	
Telephone: <u>850-421-6872</u>	Fax: <u>850-421-2391</u>
Trade Style Name:	

#### TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input checked="" type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify )
<input type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: Florida Date Established: \_\_\_\_\_

#### AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail
<u>David Ward</u>		<u>879-0451</u>	<u>DAWARD@adcon</u>

**Bid Title:** Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project  
**Bid Number:** BC-10-31-19-09  
**Opening Date:** October 31, 2019

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD

Please provide the following information for all licenses required by Florida Statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee: <i>Heath Weldon</i>	
License Type: <i>Underground Utilities + Excavation Contractor</i>	
License Number: <i>EC1224114</i>	Expiration Date: <i>8-31-2020</i>
Qualified Business License (certificate of authority) number:	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

**LIST COMPANIES FROM WHOM YOU OBTAIN SURETY**

**BONDS Surety Company 1**

Company Name	<i>Merchants Bonding Company</i>
Contact's Name	<i>Chip Campbell</i>
Telephone	<i>850-205-7028</i>
Fax	<i>850-386-2143</i>
Address	<i>Tallahassee 32308</i>

**Surety Company 2**

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

**Bid Title:** Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project  
**Bid Number:** BC-10-31-19-09  
**Opening Date:** October 31, 2019

Present Amount of Bonding Coverage (\$): <u>15,000,000</u>	Has your application for surety bond ever been declined?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (If yes, please provide detailed information on reverse)	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  (If yes, please provide detailed information on reverse)
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THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS 31 DAY OF Oct, 2019.

By: Allen Weldon Title: President

Printed Name and Title: Allen Weldon President

**Bid Title:** Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project  
**Bid Number:** BC-10-31-19-09  
**Opening Date:** November 5, 2019

#### MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Bidder: Allen's Excavation Inc

All bidders, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their bid. Through submission of its bid, Bidder certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the bidder to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County.

**DIRECTIONS:** Each bidder must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All bidders are to list subcontractors as appropriate in Sections 3 and 4.

#### SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION

The aspirational target for this project is:

Aspirational Target for Construction

M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

#### SECTION 2 - GOOD FAITH EFFORT

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. These criteria are used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the bidder's Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as Good Faith and provide documentation of all Good Faith Efforts completed by your firm may result in your bid being determined as non-responsive. Please

**Bid Title: Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project**

**Bid Number: BC-10-31-19-09**

**Opening Date: November 5, 2019**

check the appropriate boxes that apply to your good faith activities:

- a. Advertised for participation by MWBEs in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBE's referred to the bidder by the MWSBE Division for the goods and services to be subcontracted and/or supplied.
- b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Contractors as applicable to the aspirational Target.
- c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid.
- d. Contacted MBEs and/or WBEs who provide the services needed for the bid.
- e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid related items at no charge to the M/WBEs.
- g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid deadline, regarding problems the with bidder is having in achieving and/or reaching the aspirational targets.
- h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

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- 2. Prime contractors will negotiate in good faith with interested MWSBE's, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation. The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.



**Bid Title:** Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project

**Bid Number:** BC-10-31-19-09

**Opening Date:** November 5, 2019

#

### SECTION 3 – BIDDER'S PROPOSED MWBE PARTICIPATION

Bidder shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

#### MBE and WBE Intended Utilization

Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) <sup>1</sup>	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group <sup>2</sup> (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
<b>Minority and Women Business Enterprise(s)</b>					
a. <i>Hale Contracting</i>	<i>Midway, FL</i>	<i>850-508-5950</i>	<i>F</i>	<i>\$21,730.00</i>	<i>Hauling / Materials</i>
b. <i>Pooler Eng</i>	<i>Tallah, FL</i>	<i>850-386-5117</i>	<i>F</i>	<i>\$5,000.00</i>	<i>Survey + As-Built's</i>
c. <i>Anchor Group</i>	<i>Tallah, FL</i>	<i>850-933-3446</i>	<i>B</i>	<i>\$50,490.00</i>	<i>Flowable Fill - Grouting - Pipes</i>
d.					
e.					
f.					
Total Bid Amount \$ <i>292,000.00</i>				Total MWBE Participation \$ <i>77,220.00</i>	MBE Participation % <i>1.7%</i> WBE Participation % <i>9.5%</i> (MBE or WBE Participation \$ Total Bid \$) <i>292,000.00</i>
<sup>1</sup> <b>Certification</b> Attach and submit a copy of each MBE and WBE certification with the bid. <sup>2</sup> <b>Ethnic Group</b> Use following abbreviations for MBE's: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.					

Bid Title: Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project  
 Bid Number: BC-10-31-19-09  
 Opening Date: November 5, 2019

#### SECTION 4 - NON-MWBE SUBCONTRACTORS

Bidder shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a. <i>Foundation Professionals</i>	<i>Lake City, TN</i>	<i>855-934-7688</i>	<i>\$32,270.00</i>	<i>Pressure Wash</i>
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				



**Bid Title: Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project**  
**Bid Number: BC-10-31-19-09**  
**Opening Date: October 31, 2019**

### NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with Leon County Government, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

Allense Excavation Inc.

(Name of Corporation, Partnership, Individual, etc.)

a Site work / Utilities

(Type of Business)

, formed under the laws of

Florida

(State or Province)

of which he/she is

President

(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Allen Weldon

AFFIANT'S NAME

President

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 31 Day of DEC, 2019

Personally Known Or Produced Identification

Type of Identification

David E. Ward

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires:



**Bid Title:** Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project  
**Bid Number:** BC-10-31-19-09  
**Opening Date:** October 31, 2019

### INSURANCE CERTIFICATION FORM

To indicate that Bidder/Respondent understands and is able to comply with the required insurance, as stated in the bid/RFP document, Bidder/Respondent shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

☒ YES    ☐ NO

Commercial General Liability:	Indicate Best Rating:	<u>A++</u>
	Indicate Best Financial Classification:	<u>XV</u>

Business Auto:	Indicate Best Rating:	<u>A+</u>
	Indicate Best Financial Classification:	<u>XV</u>

Professional Liability:	Indicate Best Rating:	<u>N/A</u>
	Indicate Best Financial Classification:	<u>N/A</u>

1. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

☒ YES    ☐ NO

Indicate Best Rating:	<u>A</u>
Indicate Best Financial Classification:	<u>X</u>

If answer is NO, provide name and address of insurer:

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2. Is the Respondent able to obtain insurance in the following limits (next page) as required for the services agreement?

☒ YES    ☐ NO

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County. Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

**Bid Title: Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project**

**Bid Number: BC-10-31-19-09**

**Opening Date: October 31, 2019**

**Required Coverage and Limits**

The required types and limits of coverage for this bid/request for proposals are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

**Required Policy Endorsements and Documentation**

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

**Additional insured** (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

**Primary and not contributing coverage-** General Liability & Automobile Liability

**Waiver of Subrogation** (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

**Thirty days advance written notice of cancellation to County** - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

**\*\* No Coverage in place at this time \*\***

Please mark the appropriate box:

Coverage is in place ☐ Coverage will be placed, without exception ☒

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name Lynda Turner  
Typed or Printed

Signature Lynda Turner

Date 10/29/2019

Title Agent  
(Company Risk Manager or Manager with Risk Authority)



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
10/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of Florida, Inc. 3520 Thomasville Rd., Ste. 500  Tallahassee FL 32309	<b>CONTACT NAME:</b> Lynda Turner <b>PHONE (A/C, No, Ext):</b> (850) 656-3747 <b>FAX (A/C, No):</b> (850) 656-4065 <b>E-MAIL ADDRESS:</b> lturner@bbtally.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Northern Insurance Company of New York</td> <td>19372</td> </tr> <tr> <td>INSURER B: American Guarantee and Liability Insurance Company</td> <td>26247</td> </tr> <tr> <td>INSURER C: Bridgefield Employers Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Northern Insurance Company of New York	19372	INSURER B: American Guarantee and Liability Insurance Company	26247	INSURER C: Bridgefield Employers Insurance Company		INSURER D: Travelers Property Casualty Company of America	25674	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Northern Insurance Company of New York	19372														
INSURER B: American Guarantee and Liability Insurance Company	26247														
INSURER C: Bridgefield Employers Insurance Company															
INSURER D: Travelers Property Casualty Company of America	25674														
INSURER E:															
INSURER F:															
<b>INSURED</b> Allen's Excavation, Inc. 6403 Woodville Hwy  Tallahassee FL 32305															

**COVERAGES** **CERTIFICATE NUMBER:** 19/20 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	GLO0235747-02	08/01/2019	08/01/2020	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						\$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$ 10,000
	OTHER:						\$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	Y	Y	BAP0235748-01	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident)
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						\$
	PROPERTY DAMAGE (Per accident)						\$
	Uninsured motorist					\$ 100,000	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			AUC0235751-02	08/01/2019	08/01/2020	EACH OCCURRENCE
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						\$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$ 4,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	0830-44159	02/15/2019	02/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						\$ 1,000,000
	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N						\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$ 1,000,000
D	Equipment Floater			QT-630-1L290413-TIL-19	08/01/2019	08/01/2020	R/L Equip \$ 550,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bid Number: BC-10-31-19-09 - Harbinwood Estates SWMF Sinkhole Repair Project.

Leon County BOCC, Florida, its Officers, employees and volunteers are included as additional insureds for this project with regard to general liability and auto liability coverage as required by written contract or agreement. A waiver of subrogation applies as indicated.

<b>CERTIFICATE HOLDER</b>  Leon County BOCC 301 S. Monroe Street  Tallahassee FL 32301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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Bid Title: Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project  
Bid Number: BC-10-31-19-09  
Opening Date: October 31, 2019

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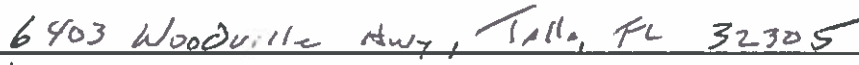
**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION,  
And OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

  
Signature

  
Title

  
Contractor/Firm

  
Address

**Bid Title:** Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project  
**Bid Number:** BC-10-31-19-09  
**Opening Date:** October 31, 2019

### LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: <u>Allen's Excavation Inc</u>	
Current Local Address: <u>6403 Woodbourne Hwy</u> <u>Tallah, FL 32305</u>	Phone: <u>850</u> <u>421-6872</u> Fax: <u>850</u> <u>421-2391</u>
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address: <u>N-A</u>	
Home Office Address: <u>Same</u>	Phone:  Fax:

Allen Weldon  
Signature of Authorized Representative

10-31-19

Date

STATE OF FL  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 31 day of OCT, 2019  
 By Allen Weldon of Allen's Excavation Inc  
(Name of officer or agent, title of officer or agent) (Name of corporation)  
 acknowledging)

a FL Corporation, on behalf of the corporation. He/she is personally known to me  
(State or place of incorporation)  
 or has produced N-A as identification.

Return Completed form with  
supporting documents to:

Leon County Purchasing Division  
1800-3 N. Blair Stone Road  
Tallahassee, Florida 32308

David E. Ward  
Signature of Notary



**Bid Title: Invitation to Bid for Harbinwood Estates SWMF Sinkhole Repair Project**

**Bid Number: BC-10-31-19-09**

**Opening Date: October 31, 2019**

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### **Employment Eligibility Verification**

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
  - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

  
Signature

10-31-2019  
Date



## Florida Department of Transportation

RON DESANTIS  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.  
SECRETARY

May 21, 2019

ALLEN S EXCAVATION, INC.  
6403 WOODVILLE HIGHWAY  
TALLAHASSEE, FLORIDA 32305

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2020. However, the new application is due 4/30/2020.

In accordance with S. 337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:  
[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/](https://fdotwp1.dot.state.fl.us/ContractorPreQualification/)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

**FDOT APPROVED WORK CLASSES:**

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, ROADWAY SIGNING

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager  
Contracts Administration Office

AA: cj

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



7:50:38 AM 10/29/2019

## Licensee Details

### Licensee Information

Name: **WELDON, GREGORY HEATH (Primary Name)**  
**ALLEN'S EXCAVATION INC (DBA Name)**  
Main Address: **6403 WOODVILLE HWY.**  
**TALLAHASSEE Florida 32305**  
County: **LEON**  
License Mailing:  
License Location:

### License Information

License Type: **Certified Underground Utility and Excavation Contractor**  
Rank: **Cert Under**  
License Number: **CUC1224114**  
Status: **Current, Active**  
Licensure Date: **09/01/2005**  
Expires: **08/31/2020**

Special Qualifications **Qualification Effective**  
**Construction Business 09/01/2005**

### Alternate Names

### View Related License Information

### View License Complaint

**2601 Blair Stone Road, Tallahassee FL 32399** :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.



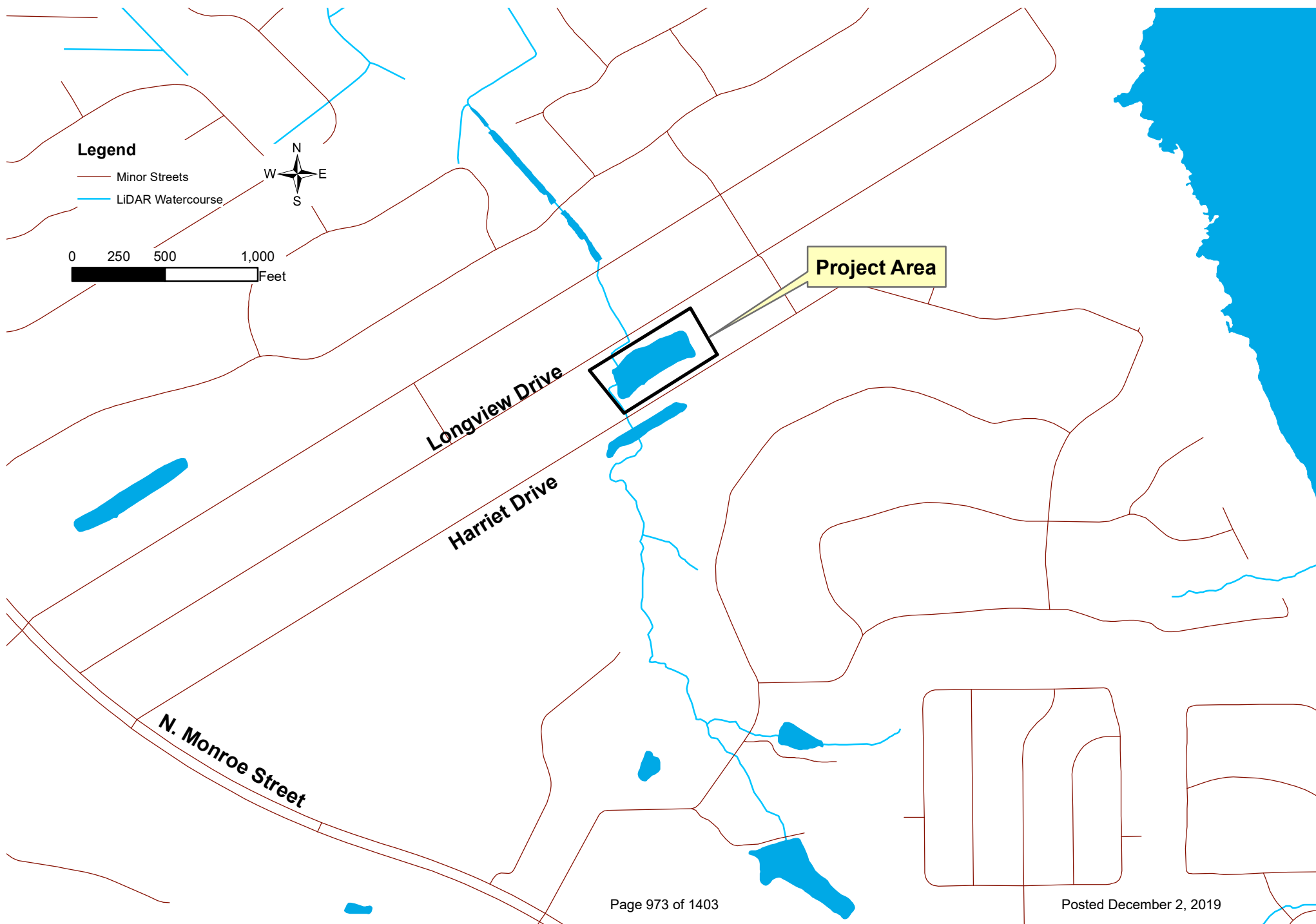
## Cement Pressure Grout Experience- FDOT Standard Specification 105-8

File No.	Grout Tech/ Crew Leader	Project Name	Client	Contact	Phone	Date Start/ Complete	Days Worked	Injection Points	Casing Installed (#1)	Grout Pumped (Yd.3)
14-300	Kirk Davis	Calayal Isle, Access Road, Sinkhole Remediation #26	Cur's Construction	Waller Lawson	(386) 756-1935	10/10-22/14	9	17	898	200
14-350	Kirk Davis	Calayal Isle, Access Road, Sinkhole Remediation #27	Cur's Construction	Waller Lawson	(386) 756-1935	10/6-10/6/14	3	9	401	121
14-360	Kirk Davis	Calayal Isle, Access Road, Sinkhole Remediation #28	Cur's Construction	Waller Lawson	(386) 756-1935	9/15-10/3/14	6	9	354	120
14-357	Kirk Davis	Calayal Isle, Access Road, Sinkhole Remediation #20	Cur's Construction	Waller Lawson	(386) 756-1935	10/27-11/14/14	16	55	1591	542
14-467	Kirk Davis	Calayal Isle, Access Road, Sinkhole Remediation #20	Cur's Construction	Waller Lawson	(386) 756-1935	12/5-8/14	2	5	188	41
14-421	Kirk Davis	Calayal Isle, Access Road, Sinkhole Remediation #29	Cur's Construction	Waller Lawson	(386) 756-1935	12/2-4/14	3	5	200	80
15-330	Kirk Davis	Sysco South Redistribution Center	Sysco South Redistribution	Bill Griffin	386-418-8600	7/20 - 7/28/15	5	19	309 00	141
15-556	Kirk Davis	Pars Construction	Pars Construction	Azad Campbell	9048428114	1/17-1/25-2016	7	56	728 00	31
15-570	Kirk Davis	CR 361 Bike Path	CV Roberts	David Gregg	850-385-5060	2/22-2/24/16	3	15	332 00	58 85
16-166	Kirk Davis	Well Sinkhole Remediation	Well Done Pump Services	Todd McNeal	352-843-0958	3/14-3/17/16	4	1	102 00	42 11
16-245	Kirk Davis	Basketball Court Repair	Manon County Board of Co	Rainbow Lakes Estates	352-438-2650	5/8-5/23/16	9	25	1005 00	315
16-275	Kirk Davis	Gilchrist County	Gilchrist County	Sinkhole Repair	352-483-3197	6/22-7/7/16	12	15	531 00	103 42
16-471	Kirk Davis	Head Start Facility	East Coast Migrate	John Menditto	202-791-0995	8/10-8/20/16	6	11	870 00	175
16-488	Kirk Davis	Cement Pressure Grout pipe aband	JB Conwell	Eddie Greene	904-786-1120	8/17/2016	1	1	0 00	1 5
16-279	Kirk Davis	SR 93/75 North Bound	Preferred Materials	Jason Johns	904-288-8300	8/29-10/18/16	28	22	2167 00	209 81
14-510	Kirk Davis	DBI Services SR 93/75 N Bound	DBI Services	Tom Cushman	(386) 623-0230	1/5/15-3/10/15	36	23	3338 00	370 46
16-245	Kirk Davis	Old CC office	Manon Co. Board of CC	Richard McClean	352-572-9191	5/9/17-5/23/17	9	25	1138 00	284 27
17-214	Kirk Davis	SR 145, Mile Post 19.5, FIN 410218-1-72-44	Broadspectrum	Russ Flowers	850-973-7078	3/27/17-3/28/17	2	9	188 50	9 8
17-189	Kirk Davis	FDOT SR 40	FDOT	Karen Webster Cindy Dunt	352-493-6075	4/20/17-5-5-17	11	52	1425 00	78 44
17-087	Kirk Davis	Alstate Construction Farm	Alstate Construction	Brian Marconnet	850-528-2697	1/30/17-5/12/17	21	60	1092 00	93 97
17-340	Kirk Davis	Dollar General Hwy 27	Dollar General	Megan Keith	815-855-4851	5/15/17-5/23/17	7	27	245 00	135 88
17-125	Kirk Davis	Alachua County Public Works CR238	Alachua County Public Works	Tom Strum	352-548-1223	3/7/17-3/9/17	3	8	240 00	12 07
17-520	Kirk Davis	FDOT US 19	FDOT	Karen Webster Cindy Dunt	352-493-6075	8/7/17-8/11-17	5	16	378 00	42 02
17-242	Kirk Davis	Rene Lebrun	Rene Lebrun	Rene Lebrun	386-985-8882	7/17/17-8/3/17	12	21	518 00	51 5
17-707	Kirk Davis	Veggo Family Stable	Veggo Family Stable	Ed Perry	352-268-0483	10/31-11/3/17	4	4	170 00	120
17-858	Kirk Davis	Cement Pressure Grout SR93/75	Preferred Materials	Joe Donaruma	352-378-8171	10/17-11/16/17	8	38	1187 00	226
17-864	Kirk Davis	Cement Pressure Grout SR 30/US 19	FDOT	Cynthia Nelson	352-275-6082	10/21/17-11/21/17	13	66	1543 00	256 5
17-687	Kirk Davis	Town of Brantford WWTP	SGS Contracting services	Scott Simmons	352-745-8950	12/4-12/13/18	8	30	973 00	121 23
18-098	Kirk Davis	FDOT SR 26 @ CR337	FDOT	Tim Whitely	(352) 443-9291	2/26-3/14/18	13	33	986 00	119 93
18-238	Kirk Davis	FDOT SR 349 E2Y20	FDOT	Janet Jones	850-838-5634	4/4-4/9-18	4	26	577 00	59 85
18-494	Kirk Davis	Sleepchase Warehouse sinkhole	Andrews Paving	Jon	386-482-1115	8/6/2018	1	7	78 00	3 72
17-776	Kirk Davis	McDonalds/Family Dollar Retention	Tustin Redhall	Julie Georgiou	925-200-8246	2/8-4/4/18	19	59	738 00	22 46
18-112	Kirk Davis	Duke Energy Solar Power Farm	Narencio	Mark Caddell	904-521-3997	5/9/2018	18	40	1617 00	242 86
18-190	Kirk Davis	UF Harn Museum Uned Pond Repair	USI	Hal Ebling	352-494-7777	3/19-3/26/18	5	13	438 00	48
18-480	Kirk Davis	Cement Pressure Grouting @ Stuart Pepper Middle	Champion Water Proofing	Luke Haire	502-541-8788	7/8-8/1/18	23	211	5063 00	336 61
18-641	Kirk Davis	Cement Pressure Grout US 98/19	Roy Jorgensen	Mike James	352-302-1949	9/17-9/21/18	5	23	663 00	58 82
18-078	Kirk Davis	Cement Pressure Grout @ UF Park & Rose @ Saxon Blvd	Utility Services of Ovile	DBB	352-494-7777	1/28/18-1/31/18	4	8	315 00	58 47
18-104	Kirk Davis	FIN441070-1-52-01	P&S Paving	Brian Davidson	386-258-7911	2/4-2/8/19	5	8	485 00	129 124
18-741	Kirk Davis	Cement Grout @ Duke En	Central Maint and welding	Chris Loyce	352-795-2917	10-24-10-30	4	2		1041
18-871	Kirk Davis	Cheffland High School Cement Pressure Grout	School board of Levy County	Kalee Wade	352-486-8231	12/27/18-2/13/19	21	68	1028 00	136 6

# Harbinwood Estates SWMF Sinkhole Repair Project

Attachment # 2

Page 1 of 1



**BID TABULATION SHEET**  
**BC-10-31-19-09**

**Bid Title: Harbinwood Estates SWMF Sinkhole Repair Project**

**Opening Date: Tuesday, November 5, 2019 at 2:00 PM**

Item/Vendor	Peavy & Son	Dowdy	Allen's Excavation
Response Sheet with Manual Signature	✓	✓	✓
Affidavit Immigration	✓	✓	✓
Insurance Certification Form	✓	✓	✓
Contractor's Business Information/Applicable Licenses/Registrations	✓	✓	✓
Equal Opportunity and Affirmative Action	✓	✓	✓
MWSBE	✓	✓	✓
Local Vendor Certification	✓	✓	✓
Non-Collusion Affidavit	✓	✓	✓
Certification/Debarment	✓	✓	✓
Identical Tie Bid	✓	✓	✓
Addendum (2)	✓✓	✓✓	✓✓
E-Verify	✓	✓	✓
Bid Bond	✓	✓	✓
Pricing	\$ 486,070.00	\$ 385,000.00	\$ 297,000.00

**RECEIVED**  
 2019 NOV - 5 AM 2:01  
 PURCHASING DIVISION  
 LEON COUNTY

Tabulated By:

*U. B. Hooley*



***Inter-Office Memorandum***

Date: November 5, 2019

To: Teresa Heiker  
Engineering Services Real Estate

From: Darryl Jones, Deputy Director  
Minority, Women, & Small Business Enterprise (MWSBE) - Office of Economic Vitality

Subject: Harbinwood Estates SWMF Sinkhole Repair Project - BID (BC-10-31-19-09)

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans of three bid respondents to determine if the 17% MBE and 9% WBE Aspirational Targets for Construction Subcontracting were achieved for the Harbinwood Estates SWMF Sinkhole Repair Project.

The submitted MWBE Participation Plans for each bidder are as follows:

**Allen's Excavation, Inc.** met the MWBE Aspirational Targets for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **Allen's Excavation, Inc.** intends to utilize on this project.

<b>Total Bid Amount</b>		<b>\$297,000</b>			
<b>Name of MWBE</b>	<b>Race/Gender</b>	<b>Certifying Agency</b>	<b>Goods &amp; Services</b>	<b>MWBE Dollars</b>	<b>MWBE Utilization Percentage</b>
<b>Anchor Group</b>	African American Male	Tallahassee-Leon County OEV	Flowable Fill Grouting-Piping	\$50,490	17%
Hale Contracting	Non-Minority Female	Tallahassee-Leon County OEV	MOT/Road way Repair Striping	\$21,730	7%
Poole Engineering	Non-Minority Female	Tallahassee-Leon County OEV	Survey & Asbuilts	\$5,000	2%
<b>Total MWBE Dollars</b>					<b>\$77,220</b>
<b>Total MWBE Utilization Percentage</b>					<b>26%</b>

**Dowdy Corporation** met the MWBE Aspirational Targets for Construction Subcontracting; therefore, the Good Faith Effort Form is not required. The MWBE firms listed below are the firms **Dowdy Corporation** intends to utilize on this project.

Total Bid Amount		\$385,000			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
RJW Construction, Inc.	African American Male	Tallahassee-Leon County OEV	Dewatering, Non-Excavatable Flowable Fill, Earthwork/Fill	\$65,450	17%
Hale Contracting	Non-Minority Female	Tallahassee-Leon County OEV	Site Work Trucking	\$27,150	7%
Poole Engineering & Surveying, Inc.	Non-Minority Female	Tallahassee-Leon County OEV	Layout and Asbuilts	\$7,500	2%
Total MWBE Dollars					\$100,100
Total MWBE Utilization Percentage					26%

**Peavy & Son Construction Co., Inc.** did not meet the MWBE Aspirational Targets for Construction Subcontracting; and the Good Faith Effort Form was completed but no supporting documentation provided. *If Peavy & Son Construction Co. Inc. is selected, staff is recommending that Peavy & Son Construction Co. Inc. continue its Good Faith Efforts to increase their MWBE participation.* The WBE firms listed below are the firms **Peavy & Son Construction Co., Inc.** intends to utilize on this project.

Total Bid Amount		\$486,070			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Hale Contracting	Non-Minority Female	Tallahassee-Leon County OEV	Trucking	\$15,000	3%
Delacy Farm Sod	Non-Minority Female	Tallahassee-Leon County OEV	Grassing	\$2,000	.4%
Total MWBE Dollars					\$17,000
Total MWBE Utilization Percentage					3.4%

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #30**

# Leon County Board of County Commissioners

## Agenda Item #30

December 10, 2019

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

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

**Title:** Bid Award for Renovations to the First Floor of the Leon County Government Annex for the Office of Economic Vitality

<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>	Shelly W. Kelley, Purchasing Director

### **Statement of Issue:**

This item seeks Board approval to award the bid to RAM Construction and Development, LLC, in the amount of \$440,000 for renovations to the First Floor of the Leon County Government Annex for the Office of Economic Vitality.

### **Fiscal Impact:**

This item has a fiscal impact. An initial \$440,000, will be required of the County for tenant improvements, which will then be reimbursed by Blueprint to the County through the form of additional rent to be paid in equal monthly installments during the remaining term of the Lease Agreement. Construction funds are currently available in the Leon County Government Annex CIP.

### **Staff Recommendation:**

Option #1: Approve the bid award to RAM Construction and Development, LLC, in the amount of \$440,000 for renovations to the First Floor of the Leon County Government Annex for the Office of Economic Vitality, and authorize the County Administrator to execute the Agreement in a form approved by the County Attorney (Attachment #1).



## **Report and Discussion**

### **Background:**

This agenda item seeks Board approval to award the bid to RAM Construction and Development, LLC, in the amount of \$440,000 for renovations to the 1<sup>st</sup> Floor of the Leon County Government Annex. The space improvements will be paid back from Blueprint over the term of the lease.

At the April 23, 2019 meeting, the Board approved a Resolution of Intent to Lease Space at the Leon County Government Annex to the Blueprint Intergovernmental Agency for space needs of the Office of Economic Vitality. This 4,362 square foot office suite, located on the first floor of the Annex, was previously occupied by the Supervisor of Elections. Based on this action, Blueprint engaged an architect for design and construction plans. The project entails a redesign of the existing space including collaborative work areas, a conference room, twelve offices, a breakroom and the installation of related mechanical equipment. County Architect and Facilities Management reviewed the design and found that it meets Leon County standards.

### **Analysis:**

An Invitation to Bid (ITB) for the Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations, BC-10-31-19-02, was advertised locally and through Procurement Connect on October 7, 2019. A total of 387 were notified via the internet, and 38 vendors were recognized as plan holders. The bid opening was held on November 7, 2019, and the County received five bids: Council Contracting, Inc.; Mills & McKinnon Contracting; Inc., Oliver Sperry Renovation and Construction, Inc.; RAM Construction & Development, LLC; and Tip Top Construction, Inc. (Attachment #1). The lowest responsive bidder is RAM Construction with a bid of \$440,000. The second lowest bid was \$473,321, a difference of \$33,321.

The Minority, Women and Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans submitted by the bidders, to determine if the 17% MBE and 9% WBE aspirational targets were achieved for this project. Based on its proposal, RAM Construction & Development, LLC committed to 3.5% MWBE participation. The MWSBE Division noted that RAM Construction & Development, LLC provided a satisfactory Good Faith Effort form and supporting documentation which fulfills the bidding requirement (Attachment #3). Ram Construction & Development contacted 16 firms for subcontracting opportunities relative to painting, demolition, HVAC, flooring, electrical, drywall, and other miscellaneous services. Two of the firms contacted provided a bid response. If awarded the bid, the Office of Economic Vitality will work with RAM Construction to increase MWBE utilization for these subcontracting opportunities by identifying available firms prior to the renovation.

This item recommends approval of the bid award to RAM Construction & Development, LLC and requests authorization for the County Administrator to execute the Agreement (Attachment #1).

**Options:**

1. Approve the bid award to RAM Construction and Development, LLC, in the amount of \$440,000 for renovations to the First Floor of the Leon County Government Annex for the Office of Economic Vitality and authorize the County Administrator to execute the Agreement in a form approved by the County Attorney (Attachment #1).
2. Do not approve the bid award to RAM Construction and Development, LLC, for renovations to the First Floor of the Leon County Government Annex for the Office of Economic Vitality.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Draft Agreement
2. Bid Tabulation Sheet
3. MWSBE Analysis

## AGREEMENT

THIS AGREEMENT, by and between LEON COUNTY, FLORIDA, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the ("County") and RAM Construction and Development, LLC, hereinafter referred to as the ("Contractor"), both collectively referred to as (the "Parties") is entered into as of the date of last signature below. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. SERVICES TO BE PROVIDED

The Contractor agrees to provide to the County the following services related to the Leon County Government Annex, 1<sup>st</sup> Floor Renovations in accordance with: 1) Solicitation # BC-10-31-19-02 which is attached hereto and incorporated herein as Exhibit A, to the extent that it is not inconsistent with this Agreement; and 2) the Contractor's bid submission, attached to this Agreement as Exhibit B, to the extent that it is not inconsistent with this Agreement or with any of its exhibits.

### 2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

The County reserves the right to negotiate with the Contractor for any related products or services not specifically stated in this contract or attached solicitation.

### 3. TIME AND LIQUIDATED DAMAGES

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within one hundred-forty (140) consecutive calendar days of the Notice to Proceed to final completion. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$500.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the Agreement time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the Agreement.

### 4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County for a total sum of \$440,000.00 on completion of the work and acceptance as satisfactory.

5. PAYMENTS

The County shall make payments to the Contractor within forty-five (45) days of submission and approval of invoice for services.

6. PROMPT PAYMENT INFORMATION REQUIREMENTS

A. The County Project Manager is:

Name: Michael Battle  
Physical Address: Leon County Courthouse  
Street Address: 301 S. Monroe Street  
City, State, Zip Code: Tallahassee, Florida 32301  
Telephone: 850-606-5100  
E-mail: battlem@leoncountyfl.gov

B. The Contractor's Project Manager is:

Name: Robert Annin  
Street Address: 20 RAM Boulevard  
City, State, Zip Code: Midway, Florida 32343  
Telephone: 850-671-7267  
E-mail: info@ramflorida.com

C. Notices to the Contractor are to be submitted to:

Name: Robert Annin  
Street Address: 20 RAM Boulevard  
City, State, Zip Code: Midway, Florida 32343  
Telephone: 850-671-7267  
E-mail: info@ramflorida.com

D. Invoices are to be submitted to:

Name: Michael Battle  
Physical Address: Leon County Courthouse  
Street Address: 301 S. Monroe Street  
City, State, Zip Code: Tallahassee, Florida 32301  
Telephone: 850-606-5100  
E-mail: battlem@leoncountyfl.gov

E. Proper form for an invoice is:

A numbered invoice document with date of invoice; reference of the County purchase order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number. The invoice must be properly addressed to the Division listed on the County purchase order and delivered to that address. Delivery to another County address will void the invoice.

- F. Payment Dispute Resolution: Section 14.1 of the Leon County Purchasing Policy details the policy and procedures for payment disputes under the Agreement.

7. STATUS

The Contractor at all times relevant to this Agreement shall be an independent Contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

- A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- 1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- 3) Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

- B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

- 1) General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
  - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
  - b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by

the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

2) All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

#### 9. PERMITS

The Contractor shall obtain all necessary permits as required by law to lawfully perform the obligations under this Agreement.

#### 10. LICENSES

The Contractor shall be responsible for obtaining and maintaining any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the Contractor shall be in default as of the date such license is lost.

#### 11. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

#### 12. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND  
Bond No.(enter bond number)

BY THIS BOND, We \_\_\_\_\_, as Principal and \_\_\_\_\_ a \_\_\_\_\_ corporation, as Surety, are bound to \_\_\_\_\_, herein called Owner, in the sum of \$\_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement dated\_\_\_\_\_, between Principal and Owner for construction of \_\_\_\_\_, the Agreement being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Agreement; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the Agreement, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Agreement documents and compliance or noncompliance with any formalities connected with the Agreement or the changes does not affect Surety's obligation under this bond.

DATED on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Name of Principal)

By:

(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

### 13. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees.

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

### 14. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the Contractor's M/WBE Participation Statement included as part of the Contractor's response for this project, see Exhibit B, attached hereto and made a part hereof except when the County Good Faith Committee approves an exception.

The Contractor shall provide a monthly report to the Tallahassee/Leon County Office of Economic Vitality's Minority, Women and Small Business Enterprise Division in a format and manner prescribed by the Division. The report shall, at a minimum, indicate the business name of each certified Minority Business Enterprise or Women Business Enterprise sub-contractor utilized, the amount paid, the type of work performed, the appropriate invoice date, and the payment date to the Division.

Should Contractor's sub-contractor utilization fall below the level required in this Agreement or should Contractor substitute MWBE sub-contractors without prior written approval of the Division, the Contractor may be in breach of the Agreement. Contractors found in breach of their Agreement with the County may be suspended from bidding on and/or participation in any future County projects for up to three (3) years as provided in Part B, Section 1 of the Purchasing and Minority, Women, and Small Business Enterprise Policy 96-1.

Any change in the subcontractor utilization as listed on the participation plan (Exhibit B), must be approved by the MWSBE Division. Should the Contractor determine that the MWBE named in their participation plan submittal is unavailable or cannot perform the work, the Contractor shall request a change order. Such change order must be submitted to the MWSBE Division in writing at 315 S. Calhoun Street, Suite 450, Tallahassee, Florida 32301 or by email to Darryl Jones, Deputy Director at [DJones@oevforbusiness.org](mailto:DJones@oevforbusiness.org), LaTanya Raffington at [lraffington@oevforbusiness.org](mailto:lraffington@oevforbusiness.org), or Shanea Wilks at [swilks@oevforbusiness.org](mailto:swilks@oevforbusiness.org).

### 15. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.



- B. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- C. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- E. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**LEON COUNTY PURCHASING DIVISION  
ATTN: SHELLY KELLEY, PURCHASING DIRECTOR  
1800-3 N. BLAIRSTONE ROAD  
TALLAHASSEE, FLORIDA 32308  
PHONE: 850-606-1600  
EMAIL: KELLEYS@LEONCOUNTYFL.GOV**

16. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

17. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

18. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

19. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County.

20. EMPLOYMENT ELIGIBILITY VERIFICATION

- A. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this Agreement/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "'Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- B. Contractor further agrees that it will require each subcontractor that performs work under this Agreement to enroll and participate in the E-Verify Program within sixty days of the effective date of this Agreement/amendment/extension or within sixty days of the effective date of the Agreement between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
- C. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
  - 1) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.

- 2) Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this Agreement or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- D. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- E. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of the Agreement.

#### 21. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

#### 22. DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the County for direct, indirect, consequential, impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County or its agents. Otherwise, the Contractor shall be entitled only to extensions of the Agreement time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

#### 23. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

#### 24. VENUE

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

#### 25. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

26. CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

27. ORDER OF PRECEDENCE

- A. Agreement
- B. Exhibit A
- C. Exhibit B

ATTACHMENTS

Exhibit A – Solicitation Document #BC-09-05-19-36

Exhibit B – Vendor’s Response to Solicitation #BC-09-05-19-36

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

**LEON COUNTY, FLORIDA**

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

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

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

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

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

Approved as to Form:  
Leon County Attorney's Office

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

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

**RAM CONSTRUCTION & DEVELOPMENT, LLC**

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

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

Title: \_\_\_\_\_

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



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyfl.gov

Attachment #1  
Purchasing Division Page 12 of 243  
1800-3 Blairstone Road  
Tallahassee, Florida 32308  
(850) 606-1600

Commissioners

October 28, 2019

JIMBO JACKSON  
District 2  
Chairman

BRYAN DESLOGE  
District 4  
Vice Chairman

BILL PROCTOR  
District 1

RICK MINOR  
District 3

KRISTIN DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

NICK MADDOX  
At-Large

VINCENT S. LONG  
County Administrator

HERBERT W.A. THIELE  
County Attorney

RE: ITB Title: Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations  
Bid No: BC-10-31-19-02  
Opening Date: November 7, 2019 at 2:00 PM

### ADDENDUM #1

Dear Vendor:

This letter serves as Addendum #2 for the above referenced project. The following shall be added to the bid specifications:

1. Attachment A, 100% Plan Set, printable to 24 X 36 size has been uploaded to the Leon County website in two locations:
  - Supplemental Solicitation Documents at the following web address:  
<https://cms.leoncountyfl.gov/Home/Departments/Office-of-Financial-Stewardship/Purchasing/Supplemental-Solicitation-Documents>
  - ProcurementConnect at the following web address:  
<http://www.leoncountyfl.gov/procurementconnect/>.
2. Section I., E., Schedule of Events, is hereby revised to change the Bid Submission Due Date to Thursday, November 7, 2019 at 2:00 PM.
3. Section I., GENERAL CONDITIONS, is hereby revised to add the following:

BB. BID GUARANTEE

Bids shall be accompanied by a 5% bid guarantee which shall be a Bid Bond, Certified or Cashier's Check or Bank Draft (no cash, company, or personal checks will be accepted), made payable to the Board of County Commissioners, Leon County, Florida. Such check, bank draft, or bond shall be submitted with the understanding that the bonds will be held until award of bid.

The County reserves the right to hold the Bid Guarantee until after a contract has been entered into or a purchase order has been executed. The accepted Bidders bid bond will be held until execution of this contract and may be forfeited due to non- performance.

The check or bond shall be submitted with the understanding that it shall guarantee that the Bidder will not withdraw his bid for a period of 90 days after the scheduled closing time for the receipt of bids. It shall also guarantee that the successful bidder will enter into a contract within ten (10) days after he has received notice of acceptance of his bid. In the event of withdrawal of bid, or

failure to enter into and fully execute the contract within ten (10) days the contractor may be deemed in to be in default. In such an event, the contractor shall be liable to the County for the full amount of the default.

4. The following changes have been made to the Specifications and Drawing Sheets. Please replace Specifications Sections 06000 and Drawing Sheets A000 and A101 with the attached revised pages.

Specifications, Sections # 028100 & 064000

- Section 028100 Asbestos and Lead Abatement has been removed.
- Section 064000 Architectural Woodwork has been modified. Reference to epoxy countertops has been removed and Quartz countertop has been added.

Drawings, Sheet #A000

- Paint P5 Idea Paint has been added to the Finish Schedule. See Sheet A000 for location.
- Renovation Note R20 has been applied to Drawing Office Storefront Elevation.

Drawings, Sheet #A101 Renovation Plan

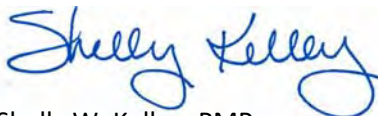
- For Renovation Note R11, reference to plumbing drawings has been removed and the sink model number has been added to the note.
- Renovation Note R20 has been added.

5. Questions submitted by vendors are answered in the attachment to this addendum for your consideration.

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at 850-606-1600.

Sincerely,



Shelly W. Kelley, PMP  
Purchasing Director

**Answers to Vendor Submitted Questions  
RFP# BC-10-31-19-02**

**Question #1:** Per Specification 06400-2.3/B. Cabinets are AWI 400, 400B "Premium Grade" Standard European styled construction with 4" Wire Pulls. However the cabinet sections illustrate face-frame base cabinets with beveled door finger pulls. Are we to price casework based off specification 06400 or the cabinet sections on A500? Pricing by the cabinet sections on A500 will cost more.

**Answer:** Pricing to be based from sheet A500. See updated Specification 064000.

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**Question #2:** Specification 06400-1.2/B-2 list tops to be Epoxy with no reference to plastic laminate tops. Cabinet sections on A500 shows all tops to be Plastic Laminate except Conference Rm#03 to be Quartz (3/A500). Is this correct?

**Answer:** All cabinet tops other than in Conference Room 03 are to be plastic laminate. Conference Room 03 is to be quartz. See updated Specification 064000.

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**Question #3:** Please confirm that the top in Break Rm#01 is to be plastic laminate?. The top description is not listed on the elevation like the other elevations on A600, so just wanted to make sure the top is to be plam?

**Answer:** The base cabinet top in Break Room 01 is to be plastic laminate.

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**Question #4:** Please confirm that the cabinet interiors are to be White Melamine, including interior shelves?

**Answer:** Cabinet interiors, including shelving to be white melamine.

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**Question #5:** Will the county pay for building permit?

**Answer:** MLD Architects will pay for the building permit, which will be reimbursed by Leon County.

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**Question #6:** What are the work hours?

**Answer:** Work hours may be determined with Facilities. Demo will need to take place after normal working hours (8-5), final construction anytime. However, if the noise level gets to be too much for the other building occupants, work will need to be moved to after hours.

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**Question #7:** Will there be a dumpster parking available & where?

**Answer:** Space for dumpster parking will be made available during construction. At this time, the County is working on locating space for the dumpster.

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**Question #8:** Will workers need to be have background clearance to work at site?

**Answer:** Yes. Vendors will utilize the Background Check Authorization Form, attached to this addendum. These forms must be completed for each Contractor employee and submitted to the Leon County Contract Manager prior to beginning work.

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**Question #9:** How many parking spaces are provided?

**Answer:** At this time, there are not any parking spaces provided. The Contractor may park on the street, along the entrance to the parking deck, and/or some spaces in the Gadsden street lot may be negotiated.

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**Question #10:** What is projected start & finish dates (time frame) from notice to proceed?

**Answer:** The start date will be 120 days from notice to proceed which will be issued once the building permits have been approved.

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**Question #11:** Will full time supervision (superintendent) be required?

**Answer:** Yes.

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**Question #12:** Will payments be made monthly with monthly pay requests?

**Answer:** Yes.

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**Question #13:** Will a bid bond be required?

**Answer:** Yes. Please see item #3 above in this Addendum.

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**Question #14:** Please clarify on counter tops? Elevations show P-Lam, sections show some quartz, specs have epoxy.

**Answer:** All cabinet tops other than in Conference Room 03 are to be plastic laminate. Conference Room 03 is to be quartz. See updated Specification 064000.

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**Question #15:** In the renovation notes it says to see the plumbing drawings - what page are these on?

**Answer:** Sheet A101 has been amended, there are no plumbing drawings.

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**Question #16:** HVAC: There is a plenum return grill with 1" liner details show on sheet M501. Does this detail apply to only new return grill, or existing as well?

**Answer:** The return air grille only applies to the new grilles.

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**Question #17:** Who handles existing Fire Alarm & Mechanical System for the building?

**Answer:** Fire Alarm: Redwire/Sonitrol; Mechanical: Johnson

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**Question #18:** Is there asbestos in the building?

**Answer:** There are no asbestos survey reports for the area of work. We do not anticipate asbestos in the area of work.

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**Question #19:** Will any employees remain in/near site during construction (currently in "Expansion Space")

**Answer:** Contractor to coordinate with client (Office of Economic Vitality) days/times employees may use the "Expansion Space".

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## BACKGROUND CHECK AUTHORIZATION FORM

(This form is to be filled by the individual whose background is to be checked)

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_ Last Name \_\_\_\_\_

Other name(s) that may have been used in the past \_\_\_\_\_

Gender \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Race \_\_\_\_\_

I hereby give permission to **Leon County Board of County Commissioners/Facilities Management** to run a background check on the information provided in this form.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## SECTION 06 40 00 - ARCHITECTURAL WOODWORK

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

#### 1.2 DESCRIPTION OF WORK:

- A. Extent of each type of architectural woodwork is indicated on drawings and in schedules.
- B. Types of architectural woodwork include the following:
  - 1. Architectural laminate clad cabinets.
  - 2. Countertops.

#### 1.3 QUALITY ASSURANCE:

- A. AWI Quality Standard: Comply with applicable requirements of "Architectural Woodwork Quality Standards" published by the Architectural Woodwork Institute (AWI), except as otherwise indicated.
- B. Quartz ASTM References: C-97, C-99, C-170, C-370, C-501, C-482, C-484, C-531, C-648, C-1026, E-84, E-662.
- C. Quartz ANSI References: ANSI Z124.6, A137.1.
- D. Installer Qualifications: Arrange for installation of architectural woodwork and countertops by a firm which can demonstrate successful experience in installing architectural woodwork and countertops items similar in type and quality to those required for this project.

#### 1.4 SUBMITTALS:

- A. Quality Certification: Submit woodwork Manufacturer's (Fabricator's) certification, stating that fabricated woodwork complies with quality grades and other requirements indicated.
- B. Shop Drawings: Submit shop drawings showing location of each item, dimensioned plans and elevations, large scale details, attachment devices and other components. Show edge details, locations and sizes of cutouts and holes for plumbing fixtures, faucets, and other items installed in solid surface.
- C. Samples:
  - 1. Plastic laminate, for each type, color, pattern and surface finish.
  - 2. Quartz, for each type, color, pattern and surface finish; min. 6 inch x 6 inch sample in specified finish.

1.5 DELIVERY, STORAGE, AND HANDLING:

- A. Protect woodwork during transit, delivery, storage and handling to prevent damage, soiling and deterioration.
- B. Do not deliver woodwork, until painting, wet work, grinding and similar operations which could damage, soil or deteriorate woodwork have been completed in installation areas. If, due to unforeseen circumstances, woodwork must be stored in other than installation areas, store only in areas meeting requirements specified for installation areas.
- C. Store quartz surfaces in racks near vertical position. Prevent warpage and breakage. Store inside away from direct exposure to sunlight.

1.6 PROJECT CONDITIONS:

- A. Conditioning: Woodwork Manufacturer and Installer shall advise Contractor of temperature and humidity requirements for woodwork installation and storage areas. Do not install woodwork until required temperature and relative humidity have been stabilized and will be maintained in installation areas.
- B. Maintain temperature and humidity in installation area as required to maintain moisture content of installed woodwork within a 1.0 percent tolerance of optimum moisture content, from date of installation through remainder of construction period. Require Woodwork Manufacturer to establish optimum moisture content and required temperature and humidity conditions.

1.7 WARRANTY:

- A. Provide manufacturer's warranty against defects in materials for plastic laminate and solid surface materials.
  - 1. Warranty shall provide material and labor to repair or replace defective materials.
  - 2. Damage caused by physical or chemical abuse or damage from excessive heat will not be warranted.
- B. Manufacturer's warranty period:
  - 1. Plastic Laminate: one year from date of substantial completion.
  - 2. Quartz: manufacturer's lifetime warranty.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Plastic Laminate Manufacturers: Subject to compliance with requirements, manufacturers offering high pressure decorative laminates which may be incorporated in the work include the following:
  - 1. Wilsonart
  - 2. Nevemar
  - 3. Formica
  - 4. Pionite

- B. Quartz Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Cambria
  - 2. Silestone
  - 3. Caesarstone
  - 4. Corian

## 2.2 FABRICATION, GENERAL:

- A. Wood Moisture Content: Comply with requirements of referenced quality standard for moisture content of lumber at time of fabrication and for relative humidity conditions in the installation areas.
- B. Fabricate woodwork to dimensions, profiles, and details indicated with openings and mortises precut, where possible, to receive hardware and other items and work.
  - 1. Ease edges to a 1/16" radius, for corners of cabinets and edges of solid wood (lumber) members less than 1" in nominal thickness, 1/8" radius for edges of rails and similar members over 1" in nominal thickness.
- C. Complete fabrication, assembly, finishing, hardware application, and other work before shipment to project site to maximum extent possible. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
- D. Pre-Cut Openings: Fabricate architectural woodwork with pre-cut openings, where possible, to receive hardware, appliances, plumbing fixtures, electrical work and similar items. Locate openings accurately and use templates or roughing-in diagrams for proper size and shape. Smooth edges of cutoffs and, where located in countertops and similar exposures seal edges of cutouts with a water-resistant coating.
- E. Measurements: Before proceeding with fabrication of woodwork required to be fitted to other construction, obtain field measurements and verify dimensions and shop drawing details as required for accurate fit.

## 2.3 ARCHITECTURAL CABINETS, LAMINATE CLAD:

- A. Quality Standard: Comply with AWI Section 400 and its Division 400B.
- B. Laminate Clad Cabinets: Comply with the following requirements:
  - 1. Grade: Premium.
  - 2. Type of Cabinet Construction: Face-Frame, Beveled Integrated Pulls Construction
  - 3. Laminate Cladding: High pressure decorative laminate complying with NEMA LD 3 and as follows:
    - a. Colors, Patterns and Finishes: As selected by Owner/Architect
    - b. Laminate Grade for Exposed Surfaces: Provide laminate cladding complying with the following requirements for type of surface and grade.
      - 1). Horizontal Surfaces Other Than Tops: GP-50 (0.050" nominal thickness).

- 2). Postformed Surfaces: PF-42 (0.042" nominal thickness).
- 3). Vertical Surfaces: GP-50 (0.050" nominal thickness).
- 4). Edges: GP-50 (0.050" nominal thickness).
- 5). Semi-Exposed Surfaces: Provide surface materials indicated below:
- 6). Woodworker's standard low pressure laminate.

## 2.4 CABINET HARDWARE AND ACCESSORY MATERIALS:

- A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets, except for items which are specified in Division-8 section "Finish Hardware".
- B. Hardware Standard: Comply with ANSI/BHMA A156.9 "American National Standard for Cabinet Hardware" for items indicated by reference to BHMA numbers or referenced to this standard.
- C. Hardware Finishes: Comply with BHMA 1301 for finishes indicated by BHMA Code Numbers or if not otherwise indicated, provide finishes complying with requirements indicated below:
  1. For exposed hardware comply with requirements indicated for finish and base indicated by BHMA Code Number below.
    - a. "Satin Chrome"
  2. For concealed hardware provide manufacturer's standard finish which complies with product class requirements of ANSI/BHMA A156.9.
- D. Adjustable Shelf Brackets: K & V 2562C flush mounted standards with #256 shelf support clips (nickel finish).
- E. Adjustable Shelf Brackets (wall mounted): K & V 87ANO Standards and 187 Bracket with 210, 211 and 212 shelf rests with 129 rubber cushion.
- F. Drawer Guides: K & V 1600-21 extension self closing drawer slide.
- G. Concealed Hinges: Grass 3703; 110 degree opening, full overlay. One pair for doors up to 48" in height; 1-1/2 pair for higher doors.
- H. Pulls: Beveled integrated pulls.
- I. Locks: Timberline Lock Limited, C8280, with LP 100 lock cylinder.
- J. Magnetic Catches: All doors - EPCO #592 with BHMA Code 613 (Oil Rubbed Bronze) finish (US 10B).
- K. Shelf Supports: Allen Field 55011, white finish.

## 2.5 LAMINATE CABINET TOPS:

- A. Quality Standard: Comply with applicable 400 and its Division 400C.

- B. Type of Top: High Pressure Decorative Laminate
  - Grade: Premium
  - Laminate Cladding for Horizontal Surface: High pressure decorative laminate complying with NEMA LD 3 and as follows:
    - Colors, Patterns, and Finishes: As indicated selected by Owner/Architect
    - Edge Treatment: As indicated by Owner/Architect

## 2.6 QUARTZ COUNTERTOPS:

- A. Grade: Custom
- B. Material Thickness: 3cm
- C. Colors, Patterns, and Finishes: As indicated selected by Owner/Architect
- D. Fabricate tops in one piece unless otherwise indicated. Comply with quartz manufacturer's written recommendations for adhesives, sealers, fabrication and finishing.

## 2.7 FASTENERS AND ANCHORS:

- A. Screws: Select material, type, size and finish required for each use. Comply with FS FF-S-111 for applicable requirements.
- B. Nails: Select material, type, size and finish required for each use. Comply with FS FF-N-105 for applicable requirements.
  - 1. Provide stainless steel or aluminum nails for exposed exterior woodwork which is to receive transparent finish (if any). Provide any type of non-corrosive nail for other exterior woodwork.
- C. Anchors: Select material, type, size and finish required by each substrate for secure anchorage. Provide non-ferrous metal or hot- dip galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion-resistance. Provide toothed steel or lead expansion bolt devices for drilled-in-place anchors. Furnish inserts and anchors, as required, to be set into concrete or masonry work for subsequent woodwork anchorage.

## PART 3 - EXECUTION

### 3.1 PREPARATION:

- A. Condition woodwork to average prevailing humidity conditions in installation areas prior to installing.
- B. Pre-Installation Meeting: Meet at project site prior to delivery of architectural woodwork and review coordination and environmental controls required for proper installation and ambient conditioning in areas to receive work. Include in meeting the Contractor; Architect and other Owner Representatives (if any); Installers of architectural woodwork, wet work such as plastering, other finishes, painting, mechanical work and electrical work; and firms

or persons responsible for continued operation (whether temporary or permanent) of HVAC system as required to maintain temperature and humidity conditions. Proceed with woodwork installation only when everyone concerned agrees that required ambient conditions can be maintained.

- C. Deliver concrete inserts and similar anchoring devices to be built into substrates, well in advance of time substrates are to be built.
- D. Prior to installation of architectural woodwork, examine shop fabricated work for completion, and complete work as required, including back priming and removal of packing.

### 3.2 INSTALLATION:

- A. Install woodwork plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8" in 8'-0" for plumb and level (including tops); and with no variations in flushness of adjoining surfaces.
- B. Scribe and cut woodwork to fit adjoining work, and refinish cut surfaces or repair damaged finish at cuts.
- C. Anchor woodwork to anchors or blocking built-in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation. Except where prefinished matching fasteners heads are required, use fine finishing nails for exposed nailing, countersunk and filled flush with woodwork, and matching final finish where transparent finish is indicated.
- D. Cabinets: Install without distortion so that doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete the installation of hardware and accessory items as indicated. Maintain veneer sequence matching (if any) of cabinets with transparent finish.

### 3.3 ADJUSTMENT, CLEANING, FINISHING, AND PROTECTION:

- A. Repair damaged and defective woodwork where possible to eliminate defects functionally and visually; where not possible to repair replace woodwork. Adjust joinery for uniform appearance.
- B. Clean, lubricate and adjust hardware.
- C. Clean woodwork on exposed and semi-exposed surfaces. Touch-up shop-applied finishes to restore damaged or soiled areas.
- D. Complete the finishing work specified as work of this section, to whatever extent not completed at shop or prior to installation of woodwork.
- E. Provide final protection and maintain conditions, in a manner acceptable to Fabricator and Installer, which ensures architectural woodwork being without damage or deterioration at



time of final acceptance by Owner.

END OF SECTION 06 40 00

ROOM ID	ROOM NAME	FLOORING	BASE	WALL FINISH				CEILING		REMARKS
				NORTH	SOUTH	EAST	WEST	HEIGHT	FINISH	
01	BREAK	F3	B1	P1	P1	P1	P1	10'-0"	C1 / C2	
02	EXPANSION	EX	EX	EX	EX	EX	EX	EX	EX	
03	CONFERENCE	F1	B1	P1	P1 / P5	P1	P1	11'-5"	C1 / C2 / C3	
04	RECEPTION	F1 / F2	B1	P1	P1	P1	P1	9'-6"	C1 / C2	FINISH NOTE 4
05	COPY	F1	B1	P1	P1	P1	P1	VARIES	C1 / C2	
06	IT	F4	B1	P1	P1	P1	P1	OPEN	---	
07	OPEN OFFICE	F1 / F2	B1	P1 / P5	P1	P1	P1	VARIES	C2 / C4	
08	COLLABORATION	F1 / F2	B1	P1 / P5	P1	P1	P1	VARIES	C2 / C4	
09	OFFICE A	F1	B1	P1	P1	P1	P1	10'-0"	C1 / C2	
10	OFFICE D	F1	B1	P1	P1	P1	P1	9'-0"	C1 / C2	
11	OFFICE B	F1	B1	P1	P1	P1	P1	10'-0"	C1 / C2	
12	OFFICE D	F1	B1	P1	P1	P1	P1	9'-0"	C1 / C2	
13	OFFICE D	F1	B1	P1	P1	P1	P1	9'-0"	C1 / C2	
14	OFFICE D	F1	B1	P1	P1	P1	P1	9'-0"	C1 / C2	
15	OFFICE D	F1	B1	P1	P1	P1	P1	9'-0"	C1 / C2	
16	OFFICE D	F1	B1	P1	P1	P1	P1	9'-0"	C1 / C2	
17	OFFICE D	F1	B1	P1	P1	P1	P1	9'-0"	C1 / C2	
18	OFFICE B	F1	B1	P1	P1	P1	P1	10'-0"	C1 / C2	
19	OFFICE D	F1	B1	P1	P1	P1	P1	9'-0"	C1 / C2	

1

A000

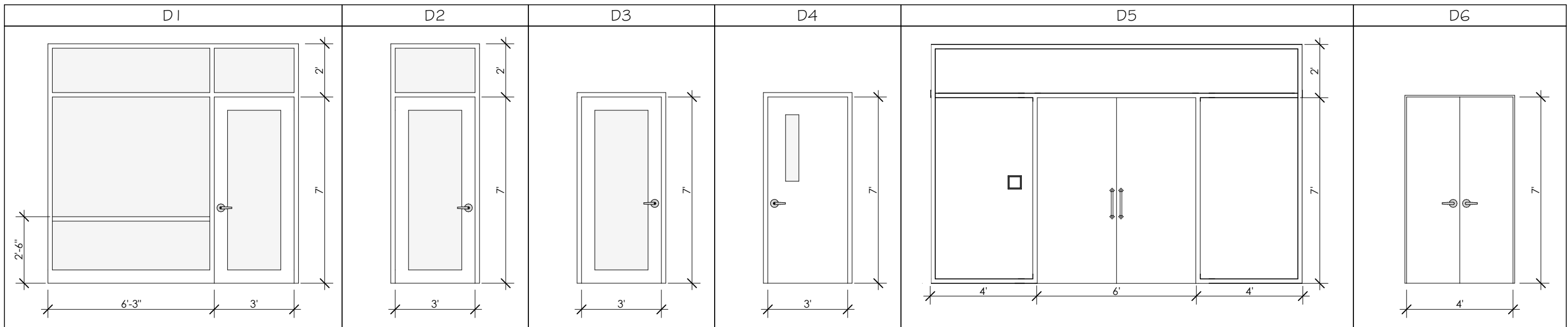
FINISH SCHEDULE

ID	QUAN.	UNIT SIZE		DOOR		FRAME		HARDWARE	GLAZING	REMARKS
		WIDTH	HEIGHT	MATERIAL	FINISH	MATERIAL	FINISH			
D1	6	3'	7'	AL	---	AL	AL	H1	G2	FINISH NOTE 3
D2	1	3'	7'	AL	---	AL	AL	H1	G2	FINISH NOTE 3
D3	4	3'	7'	AL	---	AL	AL	H1	G2	FINISH NOTE 3
D4	2	3'	7'	WD	ST	HM	P3	H2	G1	
D5	1	6'	7'	AL	-	AL	AL	H4	G3	FINISH NOTE 3
D6	1	4'	7'	WD	ST	HM	P3	H3	---	

2

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DOOR SCHEDULE

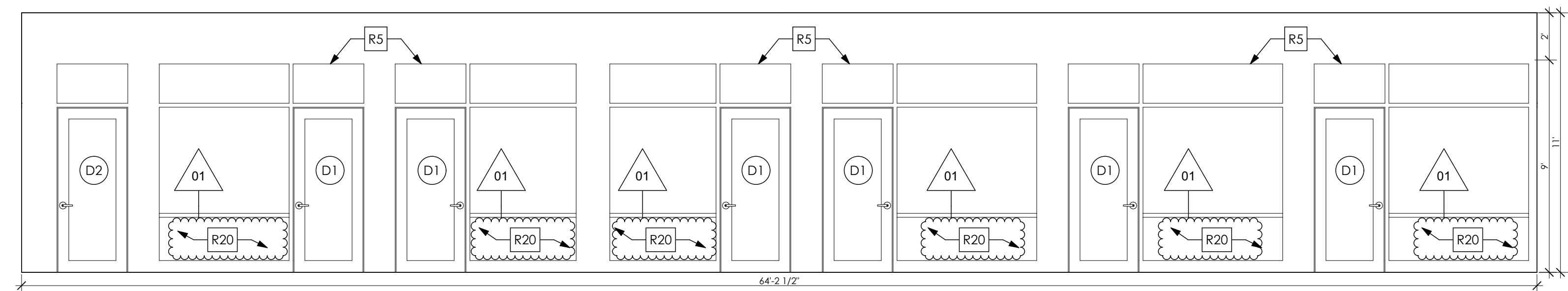


3

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DOOR ELEVATION

SCALE: 1/4" = 1'-0"

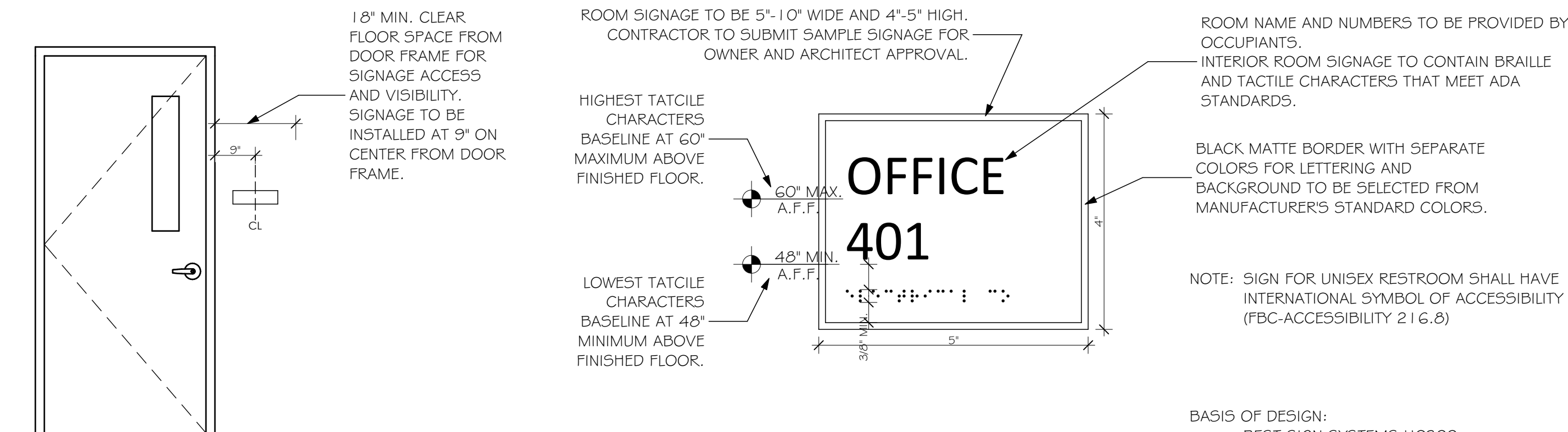


4

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OFFICE STOREFRONT ELEVATION

SCALE: 1/4" = 1'-0"



5

A000

INTERIOR WALL SIGNAGE

SCALE: 1/2" = 1'-0"

6

A000

SIGNAGE DETAIL

SCALE: 6" = 1'-0"

FINISH SCHEDULE NOTES

FLOOR

- F1 - CARPET TILE - SHAW, MINIMAL TILE, FINISH COLOR FRINGE - 64585  
F2 - CARPET TILE - SHAW, MINIMAL TILE, FINISH COLOR VERGE - 64555  
F3 - LVT - SHAW, UNCOMMON GROUND 6, FINISH COLOR SAND DUNE - 02160  
F4 - STATIC DISSIPATIVE TILE - ARMSTRONG, FINISH COLOR FOSSIL GRAY - 51956

CEILING

- C1 - ACOUSTICAL CEILING TILE - ARMSTRONG, ULTIMA, REGULAR, WHITE, 24"x24"  
C2 - GYPSUM BOARD - F4  
C3 - LAMINATE - WILSONART, HPL, COLOR TO BE CHOSEN BY OWNER  
C4 - BAFFLE BOARD - ARMSTRONG, METALWORKS BLADES, CLASSICS, ACOUSTICAL, WOOD LOOK EFFECTS, COLOR TO BE CHOSEN BY OWNER

WALL BASE

- B1 - VINYL BASE - BURKE, STANDARD 4", COLOR TO BE CHOSEN BY OWNER

DOORS

- WD - WOOD - SKIN SPECIES: TO BE SELECTED BY OWNER  
GL - GLASS

PAINTS

- P1 - SHERWIN WILLIAMS - TO BE SELECTED BY OWNER  
P2 - SHERWIN WILLIAMS - TO BE SELECTED BY OWNER  
P3 - SHERWIN WILLIAMS - DOOR TRIM - MATCH TO BASE  
P4 - SHERWIN WILLIAMS - CEILING - WHITE  
P5 - IDEA PAINT - MAGNETIC CLEAR DRY ERASE

NOTES:

- ALL ROOMS SHALL HAVE NEW SIGNAGE INSTALLED.
- ALL FLOORING CHANGES SHALL RECEIVE A TRANSITION STRIP.
- FINISHES TO BE CHOSEN FROM MANUFACTURER'S STANDARDS.
- PROVIDE LEVEL 5 FINISH ON DRYWALL ON SOUTH WALL OF RECEPTION 04.
- ROUND ALL CORNERS OF COUNTERTOPS IN PATHS OF TRAVEL WITHIN PROJECT.

HARDWARE SCHEDULE

- H1 3 HINGES, LEVER HANDLE, OFFICE LOCKSET, DOOR STOP, SILENCER  
H2 3 HINGES, LEVER HANDLE, PASSAGE LOCKSET, DOOR STOP, SILENCER  
H3 6 HINGES, FLUSH BOLTS, LEVER HANDLE, STOREROOM LOCKSET, DOOR STOP, SILENCER  
H4 HARDWARE PROVIDED BY FURNITURE VENDOR

NOTE: FIELD VERIFY ALL DOOR AND WINDOW DIMENSIONS PRIOR TO ORDERING. NOTIFY ARCHITECT OF ANY DISCREPANCIES OR CONFLICTS.

DOOR NOTES

- EXISTING DOOR TO REMAIN. REGLOUE AND REPAIR ANY DAMAGE TO DOOR AND FRAME. TREAT WOOD SUBSTRATE WITH PENETRATING HARDENER SOLUTION IN TWO APPLICATIONS. FILL SMALL VOIDS WITH TWO PART EPOXY WOOD FILLER/PATCHING COMPOUND. REFER TO HARDWARE SCHEDULE FOR NEW HARDWARE FOR ANY EXISTING DOORS TO REMAIN.

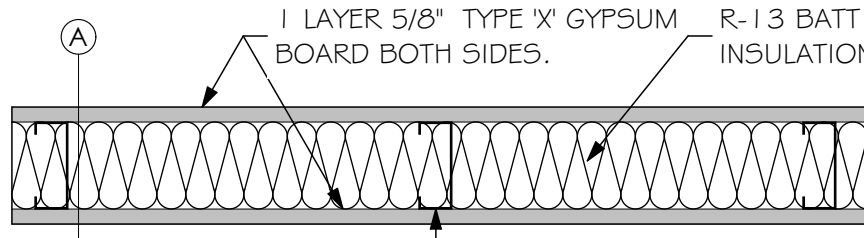
- GLAZING  
G1 VIEW LIGHT, 6" x 30" (TYP.)  
G2 FULL LITE DOOR 2' x 6'-0" (TEMPERED GLAZING)  
G3 PROVIDED BY FURNITURE VENDOR

ABBREVIATIONS

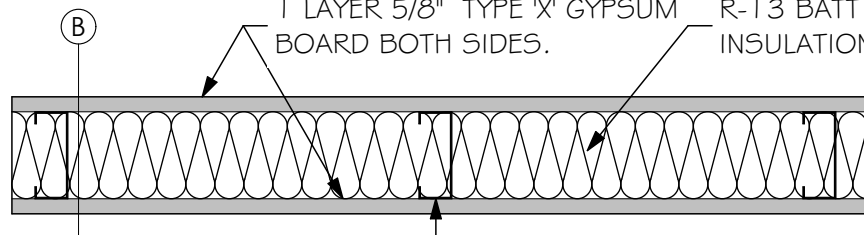
N.I.C.	NOT IN CONTRACT	EX	EXISTING
A.F.F.	ABOVE FINISH FLOOR	WD	WOOD
SIM.	SIMILAR	HM	HOLLOW METAL
TYP.	TYPICAL	ST	STAIN
MIR.	MIRROR		

WALL TYPES

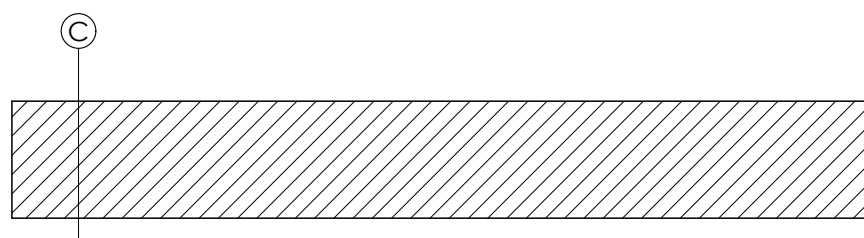
ALL METAL STUD ANCHORAGE SHALL BE BY POWER DRIVEN FASTENERS 24" O.C. ANCHOR TO CONCRETE SLAB. BRACE TO EXISTING CEILING STRUCTURE AS NEEDED.



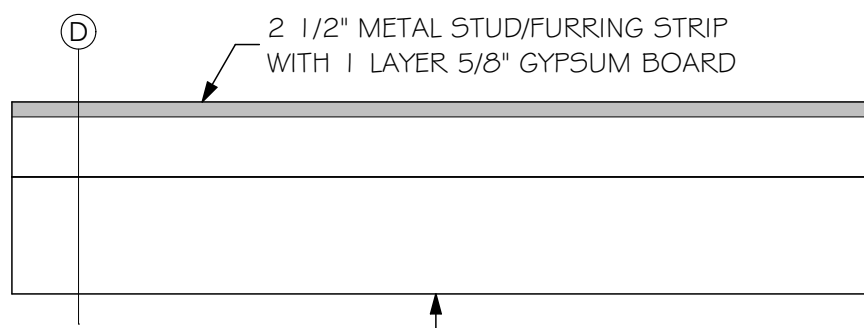
EXTEND GYPSUM BOARD TO 6" ABOVE CEILING.



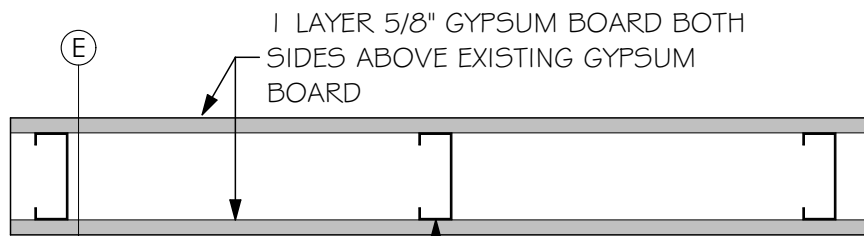
EXTEND GYPSUM BOARD BOTTOM OF DECK.



INFILL OPENING WITH 3 5/8" METAL STUD AT 16" O.C., 5/8" GYP. BOTH SIDES



EXTEND GYPSUM BOARD TO 6" ABOVE CEILING.



EXTEND NEW GYPSUM BOARD TO BOTTOM OF DECK.

CONSULTANTS

MECHANICAL / ELECTRICAL /  
PLUMBING  
REENGINEERING, INC.  
114 E 5TH AVENUE  
TALLAHASSEE, FL 32303  
(850) 224-7922



ARCHITECTURE  
INTERIOR DESIGN  
BUILDING ENVELOPE  
231 JOHN KNOX RD, SUITE 105  
TALLAHASSEE, FL 32303  
PH: (850) 385 9200  
AA 26000000  
MLDARCHITECTS.COM

BANK OF AMERICA 1ST FLOOR RENOVATIONS  
OFFICE OF ECONOMIC VITALITY  
TALLAHASSEE, FLORIDA

100% SUBMITTAL

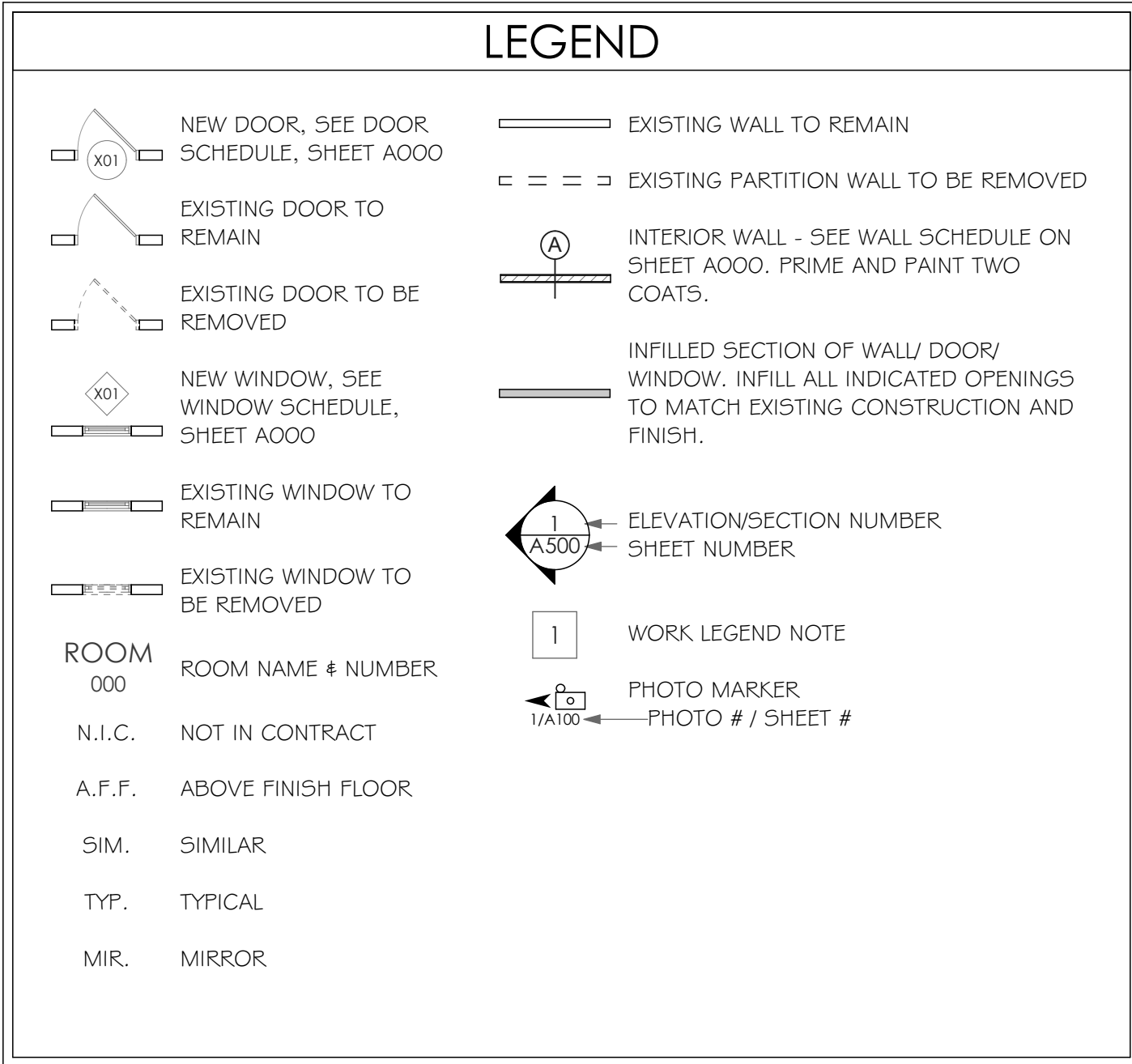
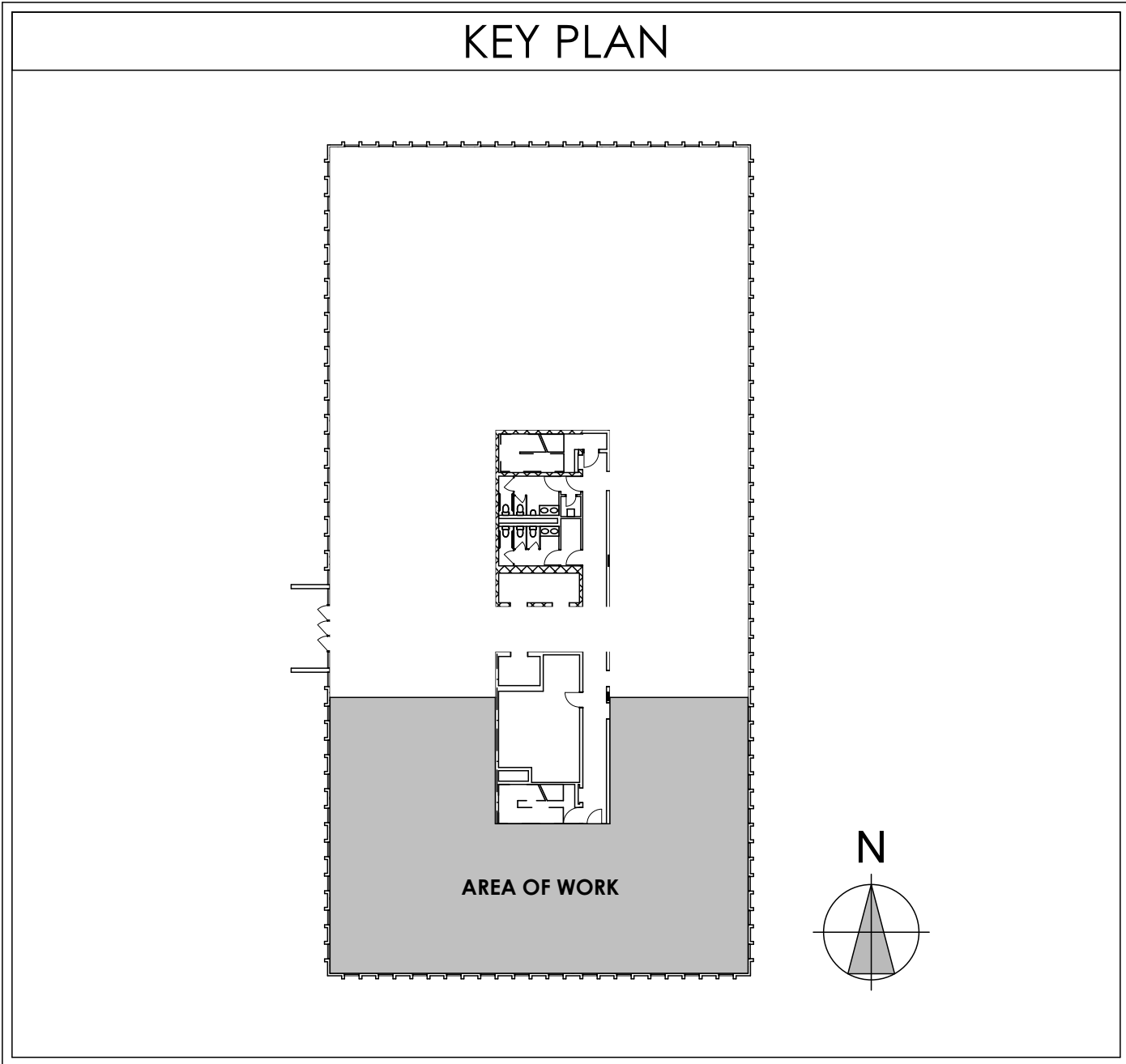
PROJ. NO. 140619  
DATE 08/27/2019  
DRAWN AO  
CHECKED JH  
APPROVED JS  
REVISION ADDENDUM 1 / 01  
REVISION DATE 10/24/2019

SCHEDULES & NOTES

A000

Posted December 2, 2019





RENOVATION NOTES

THESE WORK ITEMS ARE TYPICAL AND MAY NOT BE ALL INCLUSIVE BUT INTENDED TO SUPPLEMENT THE DRAWINGS AND DETAILS AND CLARIFY THE SCOPE OF WORK. WORK LEGEND ITEMS ARE TYPICAL FOR SITUATIONS AND WORK SCOPE SHOWN. WORK LEGEND SYMBOLS ARE NOT SHOWN AT EVERY SPECIFIC LOCATION WHICH SCOPE IS TO BE COMPLETED, UNLESS OTHERWISE NOTED. CONTRACTOR SHALL INSTALL NEW FLOORING, BASEBOARD, CEILING GRID AND ACOUSTICAL TILE THROUGHOUT.

FIELD VERIFY ALL DIMENSIONS. ANY ADJUSTMENTS NECESSARY MUST MEET CODE REQUIREMENTS FOR CLEARANCES AND ADA STANDARDS.

PRIME AND PAINT TWO COATS ALL WALLS AS LISTED ON FINISH SCHEDULE.

FIRE SEAL ALL NEW & EXISTING PENETRATIONS THROUGH NEW & EXISTING FIRE RATED WALLS, FLOORS AND CEILINGS.

REINSTALL SALVAGED WINDOW BLINDS.

R1 EXISTING 1-HOUR MINIMUM FIRE RATED PARTITION TO REMAIN. CONTRACTOR TO ENSURE ALL EXISTING AND NEW WALL PENETRATIONS/JUNCTIONS ARE PROPERLY FIRE SEALED.

R2 INSTALL NEW WALL. FINISHED FACE OF NEW WALL TO ALIGN WITH FINISHED FACE OF EXISTING WALL/COLUMN. INSTALL LIGHT GAUGE METAL FRAMING/FURRING STRIPS AS NEEDED (SEE WALL TYPES). PRIME AND PAINT TWO COATS.

R3 INSTALL NEW WALL, INFILL WHERE DOOR WAS REMOVED, SEE WALL TYPES. PRIME AND PAINT TWO COATS.

R4 INSTALL SOUND BATT INSULATION ABOVE NEW AND EXISTING PARTITION WALLS AND CEILINGS, 3" EITHER SIDE OF WALL.

R5 INSTALL NEW STORE FRONT SYSTEM.

R6 INSTALL NEW DOOR, SEE DOOR SCHEDULE.

RENOVATION NOTES (CONT'D)

R7 INSTALL NEW BASE/UPPER CABINETS.

R8 INSTALL TV CASEWORK.

R9 INSTALL NEW COUNTER.

R10 INSTALL NEW RECEPTION DESK.

R11 REPLACE EXISTING SINK. NEW SINK AND FAUCET BASIS OF DESIGN: EDGEWATER KITCHEN SINK, AMERICAN STANDARD, MODEL NO. 18DB633221 1.075, STAINLESS STEEL AND AVERY FAUCET, AMERICAN STANDARD, MODEL NO. 4901.300.075, STAINLESS STEEL.

R12 INSTALL NEW SPECIFIED FIRE EXTINGUISHER IN COMPLIANCE WITH NFPA 101:30.3.5 AND NFPA 10:5.1.4.

R13 INSTALL OWNER PROVIDED AV AND TELEVISION EQUIPMENT. PROVIDE BLOCKING AS NEEDED. COORDINATE WITH ENGINEER'S DRAWINGS.

R14 INSTALL CASPER FILM PER MANUFACTURER'S INSTRUCTIONS.

R15 INSTALL NEW EXIT SIGN. COORDINATE WITH ELECTRICAL DRAWINGS.

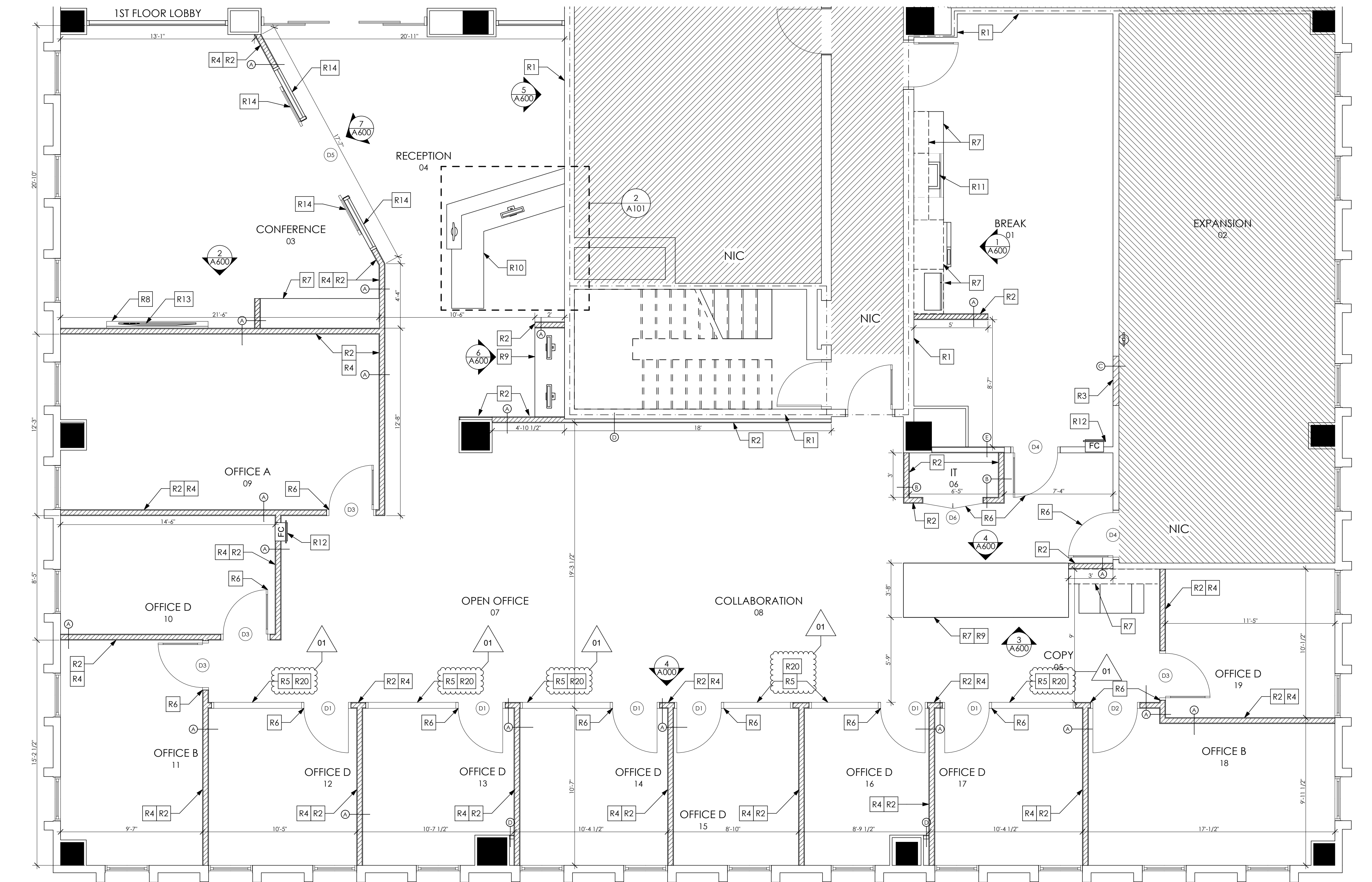
R16 INSTALL GYPSUM BOARD HEADER.

R17 INSTALL NEW GYPSUM BOARD SOFFIT.

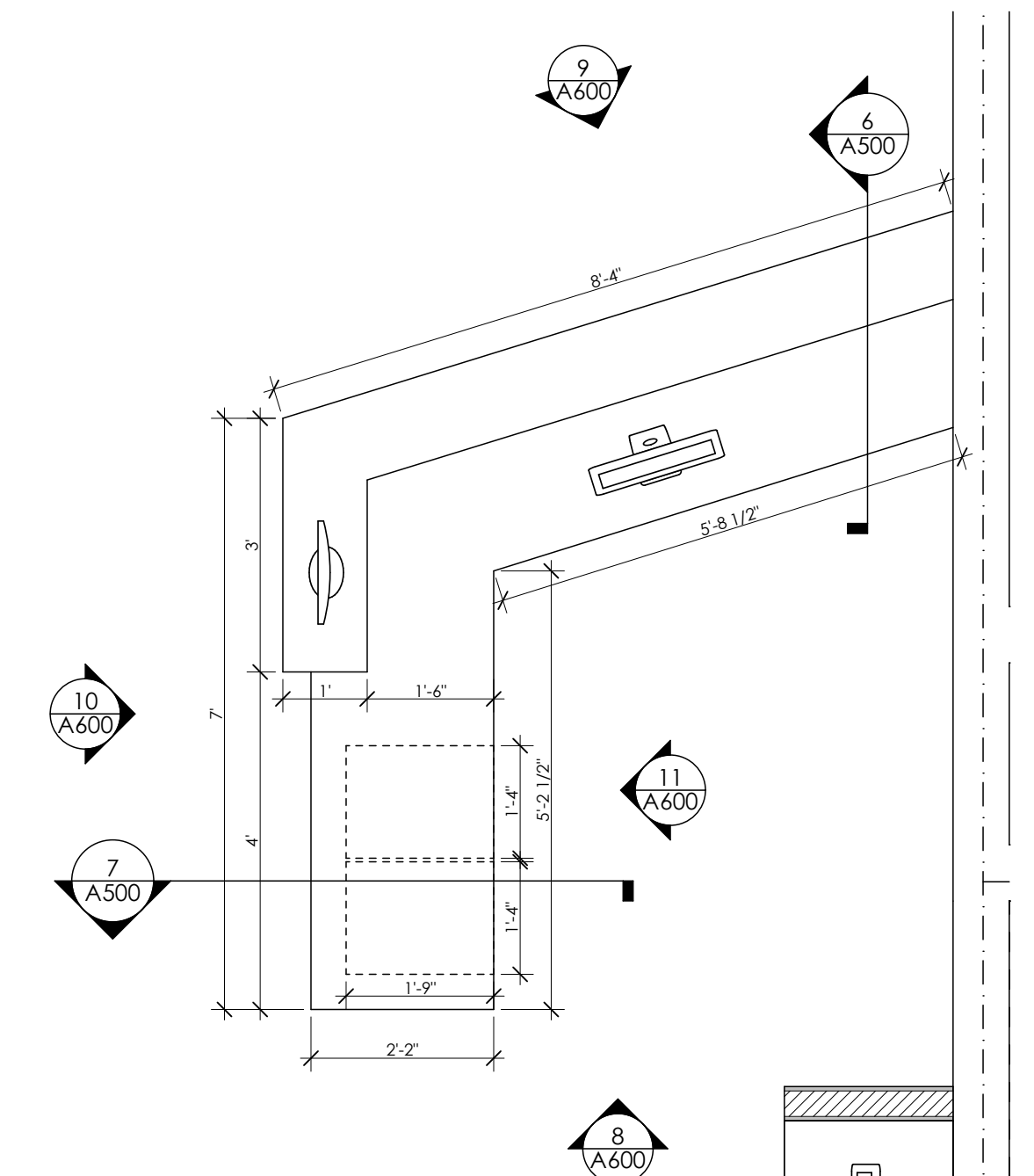
R18 INSTALL NEW LAMINATED SOFFIT.

R19 INSTALL NEW ARMSTRONG METALWORKS BLADES.

R20 APPLY FROSTED VINYL FILM TO ONE SIDE OF LOWER PORTION OF STOREFRONT WINDOW.



1 RENOVATION PLAN  
A101 SCALE: 1/4" = 1'-0"



2 ENLARGED RECEPTION DESK PLAN  
A101 SCALE: 1/2" = 1'-0"



**INVITATION TO BID**

**FOR**

**LEON COUNTY GOVERNMENT ANNEX (BANK OF AMERICA BLDG)  
1<sup>ST</sup> FLOOR RENOVATIONS**

**BID NUMBER BC-10-31-19-02**

**LEON COUNTY GOVERNMENT  
LEON COUNTY, FLORIDA**

**Release Date: October 7, 2019**

**I. GENERAL CONDITIONS**

**A. BIDDER INSTRUCTIONS**

Bidders are expected to examine the specifications, delivery schedule, freight requirements, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern. Bids may be submitted in person, by mail or other carrier.

To ensure acceptance of your bid, please follow these instructions:

1. Items listed on the bid checklist, including the price form and all other items required within this invitation to bid must be executed and submitted in hard copy in a sealed envelope. Address your sealed envelope as follows:

*Bid No. BC-10-31-19-02  
Leon County Purchasing Division  
1800-3 N. Blair Stone Road  
Tallahassee, Florida 32308*

2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an **original, manual** signature of an authorized representative of the company.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.

**B. INFORMATION**

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley or Geri Forslund, telephone (850) 606-1600; E-mail: [kelleys@leoncountyfl.gov](mailto:kelleys@leoncountyfl.gov) or [forslundg@leoncountyfl.gov](mailto:forslundg@leoncountyfl.gov).

**C. SPECIAL ACCOMMODATION**

Any person requiring a special accommodation at a Pre-Bid Conference or Bid opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

**D. PURPOSE/INTRODUCTION**

Leon County is seeking the services of a qualified contractor to renovate the Bank of America 1<sup>ST</sup> Floor to renovate office space for the Office of Economic Vitality in accordance with the 100% Plan Set, attached hereto and incorporated herein as Attachment A and the Bid Specifications, attached hereto and incorporated herein as Attachment B.



Work shall include, but not be limited to: selective demolition of interior partition walls, casework, flooring, ceiling grid, tiles and lighting fixtures, installation of new interior partition walls, priming and painting 2 coats to new walls as well as patching/painting existing walls, new doors, flooring, and installation of new casework. Additional work includes modifications to the HVAC system, controls and ductwork, electrical wiring for new lighting fixtures and power outlets

At minimum, the primary contractor or any subcontractors used shall be licensed by the State of Florida as either a Certified Building Contractor or a Licensed General Contractor. All Certified Building Contractors and Licensed General Contractors used on the project shall possess an active and current licensing placard issued by the Florida Department of Business and Professional Regulation (DBPR). Copies of both the contractor's and any proposed subcontractors' licensing placards shall be submitted to Leon County concurrent with bid. Failure to demonstrate licensing and registrations in the fashion described will result in the rejection of bid.

#### E. SCHEDULE OF EVENTS

Below in Table 1 is the current schedule of the events that will take place as part of this solicitation. The County reserves the right to make changes or alterations to the schedule as the County determines is in the best interests of the public. If any changes to the Schedule of Events are made, the County will post the changes on the County website either as a public meeting notice, or as an addendum, as applicable. It is the responsibility of Registered Planholders and other interested persons and parties to review the Purchasing Division's website to stay informed of the Schedule of Events, addenda issued, and public meetings scheduled. The website address is: <http://www.leoncountyfl.gov/procurementconnect/>.

Table 1 - Schedule of Events	
Date and Time (all eastern time)	Event
October 7, 2019	<b>Release of the ITB</b>
October 16, 2019 @ 10:00 AM	<b>MANDATORY PRE-BID MEETING &amp; SITE VISIT:</b>  Date and time a mandatory pre-bid meeting and site visit will be held at the Leon County Government Annex (Bank of America Building), 315 S Calhoun St., Tallahassee, FL 32301.
Not later than:  October 18, 2019 at 5:00 p.m.	<b>QUESTIONS/INQUIRIES DEADLINE:</b>  Date and time by which questions and inquiries regarding the ITB must be received by Leon County.
Not later than:  October 31, 2019 at 2:00 p.m.	<b>BID SUBMISSION DUE DATE:</b>  Date and time by which Bid Submissions must be received by the Leon County Purchasing Division, located at 1800-3 North Blair Stone Road, Tallahassee, FL 32308.

#### F. PRE-BID MEETING

A Pre-Bid Meeting will be held at the date, time and location identified in the Schedule of Events. Respondent's attendance at the Pre-Bid Meeting is MANDATORY. The Pre-Bid Meeting will be a public meeting that the public is invited to attend.

Bid Title: Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations

Bid Number: BC-10-31-19-02

Opening Date: Thursday, October 31, 2019 at 2:00 p.m. Eastern time

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The purpose of the Pre-Bid Meeting is to provide a forum to answer questions concerning the ITB, instructions for submitting Bids, and other relevant issues. In the event that any discussions or questions at the Pre-Bid Meeting require, in the Leon County's opinion, official additions, deletions, or clarifications of the ITB, Leon County will issue a written summary of questions and answers or an addendum to this ITB as the Leon County determines is appropriate. No oral representations or discussions, which take place at the Pre-Bid Meeting, will be binding on Leon County. The Bidders will be instructed to direct all questions after the meeting to Leon County Purchasing Division.

**G. BID INFORMATION AND CLARIFICATION**

Questions pertaining to bid procedures or regarding the specifications should be addressed to Shelly Kelley and Geri Forslund, phone (850) 606-1600 or E-mail [KelleyS@leoncountyfl.gov](mailto:KelleyS@leoncountyfl.gov) and [ForslundG@leoncountyfl.gov](mailto:ForslundG@leoncountyfl.gov). **Bidders are requested to send such requests to both representatives of the Purchasing Division.** Email inquiries are preferred.

Each Bidder shall examine the solicitation documents carefully; and, no later than the last day for questions listed in schedule of events, he shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board. Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers.

**H. ADDENDA TO SPECIFICATIONS**

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.leoncountyfl.gov/procurementconnect>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make them available for pick up at the Purchasing Division. It is the responsibility of the Bidder prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet. Only those communications which are in writing may be considered as a duly authorized expression.

**I. PROHIBITED COMMUNICATIONS**

Any Form of communication, except for written correspondence with the Purchasing Division requesting clarification or asking questions, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the release of the competitive solicitation and terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The penalties for an intentional violation of this article shall be those specified in 125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

J. REGISTRATION

Bidders which obtain solicitation documents from sources other than the County Purchasing Division MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. Bidders should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register through the Purchasing Division (<http://www.leoncountyfl.gov/Procurementconnect>) may cause your submittal to be rejected as non-responsive.

K. PREPARATION AND SUBMISSION OF BID

Each Bidder shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Bidder. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

L. RECEIPT AND OPENING OF BIDS

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the bids will be made public and will be posted on the Purchasing Division website at: <http://www.leoncountyfl.gov/Procurementconnect>.

A Bidder may request, in their bid submittal, a copy of the tabulation sheet to be mailed in a Bidder provided, stamped self-addressed envelope for their record.



Sealed bids or replies received by the County pursuant to a competitive solicitation are exempt from public records requirements until such time as the County posts an intended decision or until 30 days after opening of the documents, whichever is earlier.

M. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

N. REJECTION OF BIDS

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

O. AWARD OF BIDS

The bid will be awarded to the lowest responsive, responsible bidder. The County reserves the right to waive any informality in bids and to award a bid in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the intended award will be given by posting a Notice of Intended Award in the offices of the Purchasing Division, 1800-3 Blair Stone Road, Tallahassee, Florida. Notice may also be given by telephone, by first class mail, or by certified United States mail, return receipt requested, whenever specified in the bid solicitation. A Bidder may request, in their bid submittal, a copy of the Notice of Intended Award and/or bid tabulation sheet to be mailed in a provided, stamped self-addressed envelope for their record.

P. IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached IDENTICAL TIE BID form. Failure to submit a completed form may result in the bid being determined as non-responsive.

Q. BID PROTEST

Any bid award recommendation may be protested on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid protest shall be made in writing to the Purchasing Director within 72 hours after receipt of the intended recommendation of award and the protestor shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid protest has been submitted. Failure to file a notice of intent of bid protest or failure to file a formal written bid protest shall constitute a waiver of all rights granted under this section. At the time fixed for the opening of bids, the contents of the Bid Form will be made public for the information of Bidders and other interested parties, who may be present either in person or by representatives.

R. PLANHOLDERS

As a convenience to bidders, the County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at: <http://www.leoncountyfl.gov/procurementconnect> by simply clicking the planholder link on the bottom left of the advertisement of the respective solicitation. A listing of the registered bidders with their telephone numbers and email address is designed to assist bidders in preparation of their responses.

S. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

T. UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the bid response to this solicitation, please complete and submit the attached form AFFIDAVIT CERTIFICATION IMMIGRATION LAWS.

U. INSURANCE

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

The awarded Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
  - a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply

- separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
  - c. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
2. Deductibles and Self-Insured Retentions  
Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:
- a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
    - 1) The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
    - 2) The Contractor's insurance coverage shall be primary insurance in respect to the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
    - 3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
    - 4) The Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.
  - b. All Coverages  
Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after written notice has been given to the County.
4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by

the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

V. MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION

1. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements
  - a. The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:
    - 1) Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
    - 2) Established targets designed to increase MBE and WBE utilization proportionate to documented underutilization.
    - 3) Provide increased levels of information and assistance available to MBE's and WBE's.
    - 4) Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.
  - b. The term Certified Minority Women Business Enterprise (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but those from other governmental organizations are not accepted by Leon County.
  - c. Each Bidder is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Bidders responding to this solicitation are hereby made aware of the County's targets for MBE and WBE utilization. Bidders that require assistance or guidance with these MBE, WBE, SBE, and DBE requirements should contact:

Darryl Jones, Director, Minority, Women and Small Business Enterprise, Tallahassee-Leon County Office of Economic Vitality, PHONE: 850-300-7567, FAX: 850-219-1098, [djones@oevforbusiness.org](mailto:djones@oevforbusiness.org) or LaTanya Raffington, MWSBE Coordinator by email at [lraffington@oevforbusiness.org](mailto:lraffington@oevforbusiness.org) or Shanea Wilks, MWSBE Coordinator by email at [swilks@oevforbuisness.org](mailto:swilks@oevforbuisness.org).

- d. Bidders must complete and submit the attached Minority and Women Business Enterprise Participation Plan form. Failure to submit the completed Minority and Women Business Enterprise Participation Plan form may result in a determination of non-responsiveness for the bid.

If the aspirational target is not met, you must denote your good faith effort on the Participation Plan Form. All bidders, including MBE's, and WBE's shall either meet the aspirational target(s), or if not met, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). Failure to complete such good faith effort statement may result in the bid being non-responsive. Below are policy examples of good faith efforts that bidders can use if they are not meeting the aspirational target. These examples can be used to demonstrate the good faith effort.

- 1) Advertised for participation by M/WBE's in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all M/WBE's referred to the bidder by the MWSBE Division for the goods and services to be subcontracted and/or supplied.
- 2) Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Contractors as applicable to the aspirational Target.
- 3) Contacted the MWSBE Division for a listing of available M/WBEs who provide the services needed for the bid.
- 4) Contacted MBEs and/or WBEs that provide the services needed for the bid.
- 5) Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- 6) Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid related items at no charge to the M/WBE's.
- 7) Contacted the MWSBE Division, no less than five (5) business days prior to the Bid deadline, regarding problems the with bidder is having in achieving and/or reaching the aspirational targets.
- 8) Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

For goods and/or services to be performed in this project, the following are the aspirational targets for participation by certified MBE's and/or WBE's.

Construction Sub-Contractor Targets:

Minority Business Enterprise - 17%

Woman Business Enterprise - 9%

- e. Definitions for the above targets follow:

- 1) Minority/Women Business Enterprise (MWBE) - a business that is owned and controlled by at least 51% by one or more minority persons or by at least 51% by one or more women, and whose management and daily operations are controlled by one or more such

persons shall constitute a Minority/Women business Enterprise. No business owned or controlled by a white female shall be considered a minority business for the purpose of this program if the ownership was brought about by transfer of ownership interest to the woman or women, other than by decent, within two (2) years following the sale or transfer of ownership. For the purpose of this program, all applicants for certification as a bona fide MWBE shall be an independent business entity which provides a commercially useful function. No business owned and controlled by a white male and transferred or sold to a minority or woman/women, for the purpose of participation in the County's MWBE Program, shall be considered eligible for MWBE Certification.

- 2) Minority Person - an individual who is a citizen of the United States or a lawfully admitted permanent resident and who is a (n):
  - a) African/Black American - All persons having origins in any of the Black African racial groups not of Hispanic origins and having community identification as such.
  - b) Hispanic American - All persons (Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race) reared in a Hispanic environment and whose surname is Hispanic and having community identification as such.
  - c) Asian American - All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands and having community identification as such.
  - d) American Indian, Alaskan Native and American Aleuts - All persons having origins in any of the original people of North America, maintaining identifiable tribal affiliations through membership and participation and having community identification as such.
- 3) Women - American Woman

- f. Prime Contractors will negotiate in good faith with interested MWBE's, not rejecting a MWBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation. The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
- g. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid as non-responsive.
- h. The online Certification Directory is available to assist you with identifying potential certified vendors for MWSBE participation. The directory is comprised of information relative to certified MBEs, WBEs, and SBEs. You may access the directory via the following link: <https://oeforbusiness.mwsbe.com/>. The directory interface is user-friendly and allows for vendors searches to be conducted for various procurement categories and business capabilities.

## 2. Equal Opportunity/Affirmative Action Requirements

The contractors and all subcontractors shall agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal,

state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

For federally funded projects, in addition to the above, the contractor shall agree to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

In addition to completing the Equal Opportunity Statement, the Respondent shall include a copy of any affirmative action or equal opportunity policies in effect at the time of submission.

W. LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:
  - a. Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.
  - b. Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Local business definition. For purposes of this section, "local business" shall mean a business which:
  - a. Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
  - b. Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
  - c. Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
3. Certification. Any bidder claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a bidder meets the definition of a "local business."

X. AGREEMENT

After the bid award, the County, at its discretion, will prepare a purchase order or an agreement that specifies the terms and conditions resulting from the award of this bid. Every procurement for contractual services shall be evidenced by a written agreement. The awarded Bidder will have ten calendar days after receipt to acknowledge the purchase order or execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

The awarded Contractor understands that no amount of work is guaranteed nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

Y. PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

Z. ETHICAL BUSINESS PRACTICES

1. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation therefor.
2. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
3. The Board reserves the right to deny award or immediately suspend any contract resulting from this bid pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.



**AA. TERMS AND CONDITIONS**

1. In the instance that terms, conditions, specifications, or other instruments are provided by architects, engineers, or persons other than County Procurement concerning the matters herein, then the terms and conditions in this Solicitation document shall prevail over all other terms and conditions.
2. Leon County objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response or placing a respondent in default.

**II. CONTRACT TERMS**

**A. WORK**

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

Leon County reserves the right to negotiate with the successful bidder/proposer for any related products or services not specifically stated in this solicitation.

**B. TIME AND LIQUIDATED DAMAGES**

The work to be performed under this contract shall be commenced within fifteen (15) days of the Notice to Proceed. All work to be performed under this Contract shall be completed within forty (40) consecutive calendar days of the Notice to Proceed to final completion. If the work to be performed under this Contract is not completed within the time set forth above, or within such extra time as may be granted by the County, the Contractor shall be deemed to be in default. For each day the Contractor is in default, the Contractor or its Surety shall pay to the County, not as a penalty, but as liquidated damages, the sum of \$500.00.

Permitting the Contractor to continue and finish the work or any part of it after the expiration of the contract time allowed, including extensions, if any, shall in no way act as a waiver on the part of County of the liquidated damages due under the contract.

**C. PAYMENTS**

The County shall make payments to the Contractor within forty-five (45) days of submission and approval of invoice for services. The form of payment for this Contract may be through a County-issued purchase order and a check upon receipt and approval of invoices, or through a government credit card. Leon County has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from County personnel by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory under this solicitation.

D. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the seller.

E. PAYMENT AND PERFORMANCE BOND

A Payment and Performance Bond in the amount of 100% of the estimated project cost shall be supplied by the Contractor at the time of Agreement execution. Also, a Payment and Material Bond for the Agreement amount shall be supplied by the Contractor at the same time.

Payment and Performance and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida. The Payment and Performance Bond shall be in the following form:

PUBLIC CONSTRUCTION BOND Bond No. (enter bond number)

BY THIS BOND, We \_\_\_\_\_, as Principal and \_\_\_\_\_ a corporation, as Surety, are bound to \_\_\_\_\_, herein called Owner, in the sum of \$\_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_, between Principal and Owner for construction of the contract being made a party of this bond by reference, at the time and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED on this the \_\_\_\_ day of \_\_\_\_\_, 2019.

(Name of Principal)

By:  
(As Attorney-In-Fact)

(Name of Surety)

Payment bonds executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitation provisions in Section 255.05, Florida Statutes.

F. EMPLOYMENT ELIGIBILITY VERIFICATION

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
  - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

G. STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

H. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1& 2 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**7. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**LEON COUNTY PURCHASING DIVISION  
ATTN: SHELLEY KELLEY, PURCHASING DIRECTOR  
1800-3 N. BLAIRSTONE ROAD  
TALLAHASSEE, FLORIDA 32308  
PHONE: 850-606-1600  
EMAIL: KELLEYS@LEONCOUNTYFL.GOV**

I. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

J. RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

K. PERMITS

The Contractor shall pay for and obtain all necessary permits as required by law.

L. ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

M. INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the County, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

III. **PENALTIES**

*BIDS MAY BE REJECTED AND/OR Bidder(S) DISQUALIFIED FOR THE FOLLOWING REASONS:*

1. Failure to perform according to contract provisions.
2. Conviction in a court of law of any criminal offense in connection with the conduct of business.
3. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the

submission of bids or proposals, or the awarding of contracts.

4. Clear and convincing evidence that the bidder has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
5. Other reasons deemed appropriate by the Board of County Commissioners.

#### IV. BID CHECKLIST

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

_____	Completed Bid Response Sheet with Manual Signature
_____	Affidavit Immigration Laws
_____	Equal Opportunity and Affirmative Action Form
_____	Local Vendor Certification
_____	Identical Tie Bid Statement
_____	Insurance Certification Form
_____	Non Collusion Affidavit
_____	Certification/Debarment Form
_____	Applicable Licenses/Registrations
_____	E-Verify Form

**BID RESPONSE SHEET**

The Board of County Commissioners of Leon County reserves the right to accept or reject any and/or all bids in the best interest of the County.

Shelly W. Kelley  
Purchasing Director

Jimbo Jackson, Chairman  
Board of County Commissioners

This bid is submitted by the below named firm/individual by the undersigned authorized representative.

By	_____
	(Firm Name)
	_____
	(Authorized Representative)
	_____
	(Print or Typed Name)
Address	_____
	_____
Telephone	_____
E-mail Address	_____

**ACKNOWLEDGEMENT:**

Addendum #1 \_\_\_\_\_  
Addendum #2 \_\_\_\_\_  
Addendum #3 \_\_\_\_\_

**BID PRICE:**

Base Bid: \$ \_\_\_\_\_

### INSURANCE CERTIFICATION FORM

To indicate that Bidder understands and is able to comply with the required insurance, as stated in the bid document, Bidder shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

YES \_\_\_\_\_ NO \_\_\_\_\_

Commercial General  
Liability:

Indicate Best Rating: \_\_\_\_\_

Indicate Best Financial Classification: \_\_\_\_\_

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Business Auto:

Indicate Best Rating: \_\_\_\_\_

Indicate Best Financial Classification: \_\_\_\_\_

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Professional Liability:

Indicate Best Rating: \_\_\_\_\_

Indicate Best Financial Classification: \_\_\_\_\_

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- B. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

YES \_\_\_\_\_ NO \_\_\_\_\_

Indicate Best Rating: \_\_\_\_\_

Indicate Best Financial Classification: \_\_\_\_\_

If answer is NO, provide name and address of insurer:

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- C. Is the Bidder able to obtain insurance in the following limits (next page) as required for the services agreement?

YES \_\_\_\_\_ NO \_\_\_\_\_

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County.  
Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.



Bid Title: Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations

Bid Number: BC-10-31-19-02

Opening Date: Thursday, October 31, 2019 at 2:00 p.m. Eastern time

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Required Coverage and Limits

The required types and limits of coverage for this bid are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

Required Policy Endorsements and Documentation

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured – (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

Primary and not contributing coverage - General Liability & Automobile Liability

Waiver of Subrogation – (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Workers' Compensation & Employers' Liability.

Claims will be directed to \_\_\_\_\_ (person/agency) at

\_\_\_\_\_  
( address/fax/e-,mail) for investigation and appropriate handling.

Please mark the appropriate box:

Coverage is in place \_\_\_\_\_ Coverage will be placed, without exception \_\_\_\_\_

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name \_\_\_\_\_  
Typed or Printed

Signature \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_  
(Company Risk Manager or Manager with Risk Authority)

### AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT IT IS FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

*LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.*

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national origin, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

### IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following: (Check one and sign in the space provided.)

\_\_\_\_\_ This firm complies fully with the above requirements.

\_\_\_\_\_ This firm does not have a drug free work place program at this time.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NON-COLLUSION AFFIDAVIT**

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with Leon County Government, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,

---

(Name of Corporation, Partnership, Individual, etc.)

a \_\_\_\_\_, formed under the laws of \_\_\_\_\_  
(Type of Business) (State or Province)

of which he/she is \_\_\_\_\_.  
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

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AFFIANT'S NAME

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AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

Personally Known \_\_\_\_\_ Or Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_

---

NOTARY PUBLIC

(Print, Type or Stamp Commissioned Name of Notary Public)

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
And OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

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Signature

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Title

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Contractor/Firm

---

Address

Bid Title: Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations

Bid Number: BC-10-31-19-02

Opening Date: Thursday, October 31, 2019 at 2:00 p.m. Eastern time

**LOCAL VENDOR CERTIFICATION**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	
Current Local Address:	Phone:  Fax:
If the above address has been for less than six months, please provide the prior address.  Length of time at this address:	
Home Office Address:	Phone:  Fax:

\_\_\_\_\_  
Signature of Authorized Representative\_\_\_\_\_  
DateSTATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_ of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)A \_\_\_\_\_ Corporation, on behalf of the corporation. He/she is personally known to me  
(State or place of incorporation)

or has produced \_\_\_\_\_ as identification.

**Return Completed form with supporting documents to:**

**Leon County Purchasing Division**  
**1800-3 N. Blair Stone Road**  
**Tallahassee, Florida 32308**

\_\_\_\_\_  
Signature of Notary\_\_\_\_\_  
Print, Type or Stamp Name of Notary\_\_\_\_\_  
Title or Rank\_\_\_\_\_  
Serial Number, if any

**CONTRACTOR'S BUSINESS INFORMATION**

**COMPANY INFORMATION**

Name:	
Street Address:	
City, State, Zip:	
Taxpayer ID Number:	
Telephone:	Fax:
Trade Style Name:	

**TYPE OF BUSINESS ORGANIZATION** (check one)

<input type="checkbox"/>	Sole Proprietorship	<input type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify )
<input type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: \_\_\_\_\_ Date Established: \_\_\_\_\_

**AUTHORIZED SIGNATORIES/NEGOTIATORS**

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail



**FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD**

Please provide the following information for all licenses required by Florida Statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee:	
License Type:	
License Number:	Expiration Date:
Qualified Business License (certificate of authority) number:	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

**LIST COMPANIES FROM WHOM YOU OBTAIN SURETY**

**BONDS Surety Company 1**

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

**Surety Company 2**

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

Present Amount of Bonding Coverage(\$):	Has your application for surety bond ever been declined?  <input type="checkbox"/> Yes <input type="checkbox"/> No  <i>(If yes, please provide detailed information on reverse)</i>	During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?  <input type="checkbox"/> Yes <input type="checkbox"/> No  <i>(If yes, please provide detailed information on reverse)</i>
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**THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE**

**THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

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

Printed Name and Title: \_\_\_\_\_

### Employment Eligibility Verification

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "'Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
  - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

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Signature

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Date

## MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM

Bidder: \_\_\_\_\_

All bidders, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their bid. Through submission of its bid, Bidder certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the bidder to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County.

DIRECTIONS: Each bidder must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All bidders are to list subcontractors as appropriate in Sections 3 and 4.

### SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION

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The aspirational target for this project is:

Aspirational Target for Construction

M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

### SECTION 2 - GOOD FAITH EFFORT

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The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. These criteria are used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the bidder's Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as Good Faith and provide documentation of all Good Faith Efforts completed by your firm may result in your bid being determined as non-responsive. Please check the appropriate boxes that apply to your good faith activities:
  - a. Advertised for participation by MWBEs in non-minority and minority publications within the Market

area, including a copy of the advertisement and proof of the date(s) it appeared or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBE's referred to the bidder by the MWSBE Division for the goods and services to be subcontracted and/or supplied.

- b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Contractors as applicable to the aspirational Target.
- c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid.
- d. Contacted MBEs and/or WBEs who provide the services needed for the bid.
- e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid related items at no charge to the M/WBEs.
- g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid deadline, regarding problems the with bidder is having in achieving and/or reaching the aspirational targets.
- h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

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- 2. Prime contractors will negotiate in good faith with interested MWSBE's, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation. The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
- 3. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid as non-responsive.

PARTICIPATION PLAN FORM continued on following pages.

### SECTION 3 – BIDDER’S PROPOSED MWBE PARTICIPATION

Bidder shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

MBE and WBE Intended Utilization					
Firm’s Name (Requires Leon County or City of Tallahassee MWBE certification) <sup>1</sup>	Firm’s Location/Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm’s Telephone Number	Ethnic Group <sup>2</sup> (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
a.					
b.					
c.					
d.					
e.					
f.					
g.					
Total Bid Amount \$		Total MWBE Participation \$		MBE Participation % WBE Participation % <u>(MBE or WBE Participation \$</u> Total Bid \$)	

<sup>1</sup>Certification Attach and submit a copy of each MBE and WBE certification with the bid.

<sup>2</sup>Ethnic Group Use following abbreviations for MBE’s: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.

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**SECTION 4 - NON-MWBE SUBCONTRACTORS**

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Bidder shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a.				
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i.				

# BANK OF AMERICA 1ST FLOOR RENOVATIONS

## OFFICE OF ECONOMIC VITALITY

### TALLAHASSEE, FLORIDA



<p><b>SCOPE OF WORK</b></p> <p>BRIEFLY AND WITHOUT FORCE AND EFFECT UPON THE CONTRACT DOCUMENTS, THE WORK OF THE CONTRACT CAN BE SUMMARIZED AS FOLLOWS:</p> <p>THE WORK INCLUDES INTERIOR RENOVATIONS TO A PORTION OF THE 1ST FLOOR AS INDICATED ON THE PLANS INCLUDING SELECTIVE DEMOLITION OF INTERIOR PARTITION WALLS, CASEWORK, FLOORING, CEILING GRID, TILES AND LIGHTING FIXTURES, INSTALLATION OF NEW INTERIOR PARTITION WALLS, PRIMING AND PAINTING 2 COATS TO NEW WALLS AS WELL AS PATCHING/PAINTING EXISTING WALLS, NEW DOORS, FLOORING, AND INSTALLATION OF NEW CASEWORK. ADDITIONAL WORK INCLUDES MODIFICATIONS TO THE HVAC SYSTEM, CONTROLS AND DUCTWORK, ELECTRICAL WIRING FOR NEW LIGHTING FIXTURES AND POWER OUTLETS.</p>
<p><b>BUILDING AND FIRE CODES</b></p> <p>FLORIDA BUILDING CODE (FBC), 6TH EDITION (2017) FLORIDA ACCESSIBILITY CODE (FAC), 6TH EDITION (2017) FLORIDA EXISTING BUILDING CODE (FBC-EB), 6TH EDITION (2017) FLORIDA FUEL GAS CODE (FPGC), 6TH EDITION (2017) FLORIDA MECHANICAL CODE (FMC-M), 6TH EDITION (2017) FLORIDA PLUMBING CODE (FPC-P), 6TH EDITION (2017) FLORIDA FIRE PREVENTION CODE (FFPC), 6TH EDITION (2017) NATIONAL ELECTRICAL CODE (NEC), 2014 EDITION ASCE STANDARD 7-10 (STRUCTURAL WIND LOAD CRITERIA)</p> <p>FLORIDA PRODUCT APPROVAL: AS REQUIRED BY FLORIDA STATUTE 553.842 AND FLORIDA ADMINISTRATIVE CODE 9B-72, PROVIDE INFORMATION AND PRODUCT APPROVAL NUMBER(S) ON THE BUILDING COMPONENTS UTILIZED ON THE CONSTRUCTION PROJECT REQUIRING PERMITTING AFTER APRIL 1, 2004. REFER TO WWW.FLORIDABUILDING.ORG FOR MORE INFORMATION.</p>
<p><b>DISCLAIMER</b></p> <p>PER CHAPTER 119, FLORIDA STATE STATUTES, ALL DRAWINGS AND SPECIFICATIONS CONTAINED HEREIN ARE CONFIDENTIAL.</p> <p>THESE DOCUMENTS ARE THE PROPRIETARY PROPERTY OF MLD ARCHITECTS AND SHALL NOT BE COPIED OR REPRODUCED WITHOUT WRITTEN AUTHORIZATION. THE CONTRACT DOCUMENTS WERE PREPARED FOR THE USE ON THIS SPECIFIC SITE IN CONJUNCTION WITH ITS ISSUE DATE AND ARE NOT SUITABLE FOR USE ON A DIFFERENT SITE OR AT A LATER TIME. USE OF THESE DRAWINGS FOR REFERENCE OR EXAMPLE ON ANOTHER PROJECT REQUIRES THE SERVICES OF PROPERLY LICENSED ARCHITECTS AND ENGINEERS. REPRODUCTION OF THE CONTRACT DOCUMENTS FOR REUSE ON ANOTHER PROJECT IS NOT AUTHORIZED.</p> <p>ELECTRONIC DISTRIBUTION OF THESE DOCUMENTS IS NOT AUTHORIZED, UNLESS SPECIFICALLY APPROVED BY PROJECT ARCHITECT IN WRITING.</p>

<p><b>GENERAL NOTES</b></p> <ol style="list-style-type: none"><li>1. THE EXISTING PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND ALL CONDITIONS. IF THE CONTRACTOR IS UNABLE TO INTERPRET THE CONTRACT DOCUMENTS, HE IS RESPONSIBLE FOR REQUESTING CLARIFICATION IN WRITING TO THE ARCHITECT. IF THE CONTRACTOR PROCEEDS WITH ANY WORK BEFORE OBTAINING CLARIFICATION, HE SHALL BE HELD RESPONSIBLE FOR ALL DEFICIENCIES ASSOCIATED THERE WITHIN.</li><li>2. BEFORE SUBMITTING FOR THE WORK, EACH BIDDER WILL BE HELD TO HAVE EXAMINED THE PREMISES AND SATISFIED HIMSELF AS TO THE EXISTING CONDITIONS UNDER WHICH HE WILL BE OBLIGED TO OPERATE AND COMPLETE THE WORK UNDER THIS CONTRACT. NO ALLOWANCE WILL BE MADE SUBSEQUENTLY IN THIS CONNECTION ON BEHALF OF THE CONTRACTOR FOR ANY ERROR OR NEGLIGENCE ON HIS PART.</li><li>3. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING CLEAR EXIT WAYS. WHERE AN EXIT MUST BE TEMPORARILY BLOCKED, CONTRACTOR SHALL PROVIDE THE REQUIRED BARRICADE AND DIRECTIONAL SIGNS FOR TEMPORARY EXITING AND SAFETY.</li><li>4. CONTRACTOR SHALL ERECT AND MAINTAIN ALL REASONABLE SAFEGUARDS FOR SAFETY AND HEALTH INCLUDING POSTING DANGER SIGNS AND OTHER WARNINGS AGAINST HAZARDS, AS WELL AS POSTING APPLICABLE SAFETY REGULATIONS. CONTRACTOR SHALL PROVIDE SAFETY PRECAUTIONS AND BARRICADES FOR PEDESTRIANS AT CONSTRUCTION, VEHICLE ACCESS AND EGRESS LOCATIONS.</li><li>5. NORMAL OPERATIONS OF THE REMAINING FACILITY SHALL CONTINUE DURING DEMOLITION AND CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND SEQUENCE DEMOLITION AND CONSTRUCTION TO MINIMIZE INTERRUPTIONS TO NORMAL OPERATIONS OF THE FACILITY.</li><li>6. ALL PROPOSED INTERRUPTIONS TO OPERATIONS AND EQUIPMENT SHALL BE REVIEWED WITH AND APPROVED BY THE OWNER PRIOR TO STARTING SUCH WORK UNLESS OTHERWISE APPROVED IN WRITING.</li><li>7. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE AND SEQUENCE DEMOLITION AND CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT A COMPLETELY DETAILED CONSTRUCTION SCHEDULE AND PLAN PRIOR TO PRE-CONSTRUCTION CONFERENCE.</li><li>8. CONTRACTOR SHALL BE RESTRICTED TO AREAS SPECIFIED BY OWNER FOR ON SITE STORAGE OF CONSTRUCTION MATERIALS. COMPARTMENT TRAILERS OR SIMILAR PROTECTIVE STORAGE FACILITIES MAY BE UTILIZED ON SITE TO SECURE ALL EQUIPMENT AND ITEMS REMOVED DURING PROJECT WORK. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION AND SECURITY OF ALL EQUIPMENT AND ITEMS REMOVED.</li><li>9. CONTRACTOR MAY UTILIZE AVAILABLE ELECTRICAL POWER AND WATER UTILITIES AT PROJECT JOB SITE.</li><li>10. DUE TO THE NATURE OF THE FACILITY, THE CONTRACTOR SHALL BE REQUIRED TO PROVIDE SPECIAL SECURITY MEASURES AT THE JOBSITE. ALL TOOLS, MATERIALS, EQUIPMENT, ETC. SHALL BE SECURED. SECURITY PROCEDURES WILL BE REVIEWED AT THE PRE-CONSTRUCTION CONFERENCE.</li><li>11. ALL WORK SHALL COMPLY WITH APPLICABLE <u>OSHA</u> AND <u>E.P.A.</u> REGULATIONS AND GUIDELINES.</li><li>12. INSTALL WORK IN ACCORDANCE WITH THE CODES LISTED ON THE COVER SHEET. WHERE CONFLICTS OCCUR BETWEEN CODES AND BETWEEN THE CONSTRUCTION DOCUMENTS AND CODES, THE MOST RESTRICTIVE REQUIREMENTS SHALL GOVERN.</li><li>13. CONTRACTOR SHALL FURNISH 'AS-BUILT' DRAWINGS TO THE ARCHITECT AT COMPLETION OF THE CONSTRUCTION. CHANGES SHALL BE INDICATED CLEARLY BY MECHANICAL DRAFTING METHODS.</li><li>14. CONTRACTOR SHALL MAINTAIN A CLEAN WORK PREMISES AT ALL TIMES AND SHALL CLEAN CONSTRUCTION SITE OF ALL DEBRIS DAILY.</li><li>15. CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE EXISTING SURFACES AND SHALL BE RESPONSIBLE FOR RETURNING DAMAGED AREAS (MATERIALS, FINISHES, LANDSCAPE, ETC.) TO THEIR ORIGINAL CONDITION. ALL DISTURBED AREAS OF SOIL TO BE SOODED. ALL PLANTING REPLACEMENT TO BE GUARANTEED FOR ONE YEAR.</li><li>16. CONTRACTOR SHALL ERECT ALL SAFEGUARDS TO PROTECT AREAS ADJACENT TO BUILDING SITES. INSTALL SILT FENCING AS REQUIRED TO CONTAIN CONSTRUCTION RUNOFF. REMOVE DEBRIS FROM JOB SITE DAILY AND ADHERE TO ENVIRONMENTAL REGULATIONS.</li></ol>
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<p><b>DRAWING INDEX</b></p> <p>G100 TITLE SHEET</p> <p>A000 SCHEDULES &amp; NOTES</p> <p>A001 LIFE SAFETY PLANS</p> <p>A100 DEMOLITION PLAN</p> <p>A101 RENOVATION PLAN</p> <p>A102 FURNITURE PLAN</p> <p>A400 REFLECTED CEILING PLAN</p> <p>A500 DETAILS</p> <p>A501 DETAILS</p> <p>A600 INTERIOR ELEVATIONS</p> <p>M001 GENERAL NOTES, LEGENDS &amp; SCHEDULES - MECHANICAL</p> <p>M002 MECHANICAL SPECIFICATIONS</p> <p>M100 DEMOLITION PLAN - HVAC</p> <p>M101 RENOVATION PLAN - HVAC</p> <p>M501 DETAILS - MECHANICAL</p> <p>P001 GENERAL NOTES, LEGENDS &amp; DETAILS - FIRE PROTECTION</p> <p>F100 DEMOLITION PLAN - FIRE PROTECTION</p> <p>F101 RENOVATION PLAN - FIRE PROTECTION</p> <p>E001 GENERAL NOTES &amp; LEGEND - ELECTRICAL</p> <p>E100 DEMOLITION PLAN - LIGHTING</p> <p>E101 RENOVATION PLAN - LIGHTING</p> <p>E200 DEMOLITION PLAN - POWER</p> <p>E201 RENOVATION PLAN - POWER</p> <p>E301 DETAILS - ELECTRICAL</p>
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CONSULTANTS

MECHANICAL / ELECTRICAL / PLUMBING

MLD ARCHITECTS, INC.  
14 E. 5TH AVENUE  
TALLAHASSEE, FL 32303  
(904) 224-7522

ARCHITECTURE  
INTERIOR DESIGN  
BUILDING ENVELOPE

225 E. UNIVERSITY BLVD., SUITE 200  
TALLAHASSEE, FL 32301  
TEL: (904) 224-7522  
WWW.MLDARCHITECTS.COM

BANK OF AMERICA 1ST FLOOR RENOVATIONS  
OFFICE OF ECONOMIC VITALITY  
TALLAHASSEE, FLORIDA

100% SUBMITTAL

PROJ. NO. 1406119

DATE 09/27/2019

DRAWN ZAP

CHECKED PH

APPROVED PH

REVISION

REVISION DATE

TITLE SHEET

G100

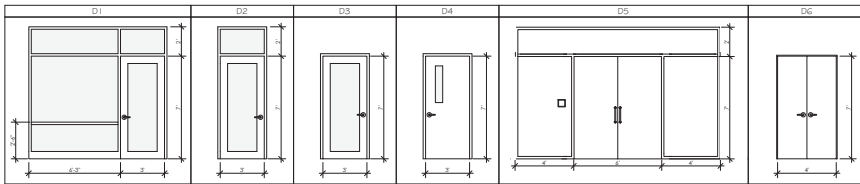


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				NORTH	SOUTH	EAST	WEST	HEIGHT	FINISH	
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02	EXPANSION	EX	EX	EX	EX	EX	EX	EX	EX	
03	CONFERENCE	F1	B1	P1	P1	P1	P1	11'-5"	C1 / C2 / C3	
04	RECEPTION	F1 / F2	B1	P1	P1	P1	P1	9'-6"	C1 / C2	FINISH NOTE 4
05	COPY	F1	B1	P1	P1	P1	P1	VARIES	C1 / C2	
06	IT	F4	B1	P1	P1	P1	P1	OPEN		
07	OPEN OFFICE	F1 / F2	B1	P1	P1	P1	P1	VARIES	C2 / C4	
08	COLLABORATION	F1 / F2	B1	P1	P1	P1	P1	VARIES	C2 / C4	
09	OFFICE A	F1	B1	P1	P1	P1	P1	10'-0"	C1 / C2	
10	OFFICE D	F1	B1	P1	P1	P1	P1	9'-0"	C1 / C2	
11	OFFICE B	F1	B1	P1	P1	P1	P1	10'-0"	C1 / C2	
12	OFFICE D	F1	B1	P1	P1	P1	P1	9'-0"	C1 / C2	
13	OFFICE D	F1	B1	P1	P1	P1	P1	9'-0"	C1 / C2	
14	OFFICE D	F1	B1	P1	P1	P1	P1	9'-0"	C1 / C2	
15	OFFICE D	F1	B1	P1	P1	P1	P1	9'-0"	C1 / C2	
16	OFFICE D	F1	B1	P1	P1	P1	P1	9'-0"	C1 / C2	
17	OFFICE D	F1	B1	P1	P1	P1	P1	9'-0"	C1 / C2	
18	OFFICE B	F1	B1	P1	P1	P1	P1	10'-0"	C1 / C2	
19	OFFICE D	F1	B1	P1	P1	P1	P1	9'-0"	C1 / C2	

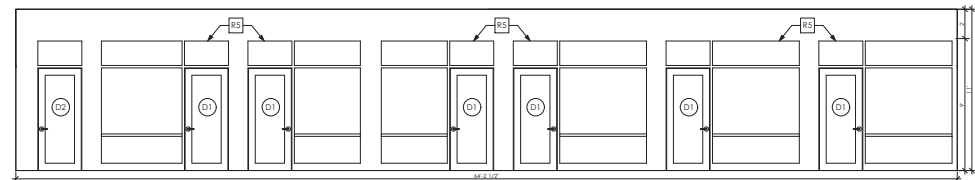
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A000  
FINISH SCHEDULE

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		WIDTH	HEIGHT	MATERIAL	FINISH	MATERIAL	FINISH			
D1	6	3'	7'	AL	---	AL	AL	H1	G2	FINISH NOTE 3
D2	1	3'	7'	AL	---	AL	AL	H1	G2	FINISH NOTE 3
D3	4	3'	7'	AL	---	AL	AL	H1	G2	FINISH NOTE 3
D4	2	3'	7'	WD	---	HM	---	H2	G1	FINISH NOTE 3
D5	1	6'	7'	AL	---	AL	AL	H4	G3	FINISH NOTE 3
D6	1	4'	7'	WD	---	HM	---	H3	---	---

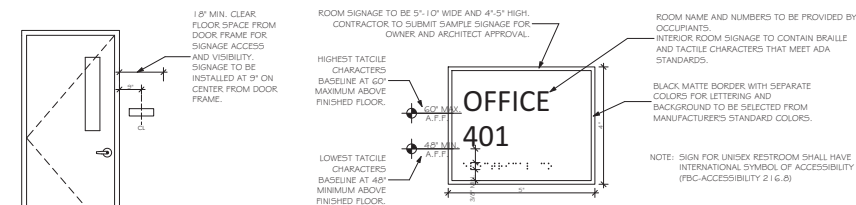
2  
A000  
DOOR SCHEDULE



3  
A000  
DOOR ELEVATION  
SCALE: 1/4" = 1'-0"



4  
A000  
OFFICE STOREFRONT ELEVATION  
SCALE: 1/4" = 1'-0"



5  
A000  
INTERIOR WALL SIGNAGE  
SCALE: 1/2" = 1'-0"

6  
A000  
SIGNAGE DETAIL  
SCALE: 6" = 1'-0"

FINISH SCHEDULE NOTES

- FLOOR**  
F1 - CARPET TILE - SHAW, MINIMAL TILE, FINISH COLOR FRINGE - 64565  
F2 - CARPET TILE - SHAW, MINIMAL TILE, FINISH COLOR VERGE - 64555  
F3 - LVT - SHAW, UNCOMMON GROUND 6, FINISH COLOR SAND DUNE - 02160  
F4 - STATIC DISSIPATIVE TILE - ARMSTRONG, FINISH COLOR FOSSIL GRAY - 51956
- CEILING**  
C1 - ACOUSTICAL CEILING TILE - ARMSTRONG, ULTIMA, TEGULAR, WHITE, 24"x24"  
C2 - GYPSUM BOARD - F4  
C3 - LAMINATE - WILSONART, HPL, COLOR TO BE CHOSEN BY OWNER  
C4 - BATTLE BOARD - ARMSTRONG, METALWORKS BLADES, CLASSICS, ACOUSTICAL, WOOD LOOK EFFECTS, COLOR TO BE CHOSEN BY OWNER
- WALL BASE**  
B1 - VINYL BASE - BURKE, STANDARD 4", COLOR TO BE CHOSEN BY OWNER
- DOORS**  
WD - WOOD - SKIN SPECIES TO BE SELECTED BY OWNER  
GL - GLASS
- PAINTS**  
P1 - SHERWIN WILLIAMS - TO BE SELECTED BY OWNER  
P2 - SHERWIN WILLIAMS - TO BE SELECTED BY OWNER  
P3 - SHERWIN WILLIAMS - DOOR TRIM - MATCH TO BASE  
P4 - SHERWIN WILLIAMS - CEILING - WHITE
- NOTES**  
1. ALL ROOMS SHALL HAVE NEW SIGNAGE INSTALLED.  
2. ALL FLOORING CHANGES SHALL RECEIVE A TRANSITION STRIP.  
3. FINISHES TO BE CHOSEN FROM MANUFACTURER'S STANDARDS.  
4. PROVIDE LEVEL 5 FINISH ON DRYWALL ON SOUTH WALL OF RECEPTION 04.  
5. ROUND ALL CORNERS OF COUNTERTOPS IN PATHS OF TRAVEL WITHIN PROJECT.

HARDWARE SCHEDULE

- H1 - 3 HINGES, LEVER HANDLE, OFFICE LOCKSET, DOOR STOP, SILENCER  
H2 - 3 HINGES, LEVER HANDLE, PASSAGE LOCKSET, DOOR STOP, SILENCER  
H3 - 6 HINGES, FLUSH BOLTS, LEVER HANDLE, STOREROOM LOCKSET, DOOR STOP, SILENCER  
H4 - HARDWARE PROVIDED BY FURNITURE VENDOR
- NOTE: FIELD VERIFY ALL DOOR AND WINDOW DIMENSIONS PRIOR TO ORDERING. NOTIFY ARCHITECT OF ANY DISCREPANCIES OR CONFLICTS.

DOOR NOTES

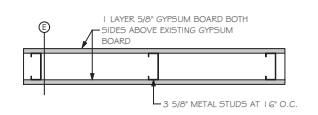
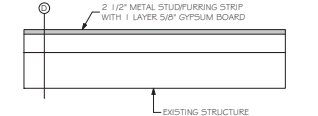
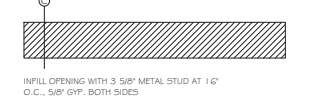
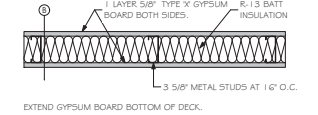
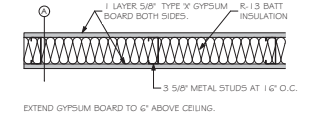
1. EXISTING DOOR TO REMAIN, REGUE AND REPAIR ANY DAMAGE TO DOOR AND FRAME. TREAT WOOD SUBSTRATE WITH PENETRATING HARDENER SOLUTION IN TWO APPLICATIONS. FILL SMALL VOIDS WITH TWO PART EPOXY WOOD FILLER/PATCHING COMPOUND. REFER TO HARDWARE SCHEDULE FOR NEW HARDWARE FOR ANY EXISTING DOORS TO REMAIN.
- GLAZING**  
G1 - VIEW LIGHT, 6" x 30" (TYP.)  
G2 - FULL LITE DOOR 2' x 6'-0" (TEMPERED GLAZING)  
G3 - PROVIDED BY FURNITURE VENDOR

ABBREVIATIONS

N.I.C.	NOT IN CONTRACT	EX	EXISTING
A.F.F.	ABOVE FINISH FLOOR	WD	WOOD
SIM.	SIMILAR	HM	HOLLOW METAL
TYP.	TYPICAL	ST	STAIN
MIR.	MIRROR		

WALL TYPES

ALL METAL STUD ANCHORAGE SHALL BE BY POWER DRIVEN FASTENERS 24" O.C. ANCHOR TO CONCRETE SLAB. BRACE TO EXISTING CEILING STRUCTURE AS NEEDED.



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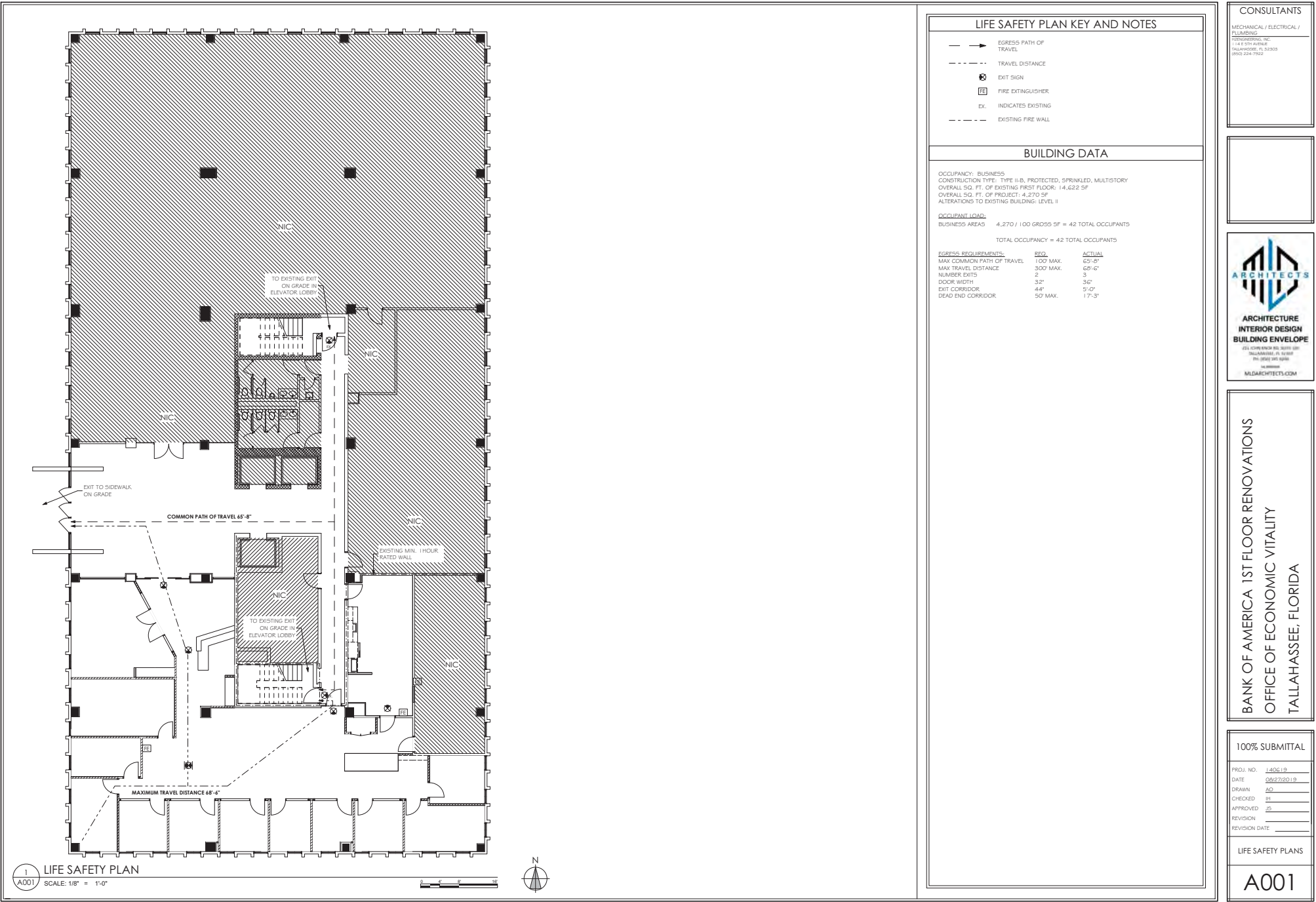
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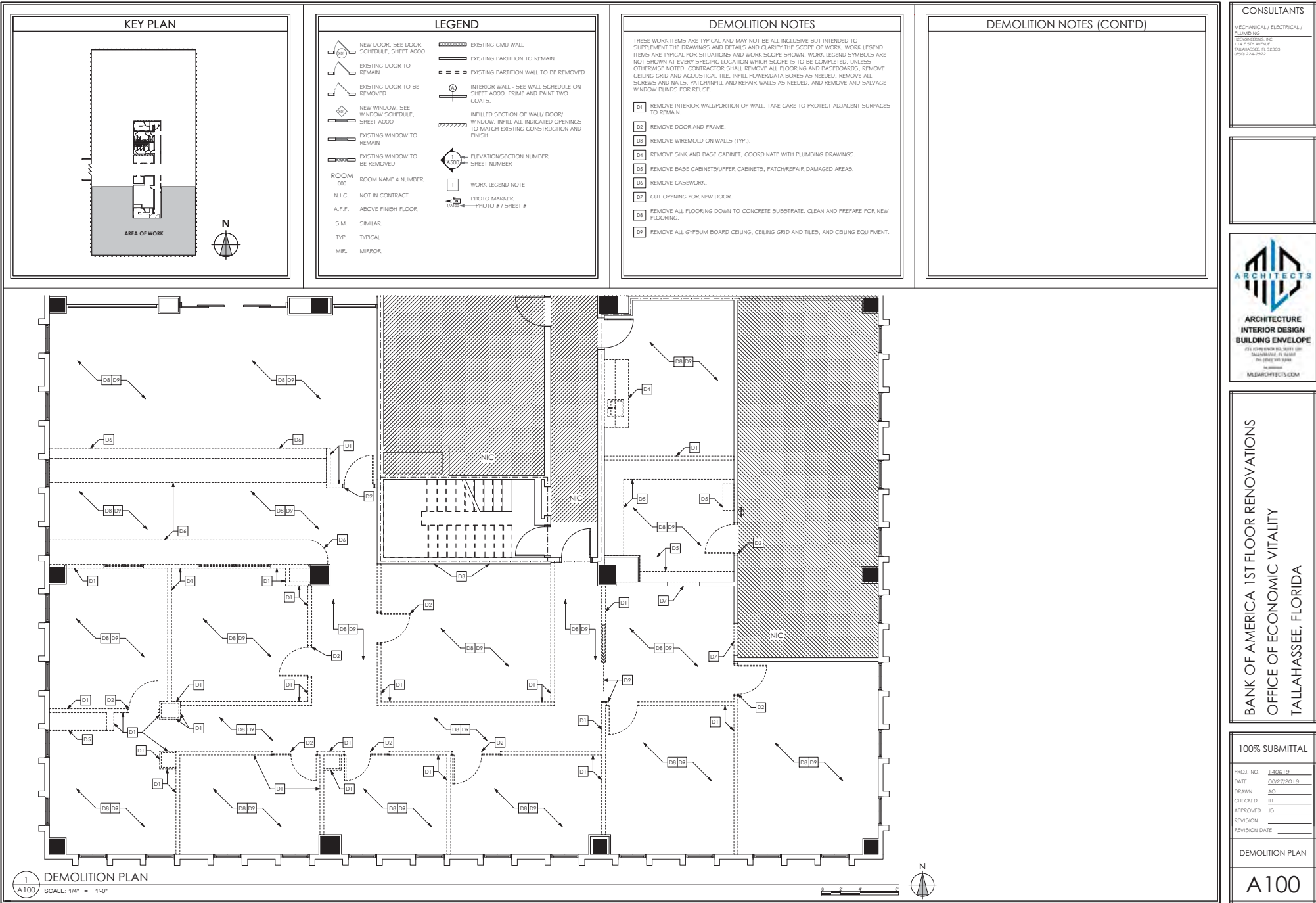
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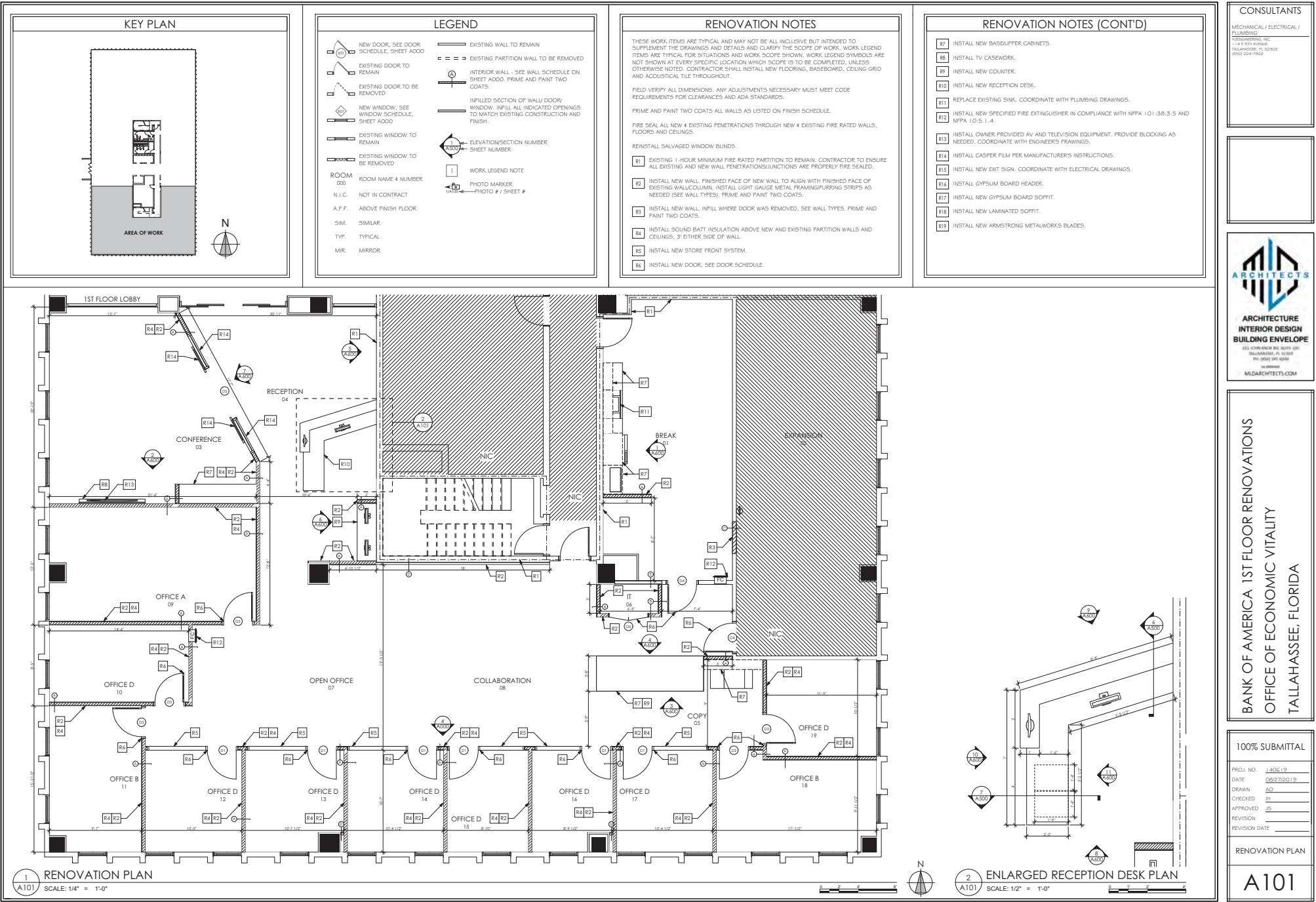
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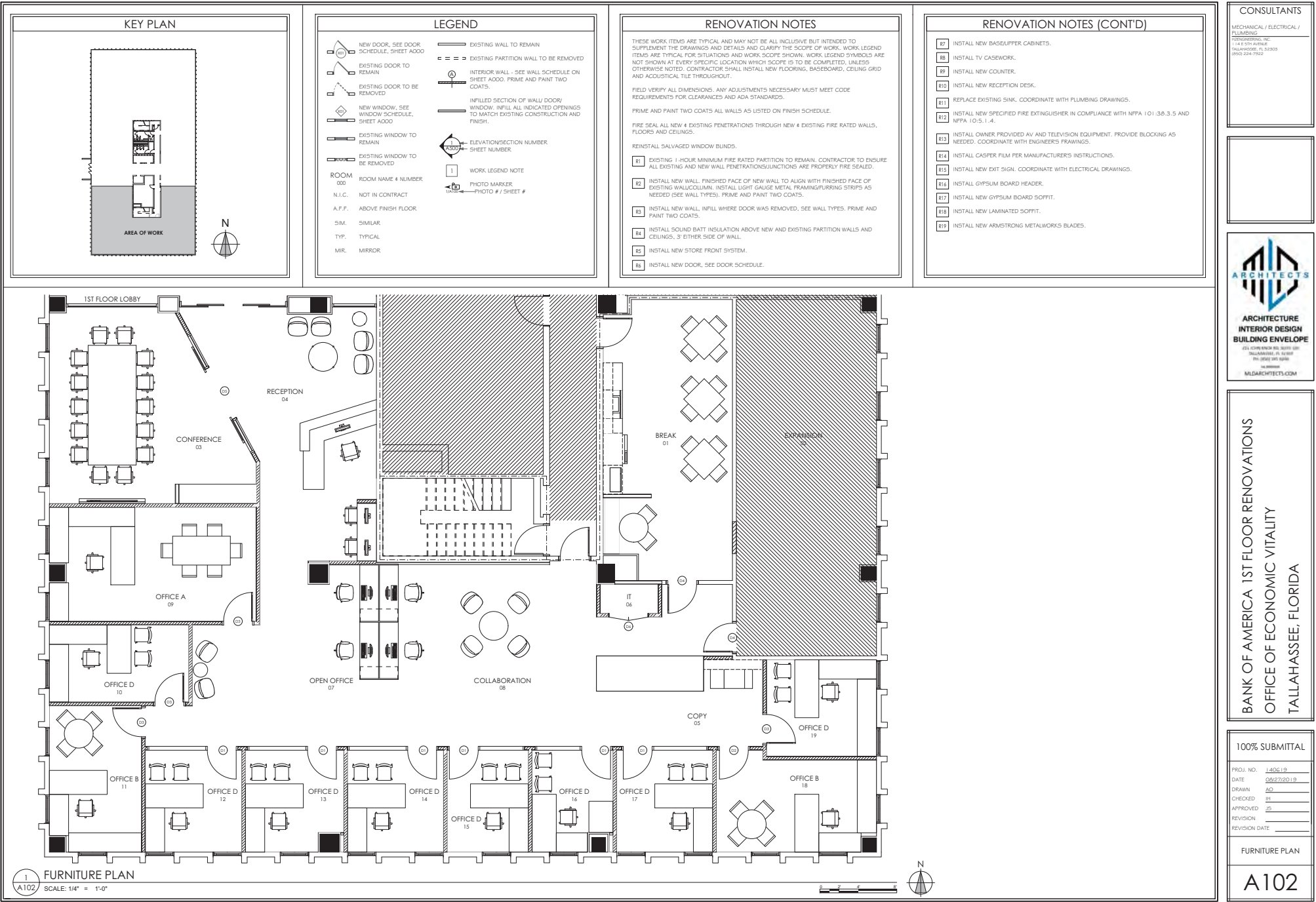
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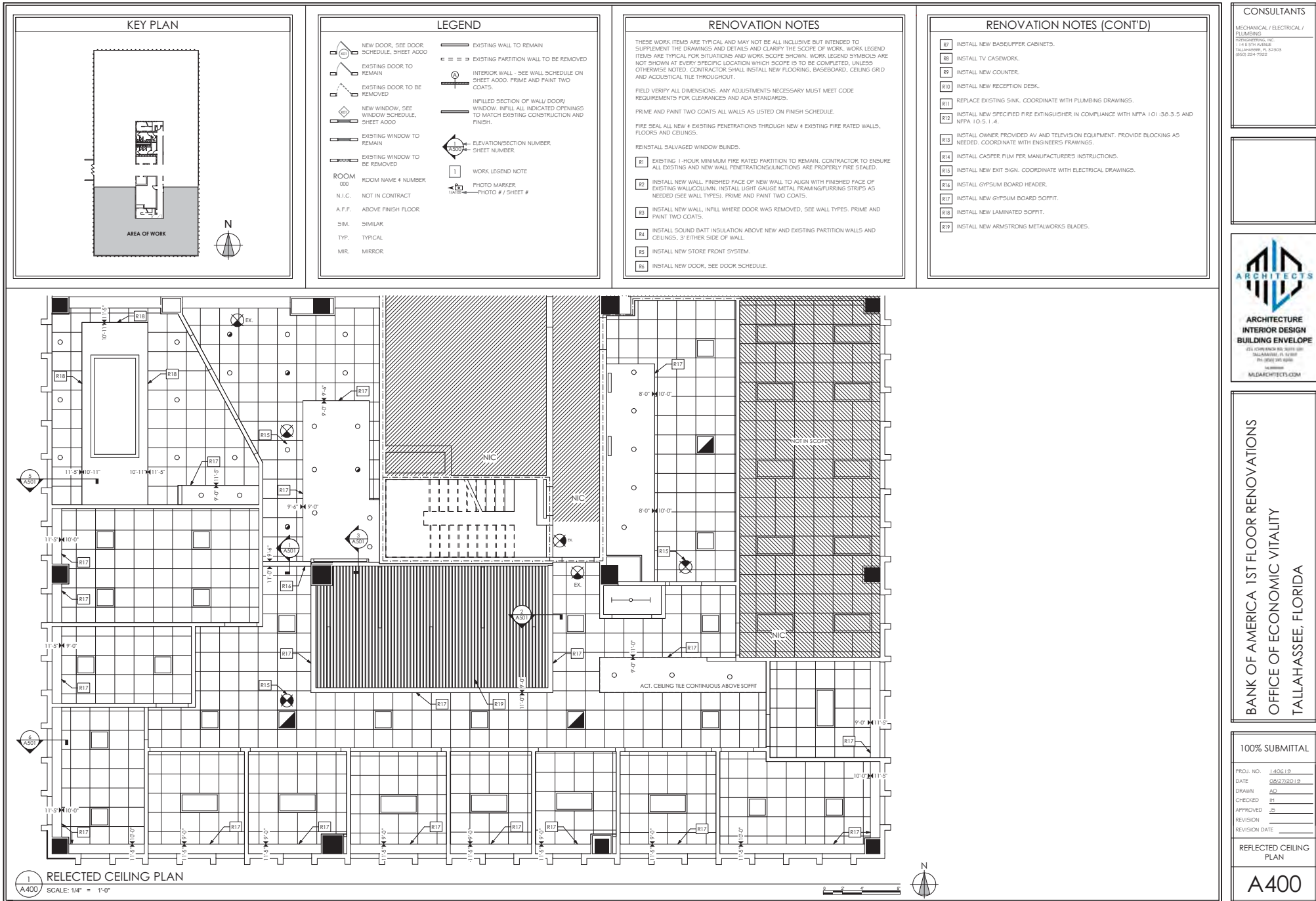
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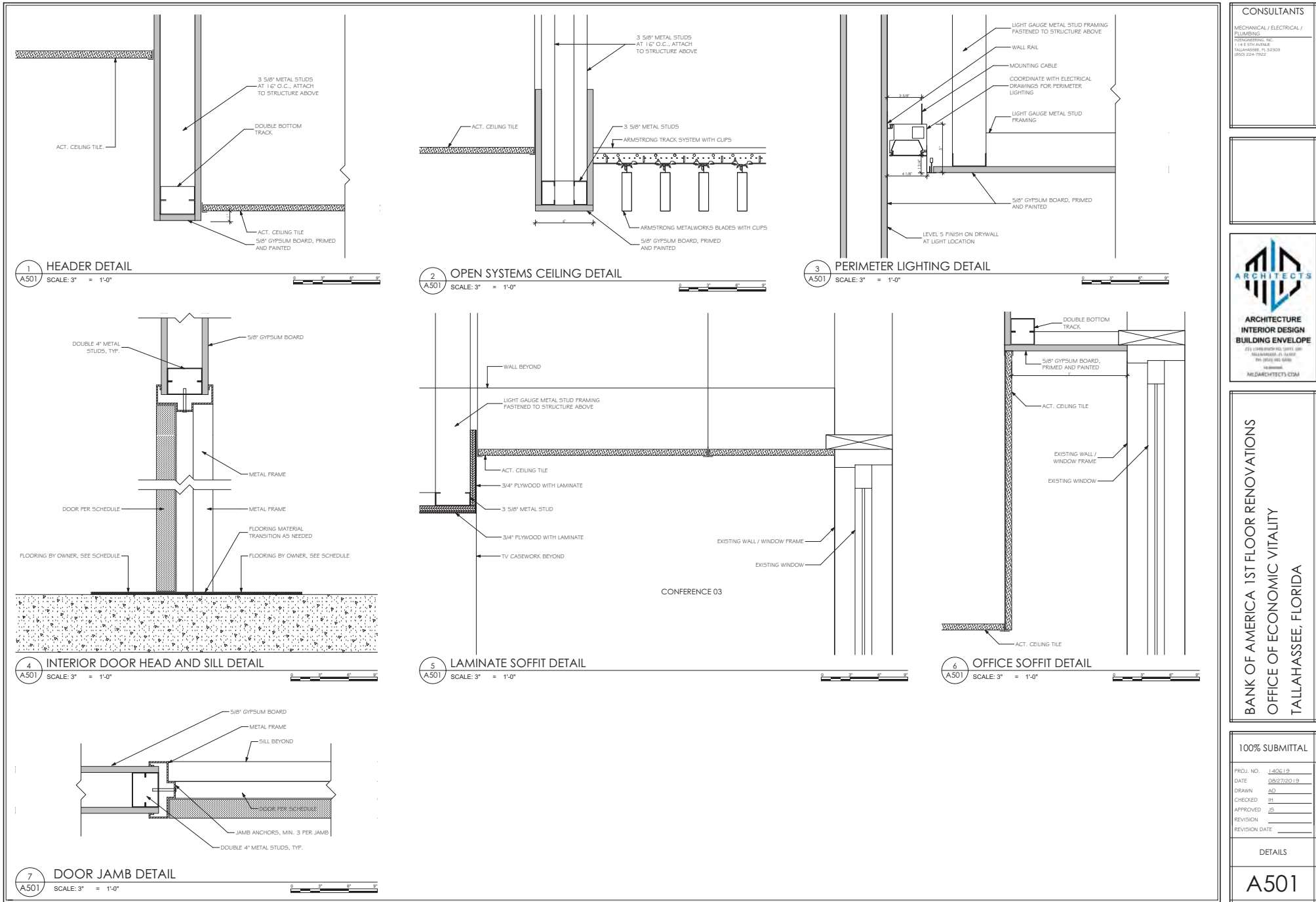




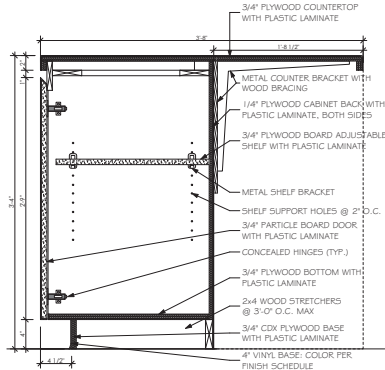




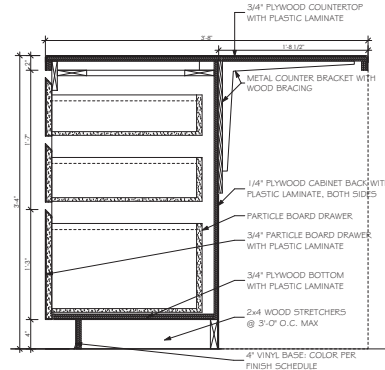




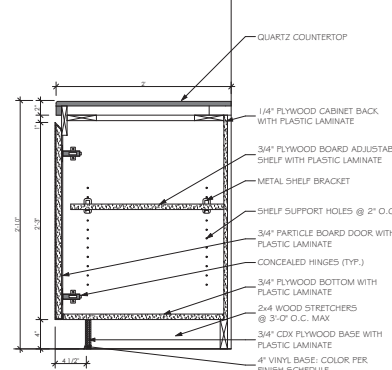




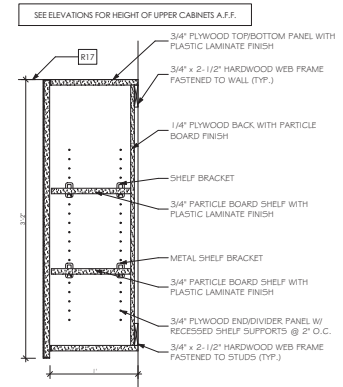
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A500 SCALE: 1 1/2" = 1'-0"



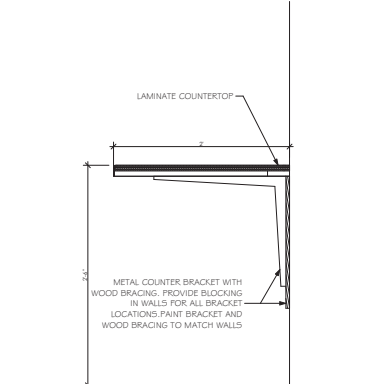
2 COPY CASEWORK DRAWERS  
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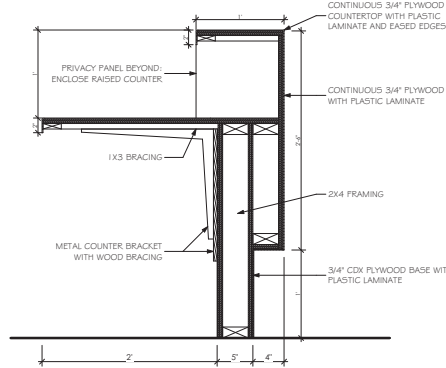
3 CONFERENCE CASEWORK  
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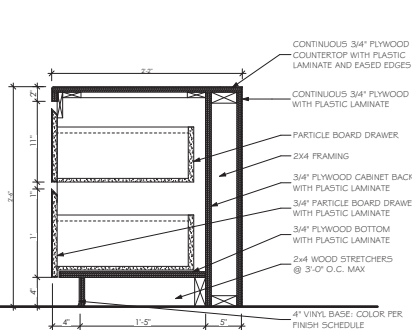
4 CASEWORK OVERHEADS  
A500 SCALE: 1 1/2" = 1'-0"



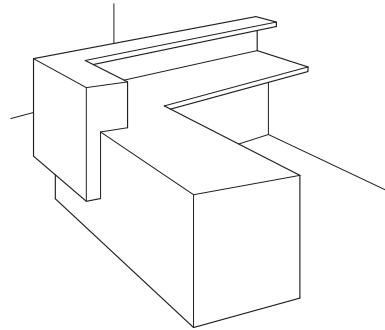
5 WORKSPACE COUNTER  
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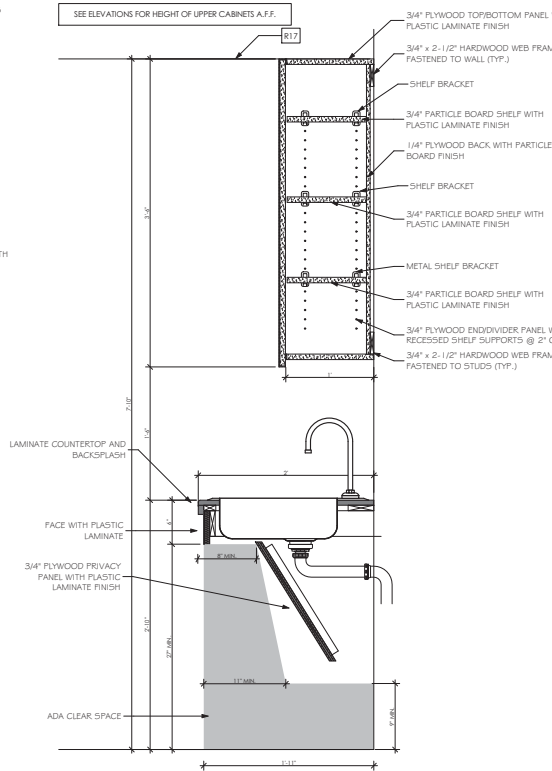
6 RECEPTION DESK DETAIL  
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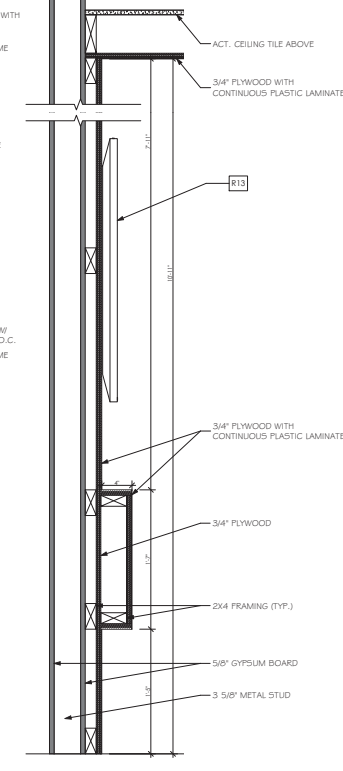
7 RECEPTION DESK DRAWER DETAIL  
A500 SCALE: 1 1/2" = 1'-0"



8 RECEPTION DESK PERSPECTIVE  
A500 SCALE: 1 1/2" = 1'-0"



9 BREAK ROOM SINK  
A500 SCALE: 1 1/2" = 1'-0"



10 TV CASEWORK DETAIL  
A500 SCALE: 1 1/2" = 1'-0"

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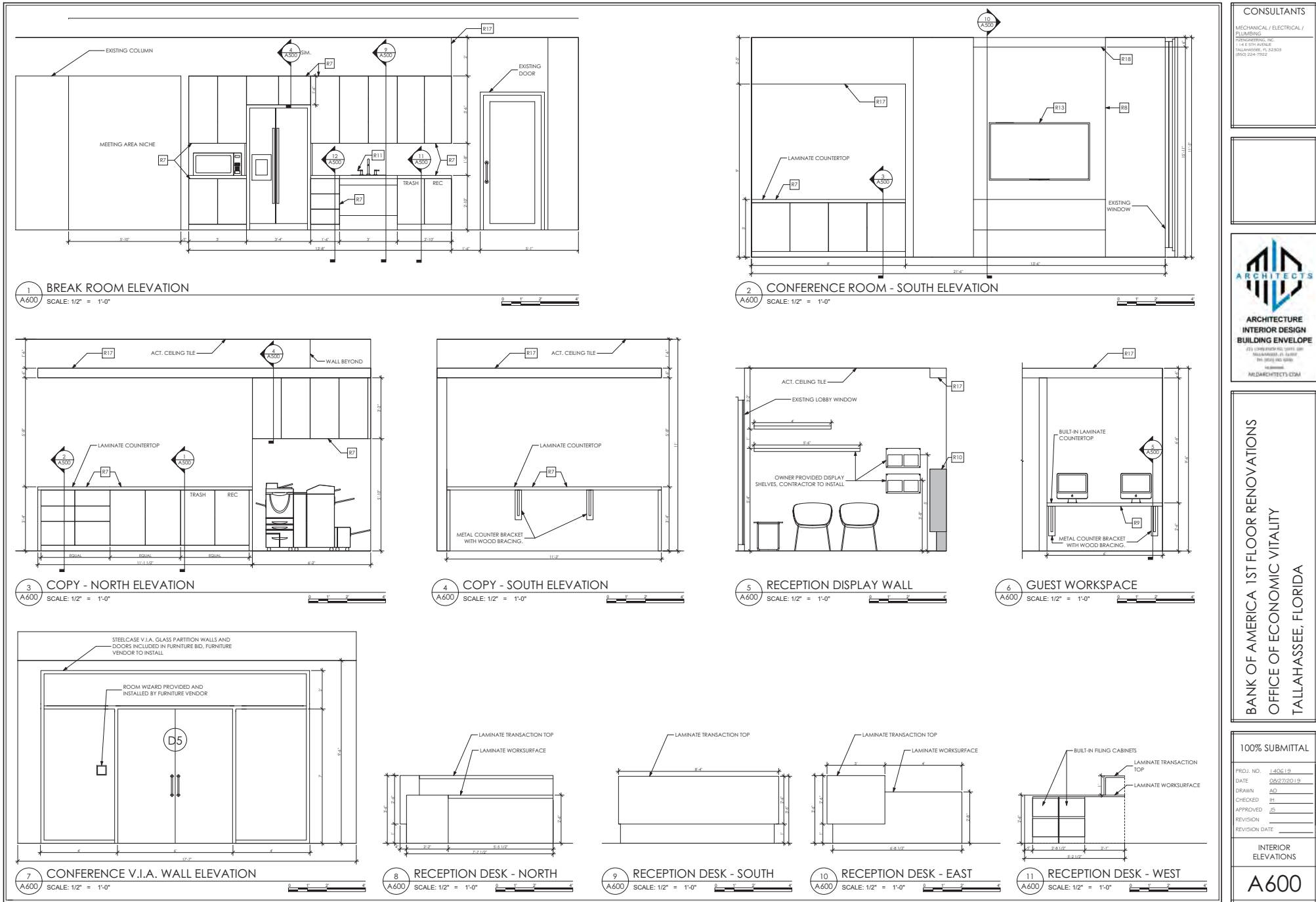
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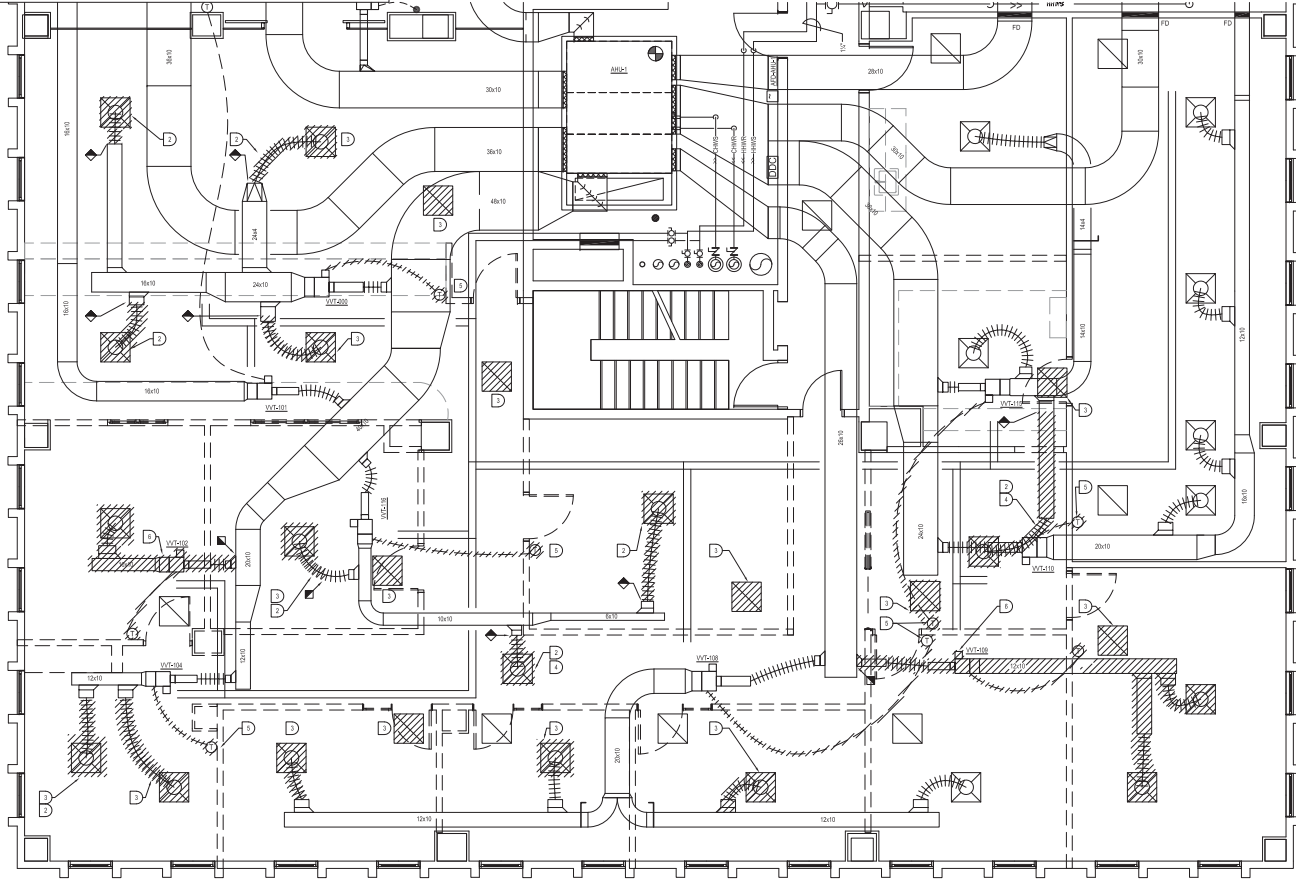
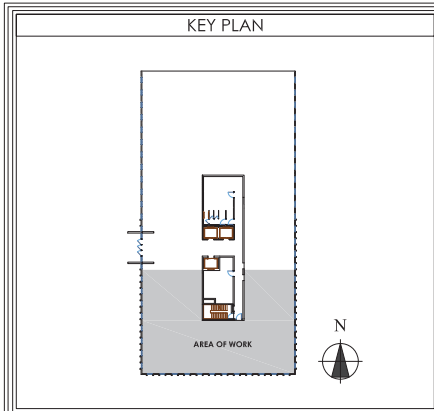
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DUCTLESS SPLIT SYSTEM SCHEDULE - COOLING ONLY				CEILING SUPPLY DIFFUSERS				AIR DISTRIBUTION				HVAC NOTES				GENERAL NOTES			
INDOOR UNIT DESIGNATION				SYMBOL				FACE DIMENSION				1. PRESSURE TEST PIPING SYSTEMS NEW WATER AT 150 PSI FOR A MINIMUM OF 4 HOURS. FOR AIR TEST LEAK PRESSURE ON SYSTEM FOR 24 HOURS. SYSTEM SHALL BE VERIFIED TO LEAK FREE AND APPROPRIATELY SEAL. TEMPERATURES FOLLOWING TYPICAL. PRESSURES SHALL REMAIN OR EXCEED 150 PSI, INSPECTED BY ENGINEER.				1. DRAWINGS ARE INDICATIVE. INDICATIVE OF WORK TO BE FURNISHED AND INSTALLED UNDER THIS CONTRACT. REFER TO ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR DIMENSIONS.			
OUTDOOR UNIT DESIGNATION				CFM				HARD CEILING				2. INSULATE EXTERIOR CONDENSER WATER PIPING AND MAKEUP WATER PIPING WITH JOINTS ON PIPES, SEE SPECIFICATIONS.				2. FIELD VERIFY DIMENSIONS AND CONDITIONS. IF THE CONTRACTOR IS UNABLE TO INTERPRET THE CONTRACT DOCUMENTS, HE IS RESPONSIBLE TO REQUEST CLARIFICATION FROM THE ARCHITECT. IF HE PROCEEDS WITH ANY WORK BEFORE OBTAINING CLARIFICATION HE SHALL BE HELD RESPONSIBLE FOR CONSEQUENCES ASSOCIATED THEREWITH.			
TOTAL COOLING CAPACITY				12000 - 12000				12000				3. BEFORE SUBMITTING FOR THE WORK, EACH BIDDER SHALL BE RESPONSIBLE TO EXAMINE THE PREMISES AND SATISFY HIMSELF AS TO THE EXISTING CONDITIONS UNDER WHICH HE WILL BE REQUIRED TO PERFORM AND COMPLETE THE WORK UNDER THE CONTRACT. NO ALLOWANCE WILL BE SUBSEQUENTLY BE MADE IN THIS CONNECTION OVERLAP OF THE CONTRACTOR FOR ANY ERROR OR OMISSION ON HIS PART.				3. BEFORE SUBMITTING FOR THE WORK, EACH BIDDER SHALL BE RESPONSIBLE TO EXAMINE THE PREMISES AND SATISFY HIMSELF AS TO THE EXISTING CONDITIONS UNDER WHICH HE WILL BE REQUIRED TO PERFORM AND COMPLETE THE WORK UNDER THE CONTRACT. NO ALLOWANCE WILL BE SUBSEQUENTLY BE MADE IN THIS CONNECTION OVERLAP OF THE CONTRACTOR FOR ANY ERROR OR OMISSION ON HIS PART.			
AIR QUANTITY (PER FLOW)				185-340				12000				4. COORDINATE EXACT LOCATION OF AIR DISTRIBUTION EQUIPMENT WITH THE CEILING AND THE LIGHTING LAYOUT.				4. COORDINATE EXACT LOCATION OF AIR DISTRIBUTION EQUIPMENT WITH THE CEILING AND THE LIGHTING LAYOUT.			
CONDENSATE DRAIN SIZE				1/2"				12000				5. PROVIDE NEW AIR FILTERS IN EACH UNIT REQUIRING THEM UNLESS THE PROJECT IS READY FOR TEST AND BALANCE.				5. PROVIDE NEW AIR FILTERS IN EACH UNIT REQUIRING THEM UNLESS THE PROJECT IS READY FOR TEST AND BALANCE.			
UNIT WEIGHT				185-340				12000				6. DUCT OPERABLE UNITS MUST BE INSTALLED IN A LOCATION THAT DOES NOT OBSTRUCT THE VIEW OR THE FUNCTION OF THE DUCT.				6. DUCT OPERABLE UNITS MUST BE INSTALLED IN A LOCATION THAT DOES NOT OBSTRUCT THE VIEW OR THE FUNCTION OF THE DUCT.			
OUTDOOR UNIT DATA				185-340				12000				7. INSULATE EXTERIOR CONDENSER WATER PIPING AND MAKEUP WATER PIPING WITH JOINTS ON PIPES, SEE SPECIFICATIONS.				7. INSULATE EXTERIOR CONDENSER WATER PIPING AND MAKEUP WATER PIPING WITH JOINTS ON PIPES, SEE SPECIFICATIONS.			
ELECTRICAL CHARACTERISTICS				185-340				12000				8. COORDINATE EXACT LOCATION OF AIR DISTRIBUTION EQUIPMENT WITH THE CEILING AND THE LIGHTING LAYOUT.				8. COORDINATE EXACT LOCATION OF AIR DISTRIBUTION EQUIPMENT WITH THE CEILING AND THE LIGHTING LAYOUT.			
MINIMUM CIRCUIT AMPS				185-340				12000				9. PROVIDE NEW AIR FILTERS IN EACH UNIT REQUIRING THEM UNLESS THE PROJECT IS READY FOR TEST AND BALANCE.				9. PROVIDE NEW AIR FILTERS IN EACH UNIT REQUIRING THEM UNLESS THE PROJECT IS READY FOR TEST AND BALANCE.			
MAXIMUM OVERLOAD PROTECTION				185-340				12000				10. DUCT OPERABLE UNITS MUST BE INSTALLED IN A LOCATION THAT DOES NOT OBSTRUCT THE VIEW OR THE FUNCTION OF THE DUCT.				10. DUCT OPERABLE UNITS MUST BE INSTALLED IN A LOCATION THAT DOES NOT OBSTRUCT THE VIEW OR THE FUNCTION OF THE DUCT.			
UNIT WEIGHT				185-340				12000				11. INSULATE EXTERIOR CONDENSER WATER PIPING AND MAKEUP WATER PIPING WITH JOINTS ON PIPES, SEE SPECIFICATIONS.				11. INSULATE EXTERIOR CONDENSER WATER PIPING AND MAKEUP WATER PIPING WITH JOINTS ON PIPES, SEE SPECIFICATIONS.			
REFRIGERANT				185-340				12000				12. COORDINATE EXACT LOCATION OF AIR DISTRIBUTION EQUIPMENT WITH THE CEILING AND THE LIGHTING LAYOUT.				12. COORDINATE EXACT LOCATION OF AIR DISTRIBUTION EQUIPMENT WITH THE CEILING AND THE LIGHTING LAYOUT.			
SEER				185-340				12000				13. PROVIDE NEW AIR FILTERS IN EACH UNIT REQUIRING THEM UNLESS THE PROJECT IS READY FOR TEST AND BALANCE.				13. PROVIDE NEW AIR FILTERS IN EACH UNIT REQUIRING THEM UNLESS THE PROJECT IS READY FOR TEST AND BALANCE.			
MANUFACTURER				185-340				12000				14. DUCT OPERABLE UNITS MUST BE INSTALLED IN A LOCATION THAT DOES NOT OBSTRUCT THE VIEW OR THE FUNCTION OF THE DUCT.				14. DUCT OPERABLE UNITS MUST BE INSTALLED IN A LOCATION THAT DOES NOT OBSTRUCT THE VIEW OR THE FUNCTION OF THE DUCT.			
MODEL NUMBER (INDOOR UNIT)				185-340				12000				15. INSULATE EXTERIOR CONDENSER WATER PIPING AND MAKEUP WATER PIPING WITH JOINTS ON PIPES, SEE SPECIFICATIONS.				15. INSULATE EXTERIOR CONDENSER WATER PIPING AND MAKEUP WATER PIPING WITH JOINTS ON PIPES, SEE SPECIFICATIONS.			
MODEL NUMBER (OUTDOOR UNIT)				185-340				12000				16. COORDINATE EXACT LOCATION OF AIR DISTRIBUTION EQUIPMENT WITH THE CEILING AND THE LIGHTING LAYOUT.				16. COORDINATE EXACT LOCATION OF AIR DISTRIBUTION EQUIPMENT WITH THE CEILING AND THE LIGHTING LAYOUT.			
DETAIL REFERENCE				185-340				12000				17. PROVIDE NEW AIR FILTERS IN EACH UNIT REQUIRING THEM UNLESS THE PROJECT IS READY FOR TEST AND BALANCE.				17. PROVIDE NEW AIR FILTERS IN EACH UNIT REQUIRING THEM UNLESS THE PROJECT IS READY FOR TEST AND BALANCE.			
NOTES				185-340				12000				18. DUCT OPERABLE UNITS MUST BE INSTALLED IN A LOCATION THAT DOES NOT OBSTRUCT THE VIEW OR THE FUNCTION OF THE DUCT.				18. DUCT OPERABLE UNITS MUST BE INSTALLED IN A LOCATION THAT DOES NOT OBSTRUCT THE VIEW OR THE FUNCTION OF THE DUCT.			
1. PROVIDE ELECTRICAL PROGRAMMABLE THERMOSTAT.				185-340				12000				19. INSULATE EXTERIOR CONDENSER WATER PIPING AND MAKEUP WATER PIPING WITH JOINTS ON PIPES, SEE SPECIFICATIONS.				19. INSULATE EXTERIOR CONDENSER WATER PIPING AND MAKEUP WATER PIPING WITH JOINTS ON PIPES, SEE SPECIFICATIONS.			
2. REFRIGERANT PIPING SHALL BE SIZED BY MANUFACTURER OR SUPPLIED SYSTEM.				185-340				12000				20. COORDINATE EXACT LOCATION OF AIR DISTRIBUTION EQUIPMENT WITH THE CEILING AND THE LIGHTING LAYOUT.				20. COORDINATE EXACT LOCATION OF AIR DISTRIBUTION EQUIPMENT WITH THE CEILING AND THE LIGHTING LAYOUT.			
3. PROVIDE CONDENSATE PUMP.				185-340				12000				21. PROVIDE NEW AIR FILTERS IN EACH UNIT REQUIRING THEM UNLESS THE PROJECT IS READY FOR TEST AND BALANCE.				21. PROVIDE NEW AIR FILTERS IN EACH UNIT REQUIRING THEM UNLESS THE PROJECT IS READY FOR TEST AND BALANCE.			
4. SETPOINT UNIT AIR QUANTITY TO LOW.				185-340				12000				22. DUCT OPERABLE UNITS MUST BE INSTALLED IN A LOCATION THAT DOES NOT OBSTRUCT THE VIEW OR THE FUNCTION OF THE DUCT.				22. DUCT OPERABLE UNITS MUST BE INSTALLED IN A LOCATION THAT DOES NOT OBSTRUCT THE VIEW OR THE FUNCTION OF THE DUCT.			
TERMINAL BOX DESIGNATION AND BALANCE CHART (EXISTING TERMINAL BOXES)				185-340				12000				23. INSULATE EXTERIOR CONDENSER WATER PIPING AND MAKEUP WATER PIPING WITH JOINTS ON PIPES, SEE SPECIFICATIONS.				23. INSULATE EXTERIOR CONDENSER WATER PIPING AND MAKEUP WATER PIPING WITH JOINTS ON PIPES, SEE SPECIFICATIONS.			
TERMINAL UNIT DESIGNATION (VIT-1)				185-340				12000				24. COORDINATE EXACT LOCATION OF AIR DISTRIBUTION EQUIPMENT WITH THE CEILING AND THE LIGHTING LAYOUT.				24. COORDINATE EXACT LOCATION OF AIR DISTRIBUTION EQUIPMENT WITH THE CEILING AND THE LIGHTING LAYOUT.			
SCHEDULED TYPE				185-340				12000				25. PROVIDE NEW AIR FILTERS IN EACH UNIT REQUIRING THEM UNLESS THE PROJECT IS READY FOR TEST AND BALANCE.				25. PROVIDE NEW AIR FILTERS IN EACH UNIT REQUIRING THEM UNLESS THE PROJECT IS READY FOR TEST AND BALANCE.			
MAXIMUM DESIGN AIRFLOW (CFM)				185-340				12000				26. DUCT OPERABLE UNITS MUST BE INSTALLED IN A LOCATION THAT DOES NOT OBSTRUCT THE VIEW OR THE FUNCTION OF THE DUCT.				26. DUCT OPERABLE UNITS MUST BE INSTALLED IN A LOCATION THAT DOES NOT OBSTRUCT THE VIEW OR THE FUNCTION OF THE DUCT.			
MINIMUM DESIGN AIRFLOW (CFM)				185-340				12000				27. INSULATE EXTERIOR CONDENSER WATER PIPING AND MAKEUP WATER PIPING WITH JOINTS ON PIPES, SEE SPECIFICATIONS.				27. INSULATE EXTERIOR CONDENSER WATER PIPING AND MAKEUP WATER PIPING WITH JOINTS ON PIPES, SEE SPECIFICATIONS.			
HEATING DESIGN AIRFLOW (CFM)				185-340				12000				28. COORDINATE EXACT LOCATION OF AIR DISTRIBUTION EQUIPMENT WITH THE CEILING AND THE LIGHTING LAYOUT.				28. COORDINATE EXACT LOCATION OF AIR DISTRIBUTION EQUIPMENT WITH THE CEILING AND THE LIGHTING LAYOUT.			
COOL DESIGN WATER FLOW (GPM)				185-340				12000				29. PROVIDE NEW AIR FILTERS IN EACH UNIT REQUIRING THEM UNLESS THE PROJECT IS READY FOR TEST AND BALANCE.				29. PROVIDE NEW AIR FILTERS IN EACH UNIT REQUIRING THEM UNLESS THE PROJECT IS READY FOR TEST AND BALANCE.			
SINGLE DUCT TERMINAL - HOT WATER COIL UNIT SCHEDULE				185-340				12000				30. DUCT OPERABLE UNITS MUST BE INSTALLED IN A LOCATION THAT DOES NOT OBSTRUCT THE VIEW OR THE FUNCTION OF THE DUCT.				30. DUCT OPERABLE UNITS MUST BE INSTALLED IN A LOCATION THAT DOES NOT OBSTRUCT THE VIEW OR THE FUNCTION OF THE DUCT.			
TYPE				185-340				12000				31. INSULATE EXTERIOR CONDENSER WATER PIPING AND MAKEUP WATER PIPING WITH JOINTS ON PIPES, SEE SPECIFICATIONS.				31. INSULATE EXTERIOR CONDENSER WATER PIPING AND MAKEUP WATER PIPING WITH JOINTS ON PIPES, SEE SPECIFICATIONS.			
PRIMARY AIR VALVE				185-340				12000				32. COORDINATE EXACT LOCATION OF AIR DISTRIBUTION EQUIPMENT WITH THE CEILING AND THE LIGHTING LAYOUT.				32. COORDINATE EXACT LOCATION OF AIR DISTRIBUTION EQUIPMENT WITH THE CEILING AND THE LIGHTING LAYOUT.			
MINIMUM AIR VALVE DIAMETER				185-340				12000				33. PROVIDE NEW AIR FILTERS IN EACH UNIT REQUIRING THEM UNLESS THE PROJECT IS READY FOR TEST AND BALANCE.				33. PROVIDE NEW AIR FILTERS IN EACH UNIT REQUIRING THEM UNLESS THE PROJECT IS READY FOR TEST AND BALANCE.			
AIR VALVE MINIMUM AIR FLOW CAPACITY				185-340				12000				34. DUCT OPERABLE UNITS MUST BE INSTALLED IN A LOCATION THAT DOES NOT OBSTRUCT THE VIEW OR THE FUNCTION OF THE DUCT.				34. DUCT OPERABLE UNITS MUST BE INSTALLED IN A LOCATION THAT DOES NOT OBSTRUCT THE VIEW OR THE FUNCTION OF THE DUCT.			
AIR VALVE MINIMUM AIR FLOW UNIT				185-340				12000				35. INSULATE EXTERIOR CONDENSER WATER PIPING AND MAKEUP WATER PIPING WITH JOINTS ON PIPES, SEE SPECIFICATIONS.				35. INSULATE EXTERIOR CONDENSER WATER PIPING AND MAKEUP WATER PIPING WITH JOINTS ON PIPES, SEE SPECIFICATIONS.			
MAXIMUM TOTAL UNIT PRESSURE DROP				185-340				12000				36. COORDINATE EXACT LOCATION OF AIR DISTRIBUTION EQUIPMENT WITH THE CEILING AND THE LIGHTING LAYOUT.				36. COORDINATE EXACT LOCATION OF AIR DISTRIBUTION EQUIPMENT WITH THE CEILING AND THE LIGHTING LAYOUT.			
MAX. INSTALLED SOUND RATING @ 1" INLET PRESSURE				185-340				12000				37. PROVIDE NEW AIR FILTERS IN EACH UNIT REQUIRING THEM UNLESS THE PROJECT IS READY FOR TEST AND BALANCE.				37. PROVIDE NEW AIR FILTERS IN EACH UNIT REQUIRING THEM UNLESS THE PROJECT IS READY FOR TEST AND BALANCE.			
HEATING COIL DATA				185-340				12000				38. DUCT OPERABLE UNITS MUST BE INSTALLED IN A LOCATION THAT DOES NOT OBSTRUCT THE VIEW OR THE FUNCTION OF THE DUCT.				38. DUCT OPERABLE UNITS MUST BE INSTALLED IN A LOCATION THAT DOES NOT OBSTRUCT THE VIEW OR THE FUNCTION OF THE DUCT.			
COIL EXTERIOR AIR TEMPERATURE				185-340				12000				39. INSULATE EXTERIOR CONDENSER WATER PIPING AND MAKEUP WATER PIPING WITH JOINTS ON PIPES, SEE SPECIFICATIONS.				39. INSULATE EXTERIOR CONDENSER WATER PIPING AND MAKEUP WATER PIPING WITH JOINTS ON PIPES, SEE SPECIFICATIONS.			
EXTERIOR LEAKING WATER TEMPERATURE				185-340				12000				40. COORDINATE EXACT LOCATION OF AIR DISTRIBUTION EQUIPMENT WITH THE CEILING AND THE LIGHTING LAYOUT.				40. COORDINATE EXACT LOCATION OF AIR DISTRIBUTION EQUIPMENT WITH THE CEILING AND THE LIGHTING LAYOUT.			
COIL MAXIMUM PRESSURE DROP				185-340				12000				41. PROVIDE NEW AIR FILTERS IN EACH UNIT REQUIRING THEM UNLESS THE PROJECT IS READY FOR TEST AND BALANCE.				41. PROVIDE NEW AIR FILTERS IN EACH UNIT REQUIRING THEM UNLESS THE PROJECT IS READY FOR TEST AND BALANCE.			
WATER PIPING RUNOUT SIZE				185-340				12000				42. DUCT OPERABLE UNITS MUST BE INSTALLED IN A LOCATION THAT DOES NOT OBSTRUCT THE VIEW OR THE FUNCTION OF THE DUCT.				42. DUCT OPERABLE UNITS MUST BE INSTALLED IN A LOCATION THAT DOES NOT OBSTRUCT THE VIEW OR THE FUNCTION OF THE DUCT.			
CONTROL VALVE (TYPE)				185-340				12000				43. INSULATE EXTERIOR CONDENSER WATER P							
CONTROL VALVE CONFIGURATION				185-340				12000				44. INSULATE EXTERIOR CONDENSER WATER P							
DETAIL REFERENCE				185-340				12000				45. INSULATE EXTERIOR CONDENSER WATER P							
TERMINAL BOX DESIGNATION AND BALANCE CHART				185-340				12000				46. INSULATE EXTERIOR CONDENSER WATER P							
TERMINAL UNIT DESIGNATION (VIT-1)				185-340				12000				47. INSULATE EXTERIOR CONDENSER WATER P							
SCHEDULED TYPE				185-340				12000				48. INSULATE EXTERIOR CONDENSER WATER P							
MAXIMUM DESIGN AIRFLOW (CFM)				185-340				12000				49. INSULATE EXTERIOR CONDENSER WATER P							
MINIMUM DESIGN AIRFLOW (CFM)				185-340				12000				50. INSULATE EXTERIOR CONDENSER WATER P							
HEATING DESIGN AIRFLOW (CFM)				185-340				12000				51. INSULATE EXTERIOR CONDENSER WATER P							
COOL DESIGN WATER FLOW (GPM)				185-340				12000				52. INSULATE EXTERIOR CONDENSER WATER P							
PIPING SCHEDULE				185-340				12000				53. INSULATE EXTERIOR CONDENSER WATER P							
PIPE SYSTEM				185-340				12000				54. INSULATE EXTERIOR CONDENSER WATER P							
CONDENSATE				185-340				12000				55. INSULATE EXTERIOR CONDENSER WATER P							
REFRIGERANT SECTION				185-340				12000				56. INSULATE EXTERIOR CONDENSER WATER P							
REFRIGERANT (LARGE)				185-340				12000				57. INSULATE EXTERIOR CONDENSER WATER P							
PIPE SYSTEM				185-340				12000				58. INSULATE EXTERIOR CONDENSER WATER P							
CONDENSATE				185-340				12000				59. INSULATE EXTERIOR CONDENSER WATER P							
REFRIGERANT SECTION				185-340				12000				60. INSULATE EXTERIOR CONDENSER WATER P							
REFRIGERANT (LARGE)				185-340				12000				61. INSULATE EXTERIOR CONDENSER WATER P							
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REFRIGERANT (LARGE)				185-340				12000				65. INSULATE EXTERIOR CONDENSER WATER P							
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REFRIGERANT SECTION				185-340				12000				68. INSULATE EXTERIOR CONDENSER WATER P							
REFRIGERANT (LARGE)				185-340				12000				69. INSULATE EXTERIOR CONDENSER WATER P							
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PIPE SYSTEM				185-340				12000				78. INSULATE EXTERIOR CONDENSER WATER P							
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PIPE SYSTEM				185-340				12000				82. INSULATE EXTERIOR CONDENSER WATER P							
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REFRIGERANT (LARGE)				185-340				12000				97. INSULATE EXTERIOR CONDENSER WATER P							
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REFRIGERANT SECTION				185-340				12000				116. INSULATE EXTERIOR CONDENSER WATER P							
REFRIGERANT (LARGE)				185-340				12000				117. INSULATE EXTERIOR CONDENSER WATER P							
PIPE SYSTEM				185-340				12000				118. INSULATE EXTERIOR CONDENSER WATER P							
CONDENSATE				185-340				12000				119. INSULATE EXTERIOR CONDENSER WATER P							
REFRIGERANT SECTION				185-340				12000				120. INSULATE EXTERIOR CONDENSER WATER P							
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PIPE SYSTEM				185-340				12000				122. INSULATE EXTERIOR CONDENSER WATER P							
CONDENSATE				185-340				12000				123. INSULATE EXTERIOR CONDENSER WATER P							
REFRIGERANT SECTION				185-340				12000				124. INSULATE EXTERIOR CONDENSER WATER P							
REFRIGERANT (LARGE)				185-340				12000				125. INSULATE EXTERIOR CONDENSER WATER P							
PIPE SYSTEM				185-340				12000				126. INSULATE EXTERIOR CONDENSER WATER P							
CONDENSATE				185-340				12000				127. INSULATE EXTERIOR CONDENSER WATER P							
REFRIGERANT SECTION				185-340				12000				128. INSULATE EXTERIOR CONDENSER WATER P							
REFRIGERANT (LARGE)				185-340				12000				129. INSULATE EXTERIOR CONDENSER WATER P							
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REFRIGERANT (LARGE)				185-340				12000				133. INSULATE EXTERIOR CONDENSER WATER P							
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REFRIGERANT SECTION				185-340				12000				136. INSULATE EXTERIOR CONDENSER WATER P							
REFRIGERANT (LARGE)				185-340				12000				137. INSULATE EXTERIOR CONDENSER WATER P							

Posted December 2, 2019



KEY NOTES - DEMOLITION

- D AIR DEVICE TO REMAIN.
- D REMOVE DUCTWORK AND AIR DEVICES AS INDICATED.
- D AIR DEVICE TO BE RELOCATED, REFER TO NEW WORK PLAN FOR NEW LOCATION.
- D REMOVE DUCT WORK FROM AIR DEVICE TO VOLUME DAMPER, CLOSE VOLUME DAMPER, CAP AIR TENT WITH GALVANIZED SHEET METAL, AND REPERMUTE TO MATCH ADJACENT DUCTWORK.
- D TEMPERATURE SENSITIVE THERMOSTAT TO BE RELOCATED, REFER TO NEW WORK PLAN FOR NEW LOCATION.
- D REMOVE TERMINAL UNIT, ASSOCIATED DUCTWORK AND AIR DEVICE (S), SALVAGE TERMINAL UNIT AND ASSOCIATED CONTROLS AND RETURN TO THE BUILDING PROPERTY MANAGER, HEATING WATER PIPING TO REMAIN, CAP HEATING WATER PIPING FOR FUTURE RECONNECTION, REFER TO NEW WORK.

CONSULTANTS



ARCHITECTURE  
INTERIOR DESIGN  
BUILDING ENVELOPE

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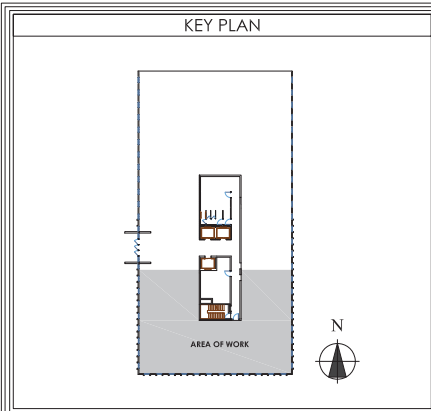
DEMOLITION PLAN -  
HVAC

M100

1 DEMOLITION PLAN - HVAC  
M100 1/4" = 1'-0"







**KEY NOTES - RENOVATION**

- 1 EXISTING RELOCATED THERMOSTAT/TEMPERATURE SENSOR, MOUNT AT ADA COMPLIANT HEIGHT.
- 2 EXISTING RELOCATED AIR DEVICE.
- 3 CONNECT NEW DUCTWORK TO EXISTING DUCTWORK AS INDICATED.
- 4 ROUTE CONDENSATE PIPING FROM INDOOR UNIT TO ABOVE CEILING, ALONG CORRIDOR, AND DOWN WALL INSIDE MECHANICAL ROOM TO EXISTING FLOOR DRAIN. MAINTAIN CONDENSATE PIPING SLOPE AT 1/8" PER FOOT.
- 5 UTILIZING UNRESTRICTED POINT (MINIMUM 1'-0" SECTIONS) AND APPROPRIATELY SIZED CLAMP-CLAMPS OR APPROVED EQUIVALENT, SECURE PIPING TO AND DOWN WALL AT 1' INTERVALS.
- 6 ROUTE REFRIGERANT PIPING DOWN WALL THRU FLOOR TO GARAGE CEILING BELOW. PROVIDE PIPE SLEEVE AT FLOOR PENETRATION.
- 7 SECURE PIPING AS NEAR AS POSSIBLE TO GARAGE CEILING.
- 8 WALL MOUNTED CONDENSING UNIT IN GARAGE AREA BELOW. REFER TO DUCTLESS SPLIT SYSTEM CONDENSING UNIT DETAIL, WHILE MAINTAINING MANUFACTURER'S REQUIRED CLEARANCES. MOUNT CONDENSING UNIT AS HIGH AS POSSIBLE AND AS NEAR AS POSSIBLE TO WALL BELOW.
- 9 WALL MOUNTED DUCTLESS SPLIT SYSTEM INDOOR UNIT. PER MANUFACTURER'S RECOMMENDATIONS, MOUNT INDOOR UNIT AS HIGH AS POSSIBLE ABOVE E.L.T. CLOSET DOOR.
- 10 SET SPLIT PATTERN CONTROLLER AS REQUIRED TO PROVIDE ONE SLOT WITH DOWNWARD THROW AND THE OTHER SLOT WITH HORIZONTAL THROW.
- 11 EXTEND NEW DUCTWORK AS INDICATED. SEE BROWN PIPING SUPPLY DIFFUSER SCHEDULE.
- 12 EXTEND AND RECONNECT HEATING WATER PIPING TO NEW TERMINAL UNIT.



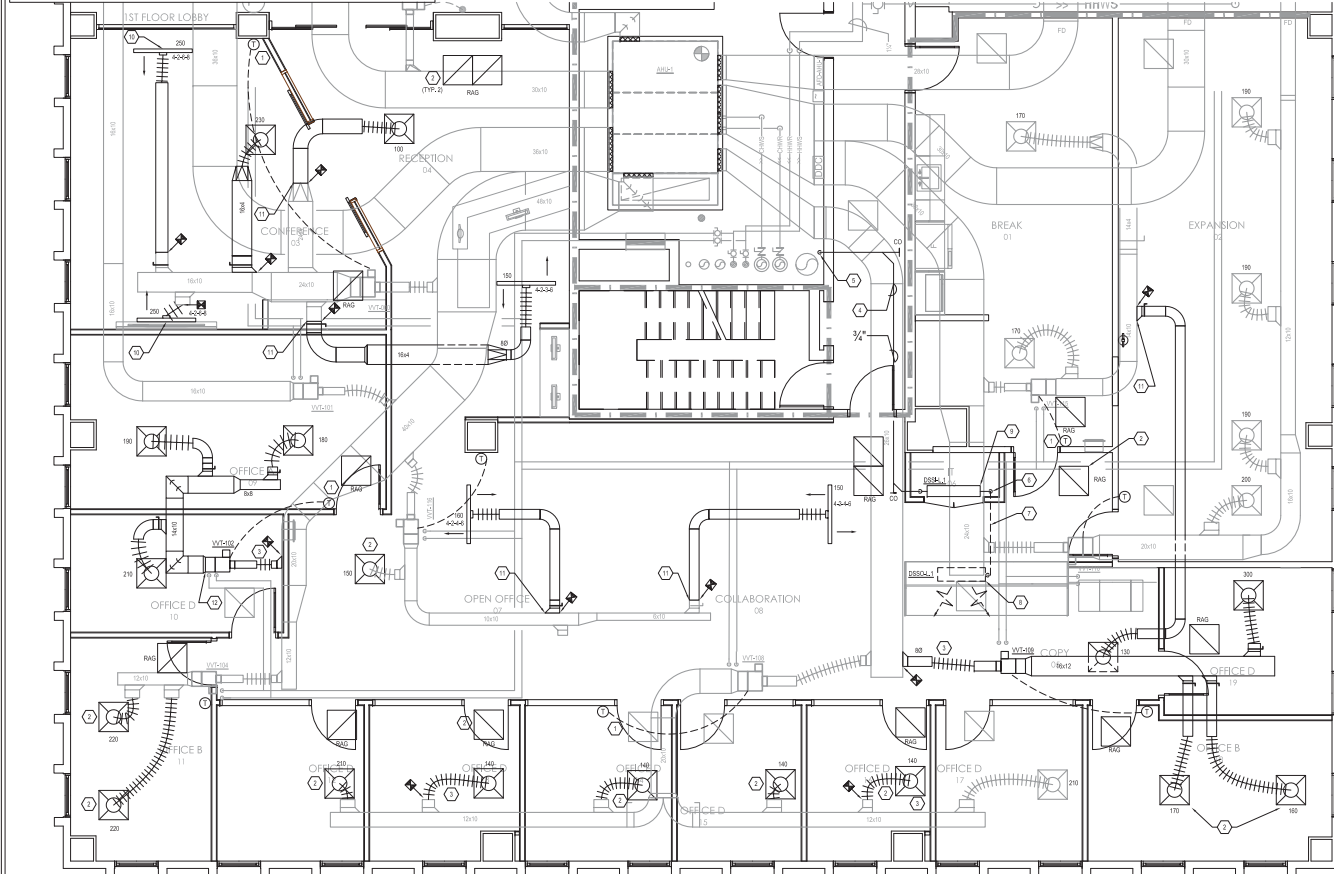
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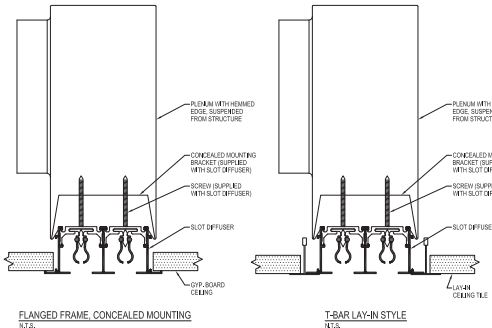
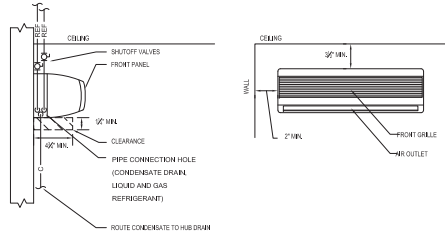
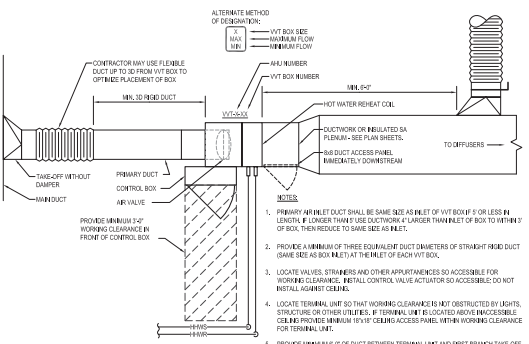
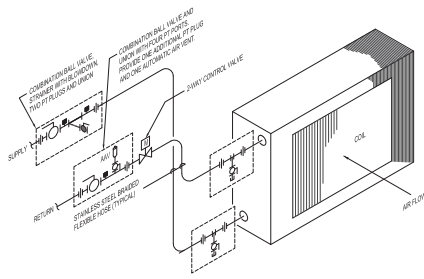
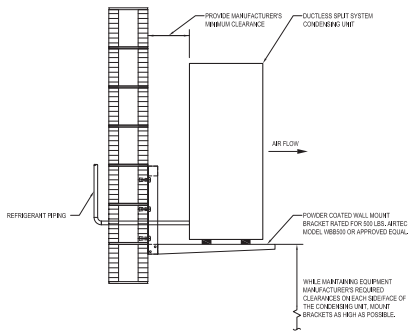
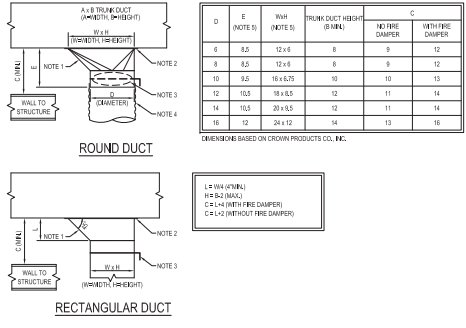
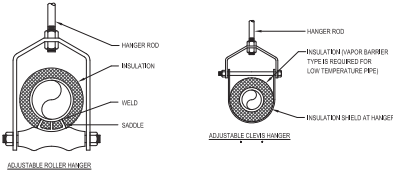
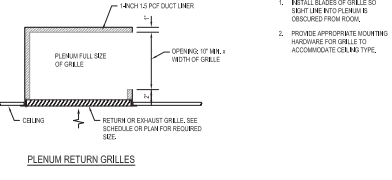
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RENOVATION PLAN -  
HVAC

**M101**



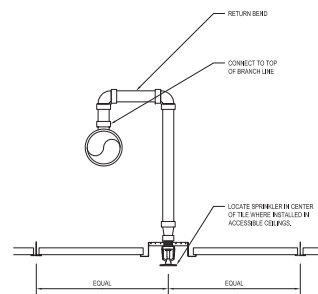
1 RENOVATION PLAN - HVAC  
1/4" = 1'-0"

 <p>FLANGED FRAME, CONCEALED MOUNTING N.T.S.</p> <p>T-BAR LAY-IN STYLE N.T.S.</p>	 <p>DUCTLESS - WALL MOUNTED INDOOR UNIT</p>	 <p>VARIABLE VOLUME TERMINAL UNIT</p>
 <p>TYPICAL 2-WAY COIL PIPING (2" AND SMALLER)</p>	 <p>DUCTLESS SPLIT SYSTEM - CONDENSING UNIT</p>	 <p>TYPICAL DUCT TAKE-OFF FITTINGS</p>
 <p>TYPICAL PIPE HANGERS</p>		 <p>RETURN OR EXHAUST CEILING GRILLE</p>



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APPROVED	STC
REVISION	
REVISION DATE	
DETAILS	
M501	



A	TYPICAL SPRINKLER INSTALLATION
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## GENERAL NOTES

1. **ALL WORK IN ACCORDANCE WITH THE PLUMBING CODE, LATEST EDITION OF THE PLUMBING CODE, LOCAL REGULATIONS AND APPLICABLE CALIF. AND U.S.A. REGULATIONS AND SUBSIDIARIES, WHERE CONFLICTS BETWEEN THE CODE AND CONSTRUCTION DOCUMENTS OCCUR, THE MOST RESTRICTIVE REQUIREMENTS SHALL GOVERN.**
2. **COORDINATE EXACT LOCATION OF ALL SPRINKLERS WITH THE CEILING LIGHTING LAYOUT. HVAC DUCTS AND STRUCTURAL COMPONENTS.**
3. **FIELD FEATURES AND HVAC FEATURES (FACE PRECEDENCE, AND ADDITIONAL SPRINKLERS ARE REQUIRED TO MEET "COVERED REQUIREMENTS").**
4. **PLACE SPRINKLERS IN CENTER OF CEILING TILES. PROVIDE RETURN BEND AT ALL SPRINKLER LOCATIONS TO ALLOW SPRINKLER OPERATION. PREPARATION OF PIPING TO LOCATE SPRINKLER IN CENTER OF TILE IS PROMOTED.**
5. **ALL BRANCH LINES SERVING ONE SPRINKLER SHALL BE 1" UNLESS NOTED OTHERWISE.**
6. **THE BUILDING IS TO REMAIN OCCUPIED DURING CONSTRUCTION. PROVIDE A 24-HOUR FIRE-WATCH DURING ALL CONSTRUCTION SUPERVISION.**
7. **ALARM, SUPERVISORY AND TROUBLE SIGNALS SHALL BE AUTOMATICALLY TRANSMITTED TO UNMANNED CENTRAL STATION. CENTRAL STATION SUPERVISOR SHALL BE PROMPTLY ADVISED BY TELEPHONE OF ALL ALARMS, TROUBLE SIGNALS, OR SUPERVISORY SIGNALS. SUPERVISOR SHALL BE PROMPTLY ADVISED BY TELEPHONE OF ALL ALARMS, TROUBLE SIGNALS, OR SUPERVISORY SIGNALS. SUPERVISOR SHALL BE PROMPTLY ADVISED BY TELEPHONE OF ALL ALARMS, TROUBLE SIGNALS, OR SUPERVISORY SIGNALS. SUPERVISOR SHALL BE PROMPTLY ADVISED BY TELEPHONE OF ALL ALARMS, TROUBLE SIGNALS, OR SUPERVISORY SIGNALS.**

DRAWINGS ARE DESIGNED AND THE METHODS OF WORK TO BE PERFORMED ARE ANTICIPATED UNDER THE CONTRACT. REPAIR TO ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR ALL CONDITIONS.

FIELD VERIFY ALL DIMENSIONS AND COORDINATIONS. THE CONTRACTOR UNABLE TO INTERPRET THE CONTRACT DOCUMENTS OR TO OBTAIN NECESSARY INFORMATION FROM THE ARCHITECT, OR IF IT BECOMES KNOWN BY ANYONE BEFORE WORK BEGINS THAT AN ERROR OR OMISSION IN THE DRAWINGS MAY BE THE RESULT OF AN INADEQUATE OR INCOMPLETE SET OF DRAWINGS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ADDITIONAL OR CORRECTED DRAWINGS FOR ALL CONDITIONS.

BEFORE SUBMITTING FOR THE WORK, EACH BIDDER WILL BE RESPONSIBLE TO OBTAIN THE PRELIMINARY SET AND SPECIFICATIONS TO ALL THE EXISTING CONDITIONS UNDER WHICH HE/ SHE WILL BE OBLIGATED TO EXCAVATE AND COMPLETE THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN THE PRELIMINARY SET OF DRAWINGS ON BEHALF OF THE CONTRACTOR FOR ANY ERROR OR OMISSION OR PART.

THE CONTRACTOR SHALL PAY FOR ALL INSPECTIONS, MATERIALS, AND SERVICES, INCLUDING CONNECTIONS, SYSTEMS AND EQUIPMENT, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN WORK.

CONSTRUCTION MANAGEMENT, CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WORK OF ALL SUBCONTRACTORS TO AVOID INTERFERENCE.

ONE MONTH SHALL COVER THE TIME AVAILABLE TO OBTAIN ALL AREA REGULATIONS AND GUIDELINES.

ERECT AND MAINTAIN ALL REASONABLE PRECAUTIONS FOR THE SAFETY AND HEALTH INCLUDING PROTECTING ADJACENT WORKS AND EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK.

COORDINATE AND SEQUENCE ALL ACTIVITIES FOR CONSTRUCTION WORK, SUBMIT A COMPREHENSIVE DETAILED CONSTRUCTION SCHEDULE PRIOR TO CONSTRUCTION COMMENCEMENT.

THE CONTRACTOR SHALL STRICTLY FOLLOW THE PROJECT SCHEDULE. SHALL PROVIDE SUFFICIENT MANPOWER AND EQUIPMENT TO COMPLETE THE WORK WITHIN THE SCHEDULED TIME FRAME.

THE CONTRACTOR SHALL BE RESTRICTED TO AREA SPECIFIED BY THE OWNER FOR ON-SITE STORAGE OF CONSTRUCTION MATERIALS, THE CONTRACTORS RESPONSIBLE FOR THE PROTECTION AND SECURITY OF ALL EQUIPMENT AND MATERIALS.

THE CONTRACTOR SHALL MAINTAIN ADEQUATE WORK ENVIRONMENT AT ALL TIMES AND SHALL HAVE CLEAR EJECTION ROUTES AT ALL TIMES AT COMPLIANCE OF THE WORK BEFORE FINAL PAYMENT IS MADE.

THE CONTRACTOR SHALL FURNISH ALL NECESSARY DRAWINGS TO BE SUBMITTED AT COMPLETION OF CONSTRUCTION.

CONTRACTORS OF ALL WORK, INCLUDING STATION LOCATIONS, SHALL BE APPROVED BY CONTRACTOR. CONTRACTORS OF ALL WORK, INCLUDING STATION LOCATIONS, SHALL BE APPROVED BY CONTRACTOR. CONTRACTORS OF ALL WORK, INCLUDING STATION LOCATIONS, SHALL BE APPROVED BY CONTRACTOR.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK.

SUPPORTS AND HANGERS SHALL PROVIDE A NEAT, ORDERLY APPEARANCE.

CONTRACTOR SHALL MAINTAIN THE INTEGRITY OF ALL THE STRUCTURE, AND ALL UTILITIES AND ADJACENT WALLS.

BEAN AND ROOF HANGERS SHALL BE APPROVED BY THE ARCHITECT, ENGINEER, BEAN BLESSEES AND BEAN BLESSEES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK.

CONTRACTOR SHALL FURNISH ALL NECESSARY DRAWINGS FOR EACH JOB OF EACH BATCH/ANALYSIS/PERMANENTLY LOCATED OR CONSIDERED. THESE DRAWINGS SHALL BE OBTAINED FOR THE WORK OF ALL TIMES/THROUGHOUT THE PROJECT.

CONTRACTOR SHALL GUARANTEE THE WORK AND THE MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE. THE CONTRACTOR SHALL BE A CONTRACTOR OF THE WORK AND THE MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE.

THE BIDDING WILL REMAIN CORRECT DURING CONSTRUCTION. THE OWNER WILL MAKE ALL REASONABLE EFFORTS TO ASSIST THE CONTRACTOR IN COMPLETING THE WORK. COORDINATE ALL WORK WITH THE CONTRACTOR'S DESIGNATED PROJECT TEAM.

EXISTING SHALL BE KEPT CLEAR OF, AND MUST BE PROTECTED FROM DAMAGE BY THE CONTRACTOR'S WORK AND DIRECTIONAL, REPAIR TO ARCHITECTURAL AND STRUCTURAL.

REMOVE AND REINSTALL EXISTING WORK TO BE REMOVED, REPLACE ANY THE DAMAGED OR LOSS DURING CONSTRUCTION.

REMOVE AND REINSTALL EXISTING WORK TO BE REMOVED, REPLACE ANY THE DAMAGED OR LOSS DURING CONSTRUCTION. TAKE CARE NOT TO DAMAGE EXISTING SURFACES, REPAIR TO MATCH EXISTING CONDITIONS AS REQUIRED.

SEAL ALL EXISTING WALLS, CEILING, FLOOR, ETC. TO MATCH EXISTING ADJACENT SURFACES WHERE EQUIPMENT, CONDUIT, ETC. IS TO BE INSTALLED.

ALL EXISTING UTILITIES AND PROPERTY OF THE OWNER SHALL BE DEEMED TO BE AS DIRECTED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK.

REMOVE AND REINSTALL EXISTING WORK TO BE REMOVED, REPLACE ANY THE DAMAGED OR LOSS DURING CONSTRUCTION. TAKE CARE NOT TO DAMAGE EXISTING SURFACES, REPAIR TO MATCH EXISTING CONDITIONS AS REQUIRED.

RELOCATE, AND REINSTALL EXISTING WORK TO BE REMOVED, REPLACE ANY THE DAMAGED OR LOSS DURING CONSTRUCTION. TAKE CARE NOT TO DAMAGE EXISTING SURFACES, REPAIR TO MATCH EXISTING CONDITIONS AS REQUIRED.

## ABBREVIATIONS

- |                         |  |
|-------------------------|--|
| 1. NATIONAL FIRE CODES: |  |
| NFPA 1                  | UNIFORM FIRE CODE - 2005   |
| NFPA 13                 | INSTALLATION OF SPRINKLER SYSTEMS - 2013   |
| NFPA 14                 | INSTALLATION OF STANDPIPE AND HOSE SYSTEMS - 2013  |
| NFPA 18                 | STANDARD FOR PORTABLE FIRE FIGHTING EQUIPMENT - 2013   |
| NFPA 20                 | STANDARD FOR THE INSTALLATION OF FIRE PUMP AND FIRE SERVICE MAINS AND THEIR APPURTENANCES - 2013 |
| NFPA 25                 | WATER BASED FIRE PROTECTION SYSTEMS - 2014   |
| NFPA 70                 | NATIONAL ELECTRICAL CODE - 2014  |
| NFPA 72                 | NATIONAL FIRE ALARM CODE - 2013  |
| NFPA 80A                | STANDARD FOR THE INSTALLATION OF AIR CONDITIONING AND VENTILATION SYSTEMS - 2015                 |
| NFPA 80B                | STANDARD FOR THE INSTALLATION OF HEATING AIR HEATING AND AIR CONDITIONING SYSTEMS - 2015         |
| NFPA 101                | LIFE SAFETY CODE - 2015  |
| NFPA 1601               | STANDARD FOR FIRE LOSS CONNECTIONS - 2015  |

THE NFPA STANDARDS IN EFFECT SHALL BE AS LISTED OR ADOPTED BY THE APPROPRIATE AUTHORITY HAVING JURISDICTION.

## ABBREVIATIONS

- ## DOCUMENT REQUIREMENTS
- THE SCOPE OF THE PROJECT INCLUDES THE ALTERATION OF LESS THAN 40 SPRINKLERS OF THE EXISTING SPRINKLER SYSTEM, REMOVAL, RELOCATION AND/OR NEW SPRINKLERS AND INDICATED ON THESE DOCUMENTS, A CERTIFIED CONTRACTOR UNDER FLORIDA STATUTE 336.32 SHALL OBTAIN THE FBC SPRINKLER SYSTEMS WHICH INCLUDE: RELOCATION, ALTERATION OR REMOVAL OF NOT MORE THAN 40 SPRINKLERS IN ACCORDANCE WITH FBC 125.13.1, FBC 335.10 AND COMPARE DRAWINGS WITH FBC 335.12 INSTALLATION OF SPRINKLER SYSTEMS, CONTRACTOR SHALL SUBMIT PRODUCT DATA AND SHOP DRAWINGS FOR ENGINEER AND AUTHORITY HAVING JURISDICTION APPROVAL.

## ABBREVIATIONS



**ORDINARY**

**LIGHT LIGHT HAZARD**

ROOMS OR SPACES NOT SPECIFICALLY DESIGNATED AS TO HAZARD CLASSIFICATION SHALL BE CONSIDERED LOW HAZARD.

## ABBREVIATIONS

●	PENDANT
⦿	EXPOSED UPRIGHT

## ABBREVIATIONS

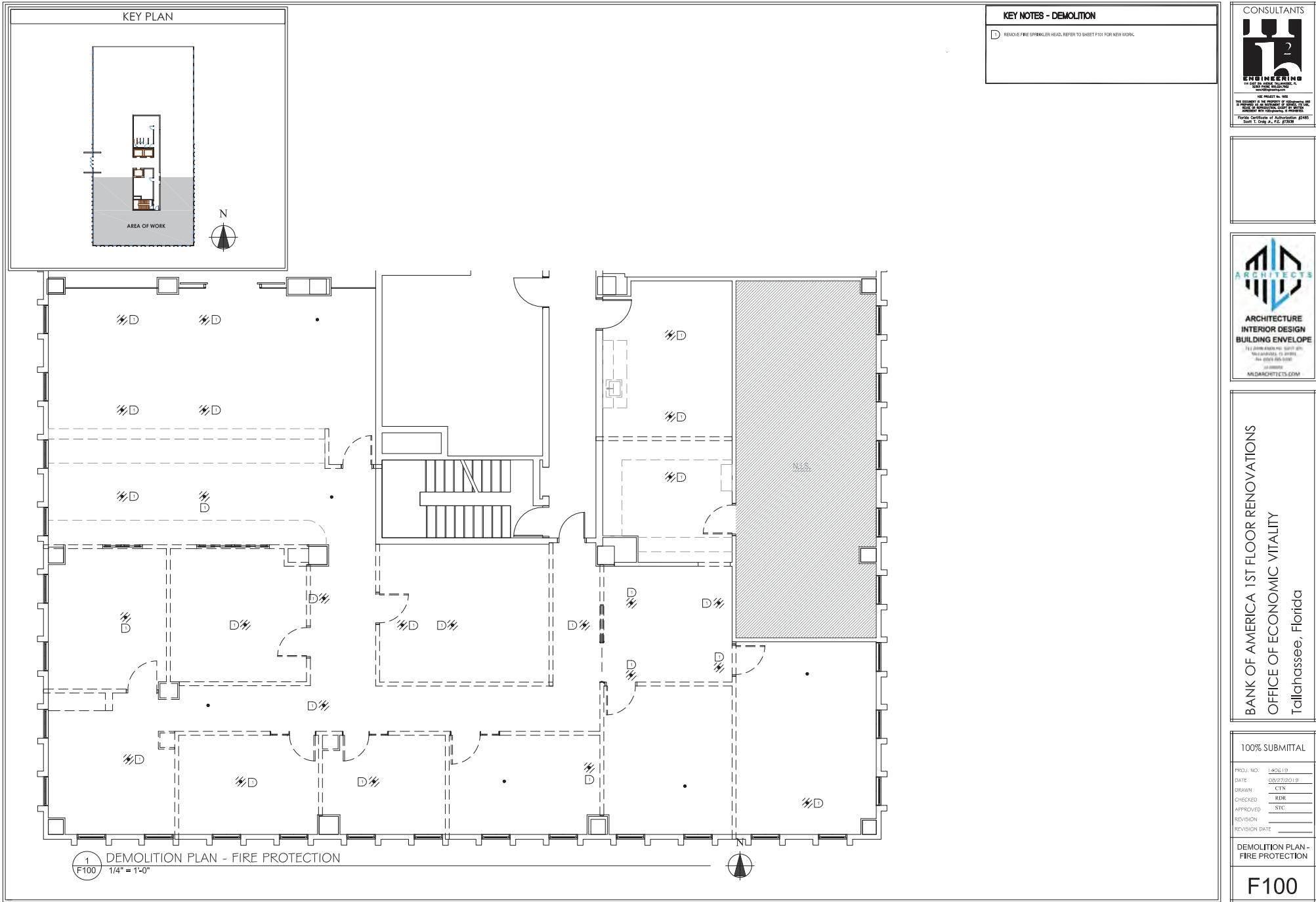
AREA	OCCUPANCY CLASSIFICATION	SYSTEM	DENSITY	TEMPERATURE	MAXIMUM COVERAGE	MAXIMUM SPACING	WATER SUPPLY DURATION	OUTSIDE ALLOW.
			GPM/SF	'F	SQ.FT.	FT.	MINUTES	G

## ABBREVIATIONS

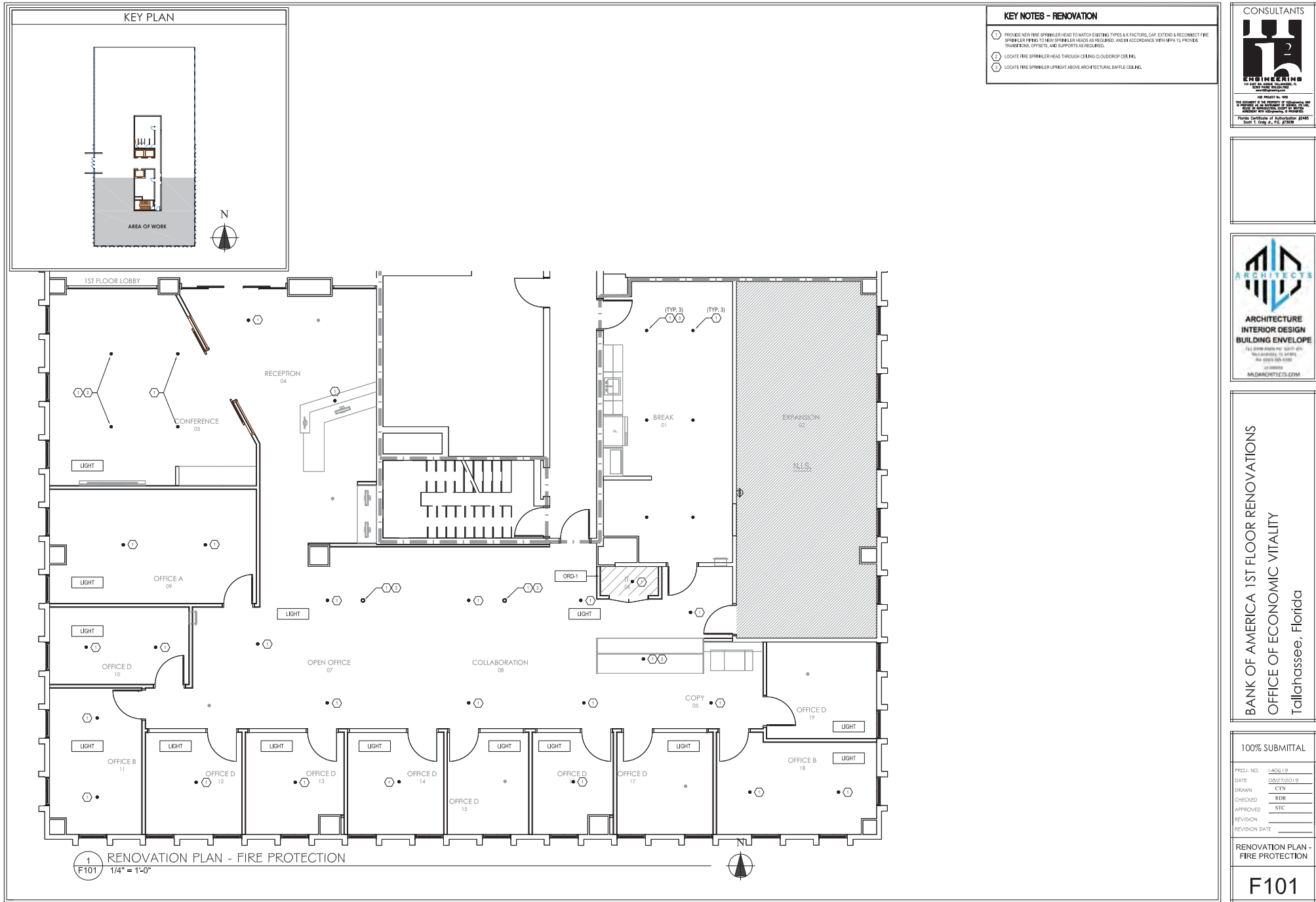
EXIST	EXISTING
FT	FEET
IN	INCHES
N/A	NOT APPLICABLE
TYP	TYPICAL
MS	NOT IN SCOPE

## DRAWING INDEX

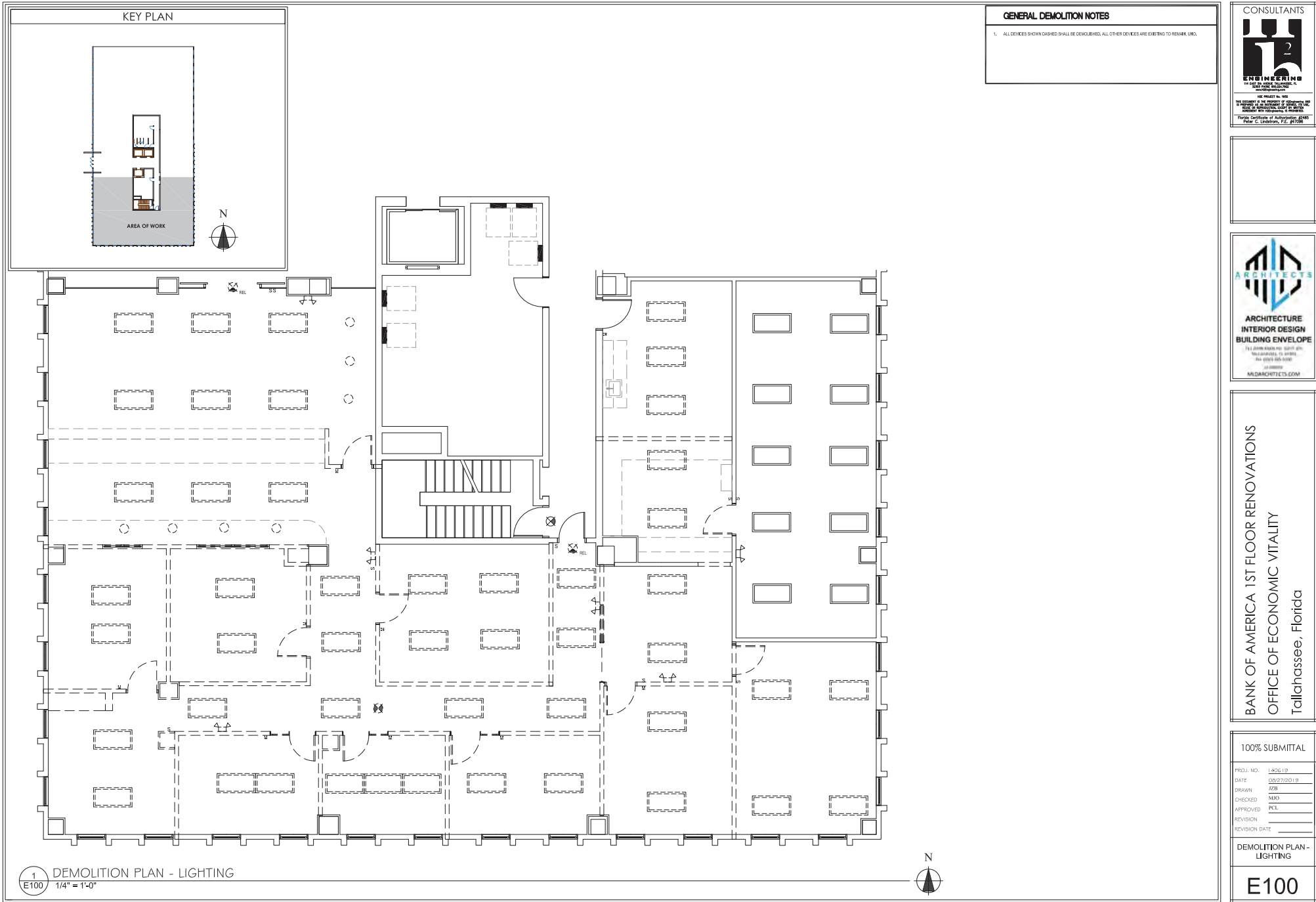
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F100 - DEMOLITION PLAN - FIRE PROTECTION  
F101 - RENOVATION PLAN - FIRE PROTECTION

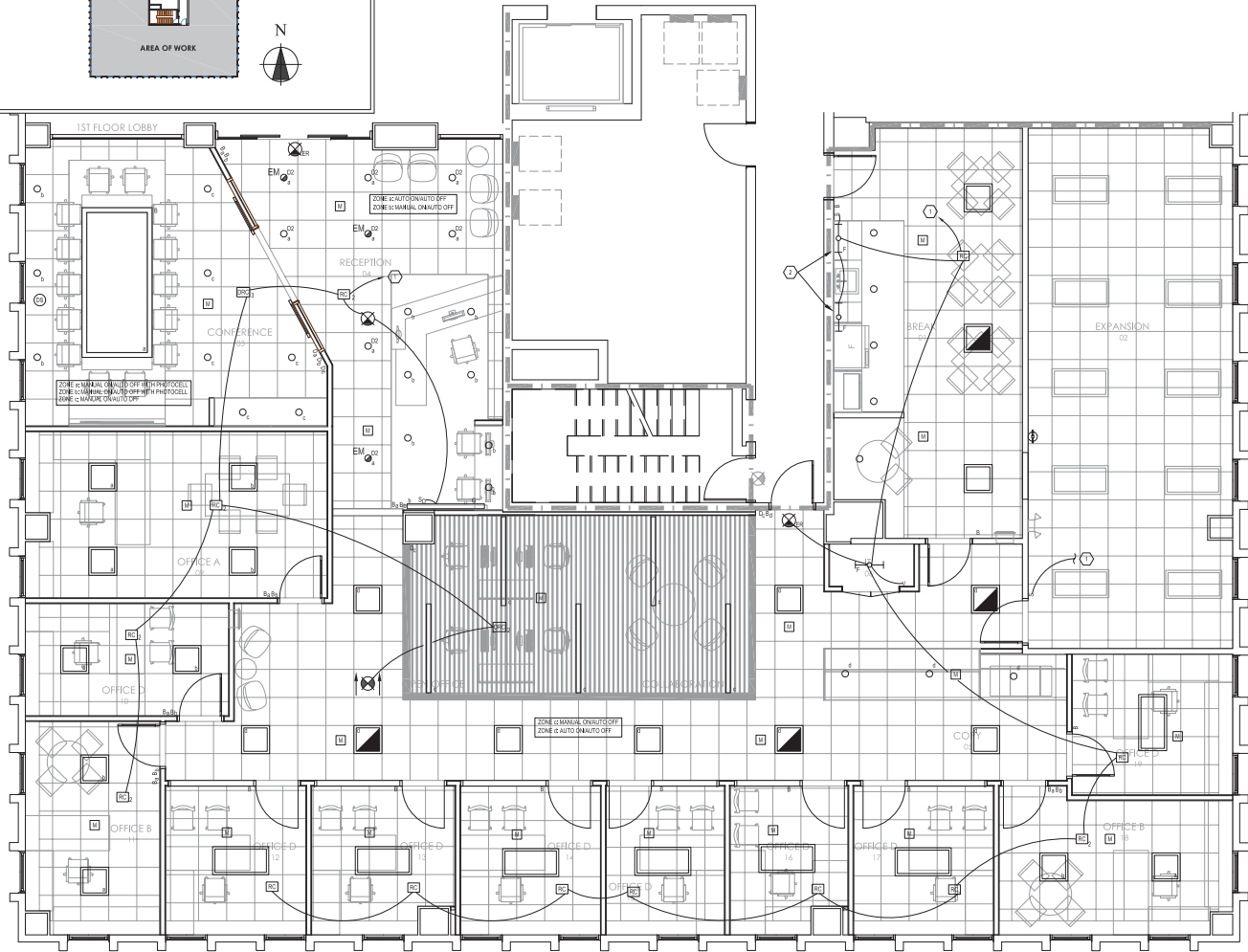
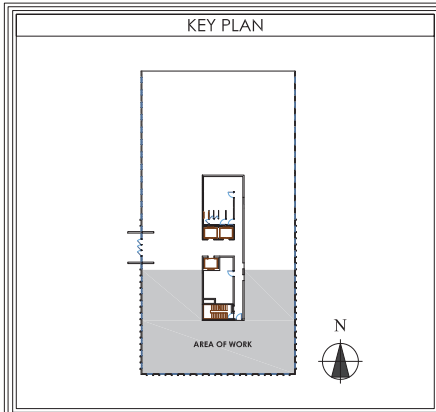






Posted December 2, 2019





GENERAL RENOVATION NOTES

1. EXISTING DEVICES ARE SHOWN SHADED. ALL OTHER DEVICES ARE NEW.
2. ALL 3/4" FIXTURES ARE TYPE A, UNO.
3. ALL 2/4" FIXTURES ARE TYPE A, UNO.
4. ALL EXIST. DEVICES ARE TYPE E, UNO.
5. ALL DOWNLIGHTS ARE TYPE D, UNO.
6. LIGHTING CONTROLS IN OFFICES, BREAKROOMS, AND CONFERENCE ROOMS SHALL BE MANUAL, ON/AUTO OFF.

RENOVATION KEYNOTES

1. WIRE TO EXISTING LIGHTING CIRCUIT.
2. MOUNT FIXTURES UNDER CABINETRY.

CONSULTANTS



ARCHITECTURE  
INTERIOR DESIGN  
BUILDING ENVELOPE  
FULL SERVICE ARCHITECTURAL FIRM  
SPECIALIZING IN ARCHITECTURE  
AND INTERIOR DESIGN  
JULY 2000  
MIDARCHITECTS.COM

BANK OF AMERICA 1ST FLOOR RENOVATIONS  
OFFICE OF ECONOMIC VITALITY  
Tallahassee, Florida

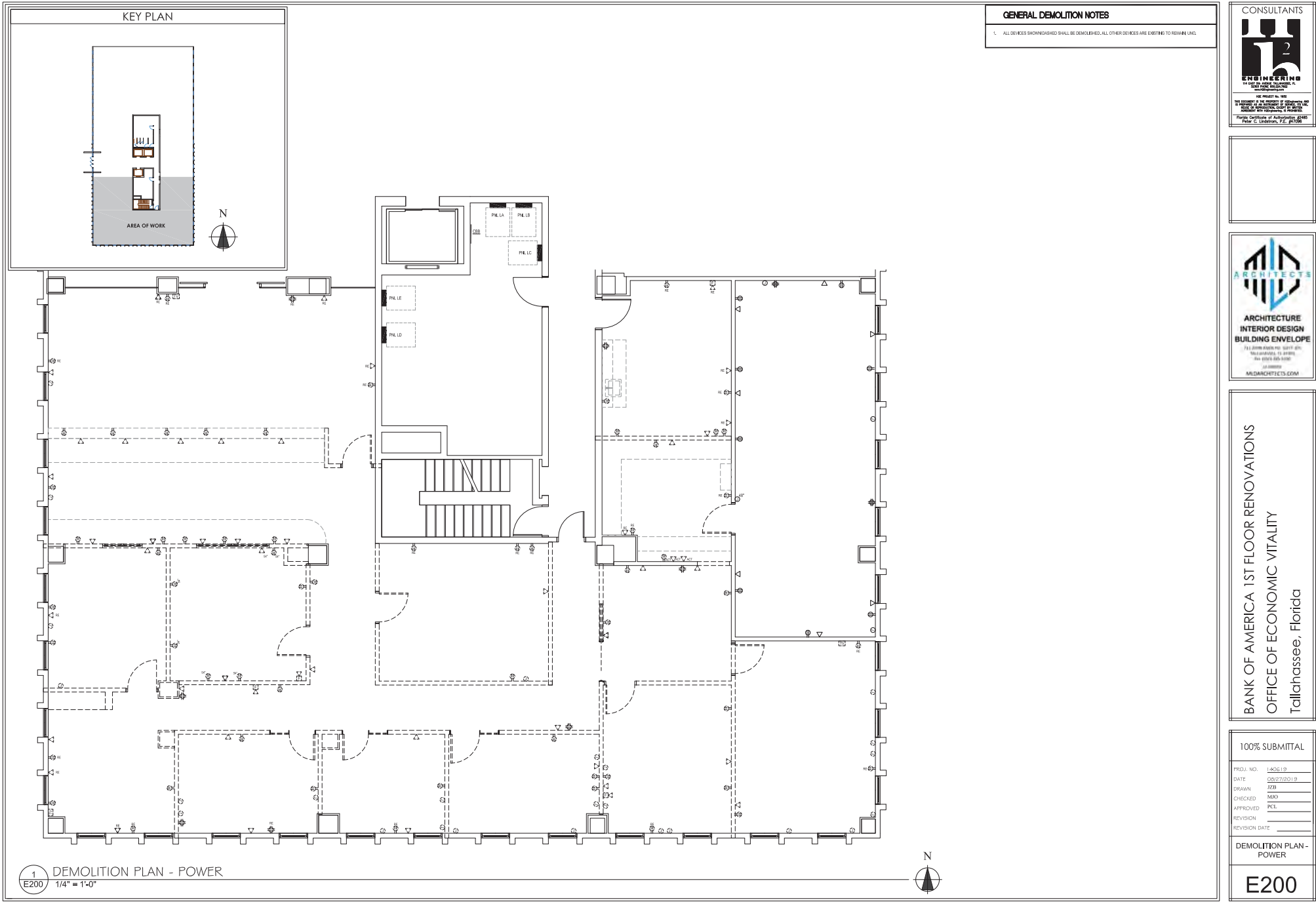
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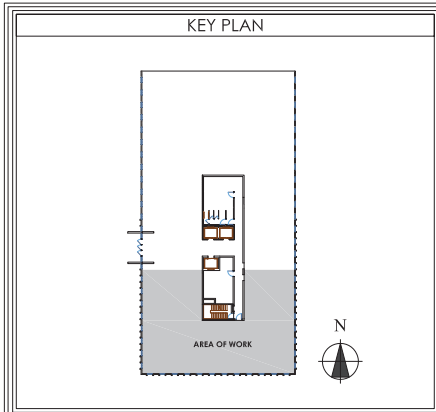
PROJ. NO.	1406119
DATE	02/27/2019
DRAWN	JRM
CHECKED	MBO
APPROVED	PCL
REVISION	
REVISION DATE	

RENOVATION PLAN -  
LIGHTING

E101

1 RENOVATION PLAN - LIGHTING  
E101 1/4" = 1'-0"





GENERAL RENOVATION NOTES	
1.	EXISTING DEVICES ARE SHOWN SHADED. ALL OTHER DEVICES ARE NEW.
RENOVATION KEYNOTES	
1	DISCONNECT AND RECONNECT EXISTING ELECTRICAL CONNECTION TO ABOVE CEILING MECHANICAL EQUIPMENT BEING REPLACED.
2	CONNECT TO EXISTING RECEPTACLE CIRCUIT.
3	REPLACE EXISTING BREAKER WITH GFI TYPE BREAKER.
4	PROVIDE 16 GROUND BARE 1/2" EMT TO EXISTING GROUND BAR IN EXISTING TELECOMMUNICATIONS ROOM.
5	OUTDOOR UNIT FOR DUCTLESS SPLIT SYSTEM LOCATED BELOW FIRST FLOOR IN PARKING GARAGE. PROVIDE 30A, 2P, NON-FUSED DISCONNECT SWITCH IN NEMA 3R ENCLOSURE, HOMERUN TO NEAREST PANEL WITH SPARE CAPACITY. PROVIDE SHOCK BREAKER.

CONSULTANTS

**ENGINEERING**

14141 N. W. 11th Ave., Suite 100  
Tallahassee, FL 32309  
Tel: 904.633.1111  
Fax: 904.633.1112  
www.mldarchitects.com

**ARCHITECTS**

ARCHITECTURE  
INTERIOR DESIGN  
BUILDING ENVELOPE

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Tallahassee, FL 32309  
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Fax: 904.633.1112  
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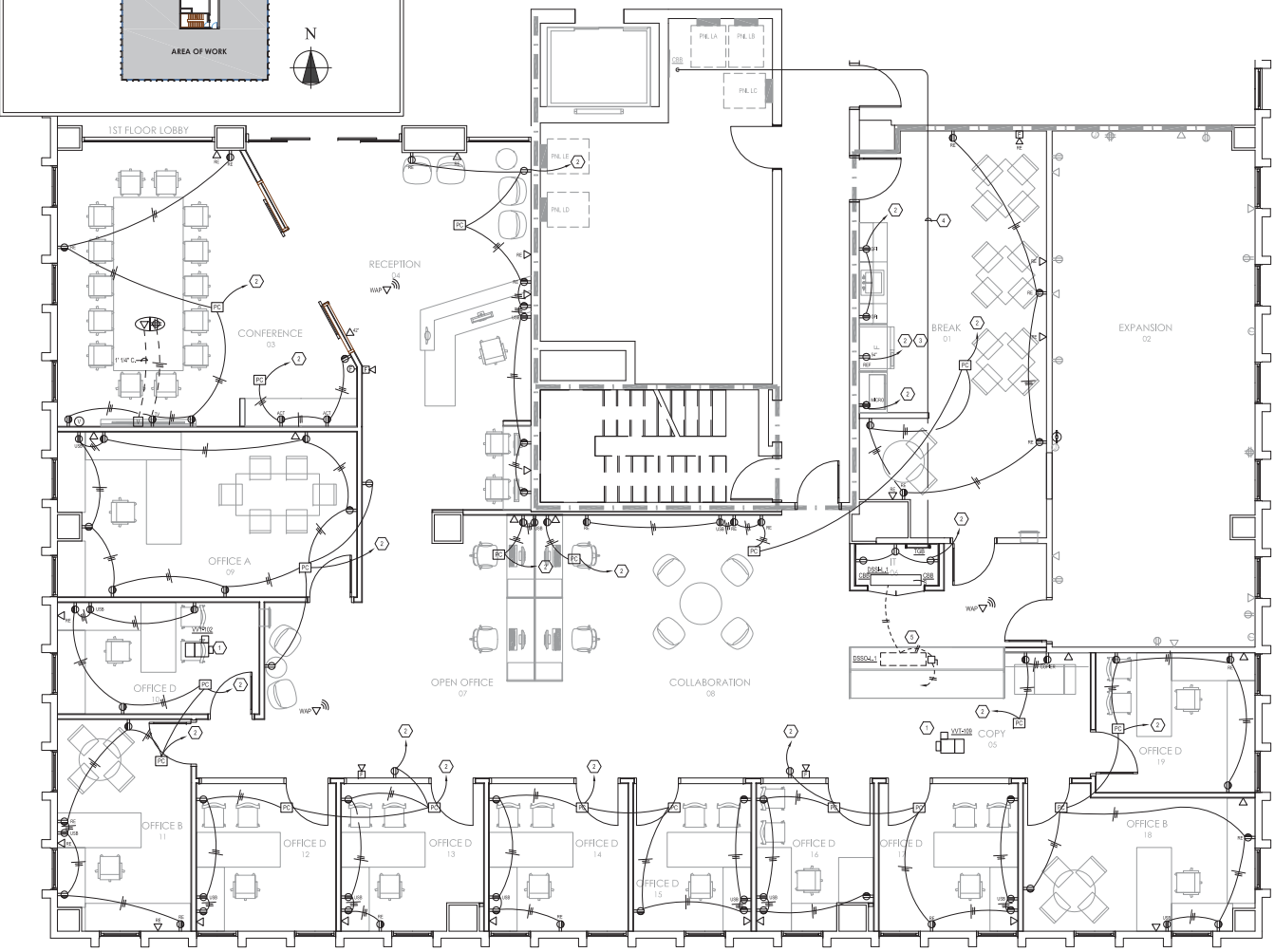
BANK OF AMERICA 1ST FLOOR RENOVATIONS  
OFFICE OF ECONOMIC VITALITY  
Tallahassee, Florida

100% SUBMITTAL

PROJ. NO.	1406119
DATE	02/27/2019
DRAWN	JEN
CHECKED	MBO
APPROVED	PCL
REVISION	
REVISION DATE	

RENOVATION PLAN - POWER

**E201**



1 RENOVATION PLAN - POWER  
E201 1/4" = 1'-0"



# PROJECT SPECIFICATIONS

BANK OF AMERICA 1<sup>ST</sup> FLOOR RENOVATIONS  
OFFICE OF ECONOMIC VITALITY  
315 SOUTH CALHOUN STREET  
TALLAHASSEE, FLORIDA 32301

## CONSTRUCTION DOCUMENTS

August 27, 2019



BANK OF AMERICA 1<sup>st</sup> FLOOR RENOVATIONS  
OFFICE OF ECONOMIC VITALITY  
315 SOUTH CALHOUN STREET  
TALLAHASSEE, FLORIDA 32301

## SPECIFICATIONS INDEX

### DIVISION 0 – PROCUREMENT AND CONTRACTING REQUIREMENTS

SECTION 00 00 18 – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION  
- AIA A201-2017

### DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01 11 00 - SUMMARY OF THE WORK  
SECTION 01 12 00 - MATERIALS AND EQUIPMENT  
SECTION 01 31 00 - COORDINATION  
SECTION 01 33 00 - SUBMITTALS  
SECTION 01 40 00 - QUALITY CONTROL SERVICES  
SECTION 01 73 29 - CUTTING AND PATCHING

### DIVISION 2 – EXISTING CONDITIONS

SECTION 02 41 19 – SELECTIVE DEMOLITION  
SECTION 02 81 00 – ASBESTOS AND LEAD ABATEMENT

### DIVISION 6 – WOODS, PLASTICS AND COMPOSITES

SECTION 06 10 00 – ROUGH CARPENTRY  
SECTION 06 40 00 – ARCHITECTURAL WOODWORK

### DIVISION 8 – OPENINGS

SECTION 08 11 13 – STEEL DOORS AND FRAMES  
SECTION 08 14 16 – FLUSH WOOD DOORS  
SECTION 08 41 13 – ALUMINUM-FRAMED ENTRANCES  
SECTION 08 70 00 – DOOR HARDWARE  
SECTION 08 71 00 – DOOR HARDWARE SCHEDULE

### DIVISION 9 – FINISHES

SECTION 09 21 16 – DRYWALL ASSEMBLIES  
SECTION 09 51 00 – ACOUSTICAL CEILINGS  
SECTION 09 65 00 – RESILIENT FLOORING  
SECTION 09 68 00 – CARPET  
SECTION 09 91 00 – PAINTING

### DIVISION 10 – SPECIALTIES

SECTION 10 44 16 – FIRE EXTINGUISHERS

END OF INDEX

SECTION 00018 – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The “General Conditions of the Contract for Construction”, American Institute of Architect’s Form A-201, 2017 Edition, is included herein by reference and shall be used on this project. The contractor shall download a copy of the Leon County ‘s Facilities Design Guidelines requirements from the Leon County’s website. Should any conflicts between these Guidelines and Construction Documents exist, the more stringent requirement shall govern.



# AIA® Document A201™ – 2017

## *General Conditions of the Contract for Construction*

for the following PROJECT:

*(Name and location or address)*

Bank of America 1st Floor Renovations  
315 South Calhoun Street, Tallahassee, Florida 32301

THE OWNER:

*(Name, legal status and address)*

Leon County  
1800-3 Blair Stone Road  
Tallahassee, FL 32308

THE ARCHITECT:

*(Name, legal status and address)*

MLD Architects  
211 John Knox Rd  
Tallahassee, FL 32303

### TABLE OF ARTICLES

- |    |  |
|----|--|
| 1  | GENERAL PROVISIONS                               |
| 2  | OWNER  |
| 3  | CONTRACTOR                                       |
| 4  | ARCHITECT  |
| 5  | SUBCONTRACTORS                                   |
| 6  | CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS |
| 7  | CHANGES IN THE WORK                              |
| 8  | TIME   |
| 9  | PAYMENTS AND COMPLETION                          |
| 10 | PROTECTION OF PERSONS AND PROPERTY               |
| 11 | INSURANCE AND BONDS                              |
| 12 | UNCOVERING AND CORRECTION OF WORK                |
| 13 | MISCELLANEOUS PROVISIONS                         |
| 14 | TERMINATION OR SUSPENSION OF THE CONTRACT        |
| 15 | CLAIMS AND DISPUTES                              |

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

## INDEX

(Topics and numbers in bold are Section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

### Access to Work

**3.16**, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,  
10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### Allowances

**3.8**

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

### Arbitration

8.3.1, 15.3.2, **15.4**

## ARCHITECT

**4**

Architect, Definition of

**4.1.1**

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,  
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,  
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and  
Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,  
4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,  
9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,  
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,  
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,  
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,  
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,  
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

### Award of Subcontracts and Other Contracts for Portions of the Work

**5.2**

### Basic Definitions

**1.1**

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,  
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

### Building Information Models Use and Reliance

**1.8**

Building Permit

3.7.1

### Capitalization

**1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

## **Certificates for Payment**

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval  
13.4.4

Certificates of Insurance  
9.10.2

## **Change Orders**

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

**Change Orders**, Definition of

### **7.2.1**

## **CHANGES IN THE WORK**

2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

**Claims**, Definition of

### **15.1.1**

Claims, Notice of  
1.6.2, 15.1.3

## **CLAIMS AND DISPUTES**

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4  
Claims and Timely Assertion of Claims  
15.4.1

### **Claims for Additional Cost**

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

### **Claims for Additional Time**

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

### **Concealed or Unknown Conditions, Claims for**

**3.7.4**

Claims for Damages  
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration  
15.4.1

## **Cleaning Up**

**3.15**, 6.3

Commencement of the Work, Conditions Relating to  
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

### **Commencement of the Work**, Definition of

**8.1.2**

## **Communications**

3.9.1, **4.2.4**

Completion, Conditions Relating to  
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

## **COMPLETION, PAYMENTS AND**

**9**

Completion, Substantial  
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions  
3.7.4, 4.2.8, 8.3.1, 10.3

## **Conditions of the Contract**

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

## **Consolidation or Joinder**

### **15.4.4**

## **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

1.1.4, **6**

### **Construction Change Directive**, Definition of

#### **7.3.1**

### **Construction Change Directives**

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

### **Contingent Assignment of Subcontracts**

**5.4**, 14.2.2.2

## **Continuing Contract Performance**

### **15.1.4**

**Contract**, Definition of

#### **1.1.2**

## **CONTRACT, TERMINATION OR SUSPENSION OF THE**

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to  
3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of  
1.5.2, 2.3.6, 5.3

**Contract Documents**, Definition of

#### **1.1.1**

### **Contract Sum**

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

**Contract Sum**, Definition of

#### **9.1**

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

**Contract Time**, Definition of

#### **8.1.1**

## **CONTRACTOR**

**3**

Contractor, Definition of

#### **3.1**, **6.1.2**

### **Contractor's Construction and Submittal Schedules**

**3.10**, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Init.

## Contractor's Liability Insurance

### 11.1

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2,

9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,

3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2,

6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6,

10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,

9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,

7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3,

15.1.3.1, 15.1.3.2, 15.2.1

**Correlation and Intent of the Contract Documents**

**1.2**

**Cost**, Definition of

**7.3.4**

Costs

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,

7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6,

11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

**Cutting and Patching**

**3.14**, 6.2.5

Damage to Construction of Owner or Separate

Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,

11.3, 14.2.4, 15.1.7

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

**Date of Commencement of the Work**, Definition of

**8.1.2**

**Date of Substantial Completion**, Definition of

**8.1.3**

**Day**, Definition of

**8.1.4**

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,

7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,

14.2.2, 14.2.4, 15.1, 15.2

**Decisions to Withhold Certification**

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance,

Rejection and Correction of

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,

9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,

6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

**Delays and Extensions of Time**

**3.2**, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**,

10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

**Digital Data Use and Transmission**

**1.7**

Disputes

6.3, 7.3.9, 15.1, 15.2

**Documents and Samples at the Site**

**3.11**

**Drawings**, Definition of

**1.1.5**

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2

**Emergencies**

**10.4**, 14.1.1.2, **15.1.5**

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,

10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,

9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,

3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,

9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,

10.4, 14.3, 15.1.6, **15.2.5**

**Failure of Payment**

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work  
(See Defective or Nonconforming Work)  
**Final Completion and Final Payment**  
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3  
Financial Arrangements, Owner's  
2.2.1, 13.2.2, 14.1.1.4  
**GENERAL PROVISIONS**  
**1**  
**Governing Law**  
**13.1**  
Guarantees (See Warranty)  
**Hazardous Materials and Substances**  
10.2.4, **10.3**  
Identification of Subcontractors and Suppliers  
5.2.1  
**Indemnification**  
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3  
**Information and Services Required of the Owner**  
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,  
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,  
14.1.1.4, 14.1.4, 15.1.4  
**Initial Decision**  
**15.2**  
**Initial Decision Maker, Definition of**  
1.1.8  
Initial Decision Maker, Decisions  
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
Initial Decision Maker, Extent of Authority  
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
**Injury or Damage to Person or Property**  
**10.2.8**, 10.4  
Inspections  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
9.9.2, 9.10.1, 12.2.1, 13.4  
Instructions to Bidders  
1.1.1  
Instructions to the Contractor  
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2  
**Instruments of Service, Definition of**  
**1.1.7**  
Insurance  
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,  
**11**  
Insurance, Notice of Cancellation or Expiration  
11.1.4, 11.2.3  
**Insurance, Contractor's Liability**  
**11.1**  
Insurance, Effective Date of  
8.2.2, 14.4.2  
**Insurance, Owner's Liability**  
**11.2**  
**Insurance, Property**  
**10.2.5**, 11.2, 11.4, 11.5  
Insurance, Stored Materials  
9.3.2  
**INSURANCE AND BONDS**  
**11**

Insurance Companies, Consent to Partial Occupancy  
9.9.1  
Insured loss, Adjustment and Settlement of  
11.5  
Intent of the Contract Documents  
1.2.1, 4.2.7, 4.2.12, 4.2.13  
**Interest**  
**13.5**  
**Interpretation**  
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1  
Interpretations, Written  
4.2.11, 4.2.12  
Judgment on Final Award  
15.4.2  
**Labor and Materials, Equipment**  
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,  
10.2.4, 14.2.1.1, 14.2.1.2  
Labor Disputes  
8.3.1  
Laws and Regulations  
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,  
9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,  
15.4  
Liens  
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8  
Limitations, Statutes of  
12.2.5, 15.1.2, 15.4.1.1  
Limitations of Liability  
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,  
4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,  
11.3, 12.2.5, 13.3.1  
Limitations of Time  
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,  
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,  
15.1.2, 15.1.3, 15.1.5  
**Materials, Hazardous**  
**10.2.4**, **10.3**  
Materials, Labor, Equipment and  
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,  
10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2  
Means, Methods, Techniques, Sequences and  
Procedures of Construction  
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2  
Mechanic's Lien  
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8  
**Mediation**  
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,  
15.4.1.1  
**Minor Changes in the Work**  
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**  
**MISCELLANEOUS PROVISIONS**  
**13**  
**Modifications, Definition of**  
**1.1.1**



Modifications to the Contract  
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

## **Mutual Responsibility**

### **6.2**

#### **Nonconforming Work, Acceptance of**

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of  
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

#### **Notice**

**1.6**, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance  
11.1.4, 11.2.3

#### **Notice of Claims**

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections  
13.4.1, 13.4.2

Observations, Contractor's  
3.2, 3.7.4

Occupancy  
2.3.1, 9.6.6, 9.8

Orders, Written  
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

## **OWNER**

### **2**

**Owner**, Definition of

#### **2.1.1**

**Owner**, Evidence of Financial Arrangements

**2.2**, 13.2.2, 14.1.1.4

**Owner**, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

**Owner's** Authority

1.5, 2.1.1, 2.3.3.2.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

**Owner's** Insurance

#### **11.2**

**Owner's** Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

**Owner's** Right to Carry Out the Work

**2.5**, 14.2.2

**Owner's** Right to Clean Up

#### **6.3**

**Owner's** Right to Perform Construction and to Award Separate Contracts

#### **6.1**

## **Owner's Right to Stop the Work**

### **2.4**

**Owner's** Right to Suspend the Work

14.3

**Owner's** Right to Terminate the Contract

14.2, 14.4

## **Ownership and Use of Drawings, Specifications and Other Instruments of Service**

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

#### **Partial Occupancy or Use**

9.6.6, **9.9**

#### **Patching, Cutting and**

**3.14**, 6.2.5

Patents

3.17

#### **Payment, Applications for**

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

#### **Payment, Certificates for**

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

#### **Payment, Failure of**

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

#### **Payment Bond, Performance Bond and**

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

#### **Payments, Progress**

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

## **PAYMENTS AND COMPLETION**

### **9**

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

#### **Performance Bond and Payment Bond**

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

#### **Permits, Fees, Notices and Compliance with Laws**

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

## **PERSONS AND PROPERTY, PROTECTION OF**

### **10**

Polychlorinated Biphenyl

10.3.1

**Product** Data, Definition of

#### **3.12.2**

#### **Product Data and Samples, Shop Drawings**

3.11, **3.12**, 4.2.7

#### **Progress and Completion**

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

#### **Progress Payments**

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

**Project**, Definition of

#### **1.1.4**

Project Representatives

4.2.10



## Property Insurance

10.2.5, 11.2

Proposal Requirements

1.1.1

## PROTECTION OF PERSONS AND PROPERTY

10

Regulations and Laws

1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4

Rejection of Work

4.2.6, 12.2.1

Releases and Waivers of Liens

9.3.1, 9.10.2

Representations

3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10

Retainage

9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3

Review of Contract Documents and Field

Conditions by Contractor

3.2, 3.12.7, 6.1.3

Review of Contractor's Submittals by Owner and Architect

3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2

Review of Shop Drawings, Product Data and Samples by Contractor

3.12

Rights and Remedies

1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, 13.3, 14, 15.4

Royalties, Patents and Copyrights

3.17

Rules and Notices for Arbitration

15.4.1

Safety of Persons and Property

10.2, 10.4

Safety Precautions and Programs

3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4

Samples, Definition of

3.12.3

Samples, Shop Drawings, Product Data and

3.11, 3.12, 4.2.7

Samples at the Site, Documents and

3.11

Schedule of Values

9.2, 9.3.1

Schedules, Construction

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors

1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2

Separate Contractors, Definition of

6.1.1

Shop Drawings, Definition of

3.12.1

Shop Drawings, Product Data and Samples

3.11, 3.12, 4.2.7

Site, Use of

3.13, 6.1.1, 6.2.1

Site Inspections

3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Special Inspections and Testing

4.2.6, 12.2.1, 13.4

Specifications, Definition of

1.1.6

Specifications

1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14

Statute of Limitations

15.1.2, 15.4.1.1

Stopping the Work

2.2.2, 2.4, 9.7, 10.3, 14.1

Stored Materials

6.2.1, 9.3.2, 10.2.1.2, 10.2.4

Subcontractor, Definition of

5.1.1

SUBCONTRACTORS

5

Subcontractors, Work by

1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7

Subcontractual Relations

5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1

Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

Subrogation, Waivers of

6.1.1, 11.3

Substances, Hazardous

10.3

Substantial Completion

4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Substantial Completion, Definition of

9.8.1

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

2.3.3

Substitutions of Materials

3.4.2, 3.5, 7.3.8

Sub-subcontractor, Definition of

5.1.2

Subsurface Conditions

3.7.4

Successors and Assigns

13.2

Init.

## **Superintendent**

**3.9**, 10.2.6

## **Supervision and Construction Procedures**

1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

## **Suppliers**

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

## **Surety**

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

## **Surety, Consent of**

9.8.5, 9.10.2, 9.10.3

## **Surveys**

1.1.7, 2.3.4

## **Suspension by the Owner for Convenience**

**14.3**

## **Suspension of the Work**

3.7.5, 5.4.2, 14.3

## **Suspension or Termination of the Contract**

5.4.1.1, 14

## **Taxes**

3.6, 3.8.2.1, 7.3.4.4

## **Termination by the Contractor**

**14.1**, 15.1.7

## **Termination by the Owner for Cause**

5.4.1.1, **14.2**, 15.1.7

## **Termination by the Owner for Convenience**

**14.4**

## **Termination of the Architect**

2.3.3

## **Termination of the Contractor Employment**

14.2.2

## **TERMINATION OR SUSPENSION OF THE CONTRACT**

**14**

## **Tests and Inspections**

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

## **TIME**

**8**

## **Time, Delays and Extensions of**

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

## **Time Limits**

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

## **Time Limits on Claims**

3.7.4, 10.2.8, 15.1.2, 15.1.3

## **Title to Work**

9.3.2, 9.3.3

## **UNCOVERING AND CORRECTION OF WORK**

**12**

## **Uncovering of Work**

**12.1**

## **Unforeseen Conditions, Concealed or Unknown**

3.7.4, 8.3.1, 10.3

## **Unit Prices**

7.3.3.2, 9.1.2

## **Use of Documents**

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

## **Use of Site**

**3.13**, 6.1.1, 6.2.1

## **Values, Schedule of**

**9.2**, 9.3.1

## **Waiver of Claims by the Architect**

13.3.2

## **Waiver of Claims by the Contractor**

9.10.5, 13.3.2, **15.1.7**

## **Waiver of Claims by the Owner**

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

## **Waiver of Consequential Damages**

14.2.4, 15.1.7

## **Waiver of Liens**

9.3, 9.10.2, 9.10.4

## **Waivers of Subrogation**

6.1.1, **11.3**

## **Warranty**

**3.5**, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

## **Weather Delays**

8.3, 15.1.6.2

## **Work, Definition of**

**1.1.3**

## **Written Consent**

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

## **Written Interpretations**

4.2.11, 4.2.12

## **Written Orders**

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### § 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk

and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 OWNER

### § 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### § 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.



§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in

such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or

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equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;



- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### § 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### § 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages,

compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of



other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

## § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor’s Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner’s or Separate Contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor’s delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

## § 6.3 Owner’s Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

## § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

## § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.



§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or

(3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

## § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

## § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

## § 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.



§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

#### § 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

#### § 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

#### § 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

#### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

#### § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by



an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

### § 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

### § 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

### § 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract

Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

## § 12.2 Correction of Work

### § 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

### § 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

## § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in

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Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

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- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

## § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or Suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

## § 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.



§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

#### § 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 Claims

##### § 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

##### § 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

##### § 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

##### § 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### § 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

#### § 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

#### § 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand

for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



## SECTION 01 11 00 - SUMMARY OF THE WORK

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

#### 1.2 PROJECT/WORK IDENTIFICATION:

- A. General: Project name is Bank of America Building 1<sup>ST</sup> Floor Renovations, Tallahassee, Florida, as shown on the Contract Documents prepared by the Architect.
- B. Summary of References: Work of the Contract can be summarized by references to the Contract, General Conditions, Supplementary Conditions, Specification Sections, Drawings, addenda and modifications to the contract documents issued subsequent to the initial printing of this project manual and including but not necessarily limited to printed material referenced by any of these. It is recognized that work of the contract is also unavoidably affected or influenced by governing regulations, natural phenomenon including weather conditions and other forces outside the contract documents.
- C. Abbreviated Written Summary: Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:

The Work Includes: Interior renovations to a portion of the 1st floor as indicated on the plans including selective demolition of interior partition walls, casework, flooring, ceiling grid, tiles and lighting fixtures, installation of new interior partition walls, priming and painting 2 coats to new walls as well as patching/painting existing walls, new doors, flooring, and installation of new casework. Additional work includes modifications to the HVAC system, controls and ductwork, electrical wiring for new lighting fixtures and power outlets.

#### 1.3 CONTRACTOR USE OF PREMISES:

- A. General: The Contractor shall limit his presence on the site to the work indicated.
- B. Use of the Site: Confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated, are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project construction.
  - 1. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of soils and landscape planting, materials and location of storage sheds to the areas agreed upon. If additional storage is necessary, obtain and pay for such storage off site.
  - 2. Lock automotive type vehicles, such as trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent

unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.

3. Very limited space shall be allotted for Contractor/Subcontractor vehicle parking.

#### 1.4 IDENTIFICATION OF CONTRACTOR'S EMPLOYEES:

- A. All employees of the Contractor, Subcontractors, Sub-Subcontractors and other personnel on the project site shall have a laminated badge or company shirt with the following information:
  1. Worker's name.
  2. Employer's name.
- B. Identification badge or company shirt shall be worn and visible at all times when on the project site.

#### 1.5 OWNER OCCUPANCY:

- A. Owner Occupancy: Cooperate fully with the Owner or his representative during construction operations to minimize conflicts, provide complete information as to those areas of restricted occupancy by work, and maintain safe conditions and to facilitate Owner usage. Perform the work so as not to interfere with the Owner's operations as designated.

#### 1.6 ALTERATIONS AND COORDINATION:

- A. General: The work of this Contract includes coordination of the entire work of the project, including preparation of general coordination drawings, diagrams and schedules, and control of site utilization, from beginning of construction activity through project close-out and warranty periods.
- B. Alterations: Where applicable, requirements of the contract documents apply to alteration work in the same manner as to new construction.

#### 1.7 MISCELLANEOUS PROVISIONS:

- A. General: All work executed under the scope of this contract shall comply with the Steel Structures Painting Council guidelines for application of industrial and architectural coatings modified with additional methodology and regulatory requirements.
- B. All components scheduled to be replaced shall be replaced with new components and shall be supplied to meet architectural specifications. All components shall be certified to be free of lead based paint before installation.
- C. General Performance Requirements for Completed Work: The Contract Documents indicate the intended scope of work on the building and the individual coating and sealant systems and finishes. Compliance with governing regulations is intended and required for the work and for the Owner's occupancy and utilization.

END OF SECTION 01 11 00

## SECTION 01 12 00 - MATERIALS AND EQUIPMENT

### PART 1 - GENERAL:

#### 1.1 STANDARDS:

- A. Reference to standards, codes specifications, recommendations and regulations: refer to the latest edition of printing in effect at the date of issue shown in the Documents, unless other date is implied by the suffix number of the standard.
- B. Applicable portions of the standards listed that are not in conflict with the Contract Documents shall be constructed as Specifications for this work.
- C. Specified variations from the standards listed shall be constructed as amendments and the unaltered portions of the Standards shall remain in full effect.
- D. In cases of discrepancies or variations between the listed Standards, the more stringent requirements shall govern.
- E. Keep at the site not less than one copy, in good condition, of the standards specifically indicated as the methods for applying, installing, connecting and erecting. Inform involved personnel as to the requirements and availability of the standards.

#### 1.2 DELIVERY AND STORAGE:

- A. Schedule deliveries and unloading to prevent traffic congestion, blocking of access and interference with work. Arrange deliveries to avoid larger accumulations than can be suitably stored at site.
- B. Pack and handle material to prevent damage during loading, delivering and storing.
- C. Deliver packaged materials to site in manufacturer's original, unopened, labeled containers. Do not open containers until approximate time for use.
- D. Store materials at locations that will not interfere with progress of work. Arrange locations of storage areas in approximate order of intended use.
- E. Do not store materials on the roof.
- F. Store materials in a manner that will prevent damage to materials or structure, and that will prevent injury to persons.

1.3 STORING AREAS:

- A. The Owner will make available limited storage areas on the building site. At the start of the operation, make arrangements with the Owner's representative for the assignment of the areas. During construction maintain the areas in a neat condition.

1.4 MANUFACTURER'S DIRECTIONS:

- A. Prepare and apply products and materials according to the recommendations of the manufacturer when such recommendations are not in conflict with the Contract Documents.
- B. Furnish to the Architect copies of the manufacturer's recommendations. Secure approval of recommendations before proceeding with work.
- C. Keep at site not less than one copy, in good condition, of manufacturer's recommendations or directions pertaining to work at the site and MSDS sheets on all products and materials being used. Inform involved personnel of requirements and availability of manufacturer's recommendations.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01 12 00

## SECTION 01 31 00 - COORDINATION

### PART 1 - GENERAL

#### 1.1 WORK INCLUDED

- A. Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the work in accordance with the Contract Documents.
- B. Contractor shall be solely responsible for all means, methods, techniques, sequences and procedures of construction, and for providing adequate safety precautions and coordinating all portions of the work under the Contract Documents.
- C. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents.
- D. Contractor shall be responsible for all project coordination.

#### 1.2 RELATED REQUIREMENTS

- A. Section 01010 - Summary of Work
  - 1. Bidding Conditions
  - 2. Contractual Requirements

#### 1.3 DESCRIPTION

- A. Coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.
  - 1. Maintain reports and records at job site:
    - a. Daily log of progress of work and other pertinent data. Maintain log accessible to Owner, Architect/Engineer and his representative.
    - b. Assemble documentation for handling of any claims or disputes which may arise.
  - 2. Inspections and Testing:
    - a. Inspect the work to assure that it is performed in accordance with the requirements of the Contract Documents.
    - b. Arrange with the Architect/Engineer and/or owner as applicable for special inspections or testing required by Section 01410 or other specification sections.
    - c. Reject work which does not conform to requirements of the Contract Documents.
- B. Coordinate sequence of work to insure proposed completion dates are met.

1. Construction Schedule:
  - a. Prepare detailed schedule of Contractor's operations and for all subcontractors on the project.
  - b. Monitor schedules as work progresses.
    - 1) Identify potential variances between scheduled and probable completion date.
    - 2) Recommend to Architect/Engineer any adjustments in schedule to meet required completion date.
    - 3) Provide monthly summary reports of each monitoring.
  - c. Observe work to monitor compliance with schedule.
    - 1) Verify that labor and equipment are adequate to meet and maintain the schedule for the work.
    - 2) Verify that product deliveries are adequate to meet and maintain the schedule for the work.
    - 3) Report any non-compliance to Architect/Engineer, with recommendations for remedy.
    - 4) Verify that adequate services are provided to comply with requirements for work and climatic conditions.
    - 5) Verify proper maintenance and operation of temporary facilities.
    - 6) Administer traffic and parking controls for construction workers. Construction traffic shall not interfere with surrounding traffic movement.
2. Coordination of Subcontractors:
  - a. Coordinate work of all subcontractors and relationship between them.
  - b. Establish on-site lines of authority and communication. Schedule and conduct progress meetings among Owner and Architect/Engineer representatives and subcontractors.
  - c. Ensure that specified cleaning is done during progress of the work and at completion of contract.

#### 1.4 MEETINGS

- A. In addition to progress meeting specified in Section 01200, hold coordination meetings and pre-installation conferences with personnel and subcontractors to assure coordination of work.

#### 1.5 COORDINATION OF SUBMITTALS

- A. Schedule and coordinate submittals specified in Section 01340.
  - B. Administer processing of shop drawings, product data, and samples.
  - C. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
1. Coordinate Testing Laboratory Services:
    - a. Notify laboratory of test schedule.
    - b. Verify that required personnel are present.
    - c. Verify that specified tests are made as scheduled.

- d. Verify compliance of the test results with specified criteria. Determine need for retesting and submit recommendations to Architect/Engineer. Administer and pay for required retesting.
- 2. Coordinate with Sub-contractors as required:
  - a. Provide temporary utilities (electric, water) required by the Subcontractors in the performance of their work.
  - b. Provide designated location where the Subcontractors may place construction debris for removal by the Contractor.
- D. Coordinate requests for changes to assure compatibility of space, of operating elements, and effect on work of other sections.
  - 1. Recommend necessary of desirable changes to Architect/Engineer.
  - 2. Review subcontractor's requests for changes and substitutions. Submit recommendations to Architect/Engineer.
  - 3. Process Change Orders in accord with General Conditions and Change Order Procedures.

#### 1.6 COORDINATION OF SPACE

- A. Coordinate use of Project space and sequence of installation of subcontractor work which is indicated diagrammatically on Drawings. Follow routings shown for pipes, ducts, and conduits as closely as practicable, with due allowance for available physical space; make runs parallel with lines of building. Utilize space efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- B. In finished areas, except as otherwise shown, conceal pipes, ducts, and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.

#### 1.7 INTERPRETATION OF CONTRACT DOCUMENTS

- A. Consult with Architect/Engineer to obtain interpretation or clarifications for any portions of the contract documents which are unclear or ambiguous. Transmit all requests for interpretation in writing.
- B. Assist in the answering of any questions which may arise.
- C. Transmit written interpretations to Sub Contractors, Suppliers and Others who's work may be affected by the clarification.
- D. Interpretations shall be based on the Architect/Engineers review of the Contract Documents. In case of conflicting data, assumption shall be made that the item of greater quality/cost of quantity was bid.

#### 1.8 START-UP

- A. Direct the check-out of utilities, operational systems, and equipment.



- B. Assist in initial start-up and testing. Record dates of the start of the operations of systems and equipment.
- C. Submit to Architect/Engineer written notice of the beginning of warranty period for equipment put into service.

#### 1.9 COORDINATION OF CONTRACT CLOSEOUT

- A. Substantial Completion:
  - 1. Coordinate completion and cleanup of work in preparation for Substantial Completion.
  - 2. Upon determination of Substantial Completion of work or portion thereof, prepare for the Architect/Engineer a list of incomplete or unsatisfactory items.
- B. Final Completion:
  - 1. Upon determination that work is at final completion:
    - a. Submit written notice to Architect/Engineer that the work is ready for final inspection.
    - b. Secure and transmit to Architect/Engineer required closeout submittals.
  - 2. Turn over to Architect/Engineer.
    - a. Operations and maintenance data.
    - b. Spare parts and maintenance materials.
    - c. Warranties and other data as required for these specifications.
    - d. Owner file copies of all submittals, changes, etc.
- C. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- D. Assemble and coordinate closeout submittals specified.

#### PART 2 - PRODUCTS

Not used.

#### PART 3 - EXECUTION

Not used.

END OF SECTION 01 31 00

## SECTION 01 33 00 - SUBMITTALS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including;
  - 1. Contractor's construction schedule.
  - 2. Submittal schedule.
  - 3. Daily construction reports and drawings.
  - 4. Shop Drawings.
  - 5. Product Data.
  - 6. Samples.
- B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
  - 1. Special prequalification requirements.
  - 2. Applications for payment.
  - 3. Performance and payment bonds.
  - 4. Insurance certificates.
  - 5. List of Subcontractors.
- C. Inspection and test reports are included in Section "Quality Control Services."

#### 1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
  - 3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.

- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Project name, and building reference.
  2. Date.
  3. Name and address of Architect.
  4. Name and address of Contractor.
  5. Name and address of subcontractor.
  6. Name and address of supplier.
  7. Name of manufacturer.
  8. Number and title of appropriate Specification Section.
  9. Drawing number and detail references, as appropriate.
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
1. On the transmittal Record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

#### 1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar- chart type Contractor's construction schedule. Submit within 30 days of the date established for "Commencement of the Work".
1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values".
  2. Within each time bar indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
  3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
  4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work.
  5. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.
  6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.

- B. Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.
- C. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area must be sequenced or integrated with other activities.
- D. Cost Correlation: At the head of the schedule, provide a two item cost correlation line, indicating "precalculated" and "actual" costs. On the line show dollar-volume of Work performed as of the dates used for preparation of payment requests.
- E. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
  - 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- F. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

#### 1.5 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for establishment of the Contractor's construction schedule.

#### 1.6 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Architect at weekly intervals:
  - 1. Work completed this date
  - 2. Area of work (graphically indicate on reduced plaza deck drawing sheet attached this Section).
  - 3. Products used, number of gallons, square feet covered, coverage rate, etc.
  - 4. Approximate count of personnel at the site.
  - 5. High and low temperatures, humidity, general weather conditions.
  - 6. Accidents and unusual events.
  - 7. Meetings and significant decisions.
  - 8. Stoppages, delays, shortages, losses.
  - 9. Emergency procedures.
  - 10. Orders and requests of governing/inspecting authorities.
  - 11. Change Orders received, implemented.
  - 12. Field tests and inspections. Meter readings and similar recordings.
  - 13. Partial Completions.

14. Substantial Completions authorized.

1.7 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, and performance curves.
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
    - a. Manufacturer's printed recommendations.
    - b. Compliance with recognized trade association standards.
    - c. Compliance with recognized testing agency standards.
    - d. Application of testing agency labels and seals.
    - e. Notation of dimensions verified by field measurement.
    - f. Notation of coordination requirements.
  2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
  3. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.
  4. Submittals: Submit a minimum of five (5) copies of each required submittal. The Architect will retain three, and will return the others marked with action taken and corrections or modifications required.
    - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
  5. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
  6. Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
  7. Do not permit use of unmarked copies of Product Data in connection with construction.

1.8 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of materials, color range sets, and swatches showing color, texture and pattern.
1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Include the following:
    - a. Generic description of the Sample.
    - b. Sample source.
    - c. Product name or name of manufacturer.
    - d. Compliance with recognized standards.
    - e. Availability and delivery time.

2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
  3. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
- B. Submittals: Submit three (3) sets; one will be returned marked with the action taken.
1. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.
  2. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
  3. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- C. Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
1. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

#### 1.9 ARCHITECT'S ACTION

- A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.
1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action stamp.

#### PART 2 - PRODUCTS

Not used.

#### PART 3 - EXECUTION

Not used.

END OF SECTION 01 33 00

## SECTION 01 40 00 - QUALITY CONTROL SERVICES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for quality control services.
- B. Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to installation procedures.
  - 1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as installation procedures.
  - 2. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
  - 3. Requirements for the Contractor to provide quality control services required by the Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

#### 1.3 RESPONSIBILITIES

- A. Contractor Responsibilities: The Contractor shall provide inspections, tests and similar quality control services, specified in individual Specification Sections and required by material manufacturing except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity; these services include those specified to be performed by an independent agency provided by the Contractor. Costs for these services shall be included in the Contract Sum.
  - 1. The Contractor shall employ and pay an independent agency, to perform specified quality control services.
  - 2. The Owner may engage and pay for the services of an independent agency to perform inspections and tests specified as the Owner's responsibility.

3. Where the Owner has engaged a testing agency or other entity for testing and inspection of a part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner, unless otherwise agreed in writing with the Owner.
4. Retesting: The Contractor is responsible for retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
5. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.
6. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:
  7. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
  8. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
  9. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
  10. Security and protection of samples and test equipment at the Project site.
- B. Coordination: The Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition the Contractor and each agency shall coordinate activities to avoid, where possible, the necessity of removing and replacing construction to accommodate inspections and tests.

#### 1.4 SUBMITTALS

- A. The independent testing agency shall submit a certified written report of each inspection, test or similar service, to the Architect, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the inspection, test, or similar service, submit a certified written report of each inspection, test or similar service to the Architect and Owner's Representative, in duplicate.
  1. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:
    - a. Date of issue.
    - b. Project title and number.
    - c. Name, address and telephone number of testing agency.
    - d. Dates and locations/areas of samples and tests or inspections.
    - e. Names of individuals making the inspection or test.
    - f. Designation of the Work and test method.
    - g. Identification of product/material, quantity and Specification Section.
    - h. Complete inspection or test data.
    - i. Test results and an interpretations of test results.
    - j. Ambient conditions at the time of sample-taking and testing.



- k. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
- l. Name and signature of inspector.
- m. Recommendations on retesting, if applicable.

## 1.5 QUALITY ASSURANCE

- A. Qualification for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
  - 1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

## PART 2 - PRODUCTS

Not used.

## PART 3 - EXECUTION

### 3.1 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes.
- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION 01 40 00

## SECTION 01 73 29 - CUTTING AND PATCHING

### PART 1 - GENERAL

#### 1.1 DESCRIPTION OF WORK

- A. "Cutting-and-Patching" is hereby defined to include, but is not necessarily limited to, the cutting and patching of nominally completed and previously existing work in order to accommodate the coordination of work or the installation of other work or to uncover other work for access or inspection.
  - 1. Restoring or removing and replacing non-complying work is specified separately from cutting-and-patching, but may require cutting-and-patching operations as specified herein.
- B. Refer to other sections of these Specifications for specific cutting-and-patching requirements and limitations applicable to individual units of work.
  - 1. Refer to Division 15 and Division 16 Sections, for additional requirements and limitations on cutting-and-patching of mechanical and electrical work, respectively. The requirements of this section apply to mechanical and electrical work, unless otherwise indicated.

#### 1.2 QUALITY ASSURANCE

- A. Requirements for Structural Work:
  - 1. Do not cut-and-patch structural work in a manner resulting in a reduction of load-carrying capacity of load/deflection ratio.
  - 2. Prior to cutting-and-patching the following categories of work, obtain Architect's/Engineer's written direction to proceed with cutting-and-patching as proposed in submittal by Contractor:
    - a. Structural steel.
    - b. Bearing walls.
    - c. Miscellaneous structural metals, including lintels, equipment supports, stair systems and similar categories of work.
    - d. Operational and Safety Limitations:
- B. Do not cut-and-patch operational elements and safety related components in a manner resulting in a reduction of capacities to perform in the manner intended, including energy performances, or resulting in decreased operational life, increased maintenance, or decreased safety.
- C. Prior to cutting-and-patching the following categories of work and similar categories where directed, obtain Architect's/Engineer's written direction to proceed with cutting-and-patching as proposed in submittal by Contractor:
  - 1. Primary operational systems and equipment Control, communication, conveying, and electrical wiring system.

D. Visual Requirements:

1. Do not cut and patch work which is exposed on exterior (or exposed in occupied spaces of the building) in a manner resulting in a reduction of visual qualities or resulting in substantial evidence of cut-and-patch work both as judged solely by Architect. Remove and replace work judged by Architect/Engineer to be cut-and-patched in a visually unsatisfactory manner.
2. Engage recognized expert entities to perform cutting-and-patching of exposed work including, but not limited to:
  - a. Roofing
  - b. Plaster
  - c. Stucco
  - d. Gypsum drywall
  - e. Acoustic ceilings

1.3 SUBMITTALS

A. Proposals for Cutting-and-Patching:

1. Where prior written direction of cutting-and-patching is required, submit proposal well in advance of time work will be performed and request written direction to proceed. Include description of why cutting-and-patching can not (reasonably) be avoided, how it will be performed, products to be used, forms and tradesmen to perform the work, approximate dates of the work, and anticipated results in terms of variations from work as originally completed (structural, operational, visual and other qualities of significance). Where applicable, include cost proposal, suggested alternatives to cutting-and-patching procedure proposed, and a description of circumstances which lead to need for cutting-and-patching.
2. Written direction by Architect/Engineer to proceed with proposed cutting-and-patching does not waive the right to later required complete removal and replacement of work found to be cut-and-patched in an unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Provide materials for cutting-and-patching which will result in equal-or-better work than work being cut-and-patched, in terms of performance characteristics and including visual effect where applicable. Comply with requirements, and use materials identical with original materials where feasible and where recognized that satisfactory results can be produced thereby.

2.2 PREPARATION

A. Temporary Support:

1. Provide adequate temporary support for work to be cut to prevent failure.

2. Do not endanger other work.

## 2.3 PROTECTION

- A. Provide adequate protection of other work during cutting-and-patching to prevent damage and provide protection of the work from adverse weather exposure.
- B. At the close of every work day all openings into secure areas and interior spaces left exposed due to cutting and patching activities shall be secured by the contractor to prevent entry or vandalism.

## PART 3 - EXECUTION

### 3.1 CUTTING AND PATCHING

- A. Employ skilled tradesmen to perform cutting-and-patching. Except as otherwise indicated, proceed with cutting-and-patching at earliest feasible time in each instance and complete work without delay.
- B. Cut work by methods least likely to damage work to be retained and work adjoining. Review proposed procedure with original Installer where possible, and comply with recommendations therefrom.
  1. In general, where physical cutting action is required, cut work with sawing and grinding tools, not with hammering and chopping tools. Core drill openings for pipe and conduit through concrete and masonry.
  2. Comply with requirements of applicable sections of Division 2 where cutting-and-patching requires excavating and backfilling.
- C. Patch with seams which are durable and as invisible as possible. Where feasible, inspect and test patched areas to demonstrate integrity of work.
- D. Restore exposed finishes of patched areas and where necessary extend finish restoration onto retained work adjoining in a manner which will eliminate evidence of patching and refinishing.
- E. Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch after patched area has received prime and base coats.
- F. All penetrations through fire-rated construction shall be fire stopped as per NEC 300-21 using a through penetration fire-stop system (XHEZ) listed in the Underwriters Laboratory Fire Resistance Directory.

END OF SECTION 01 73 29

## SECTION 02 41 19 - SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Unless otherwise indicated, demolished materials become Contractor's property.
- B. Comply with EPA regulations and disposal regulations of authorities having jurisdiction.
- C. Conduct demolition without disrupting Owner's occupation of the building.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 3.1 DEMOLITION

- A. Maintain and protect existing utilities to remain in service before proceeding with demolition, providing bypass connections to other parts of the building.
- B. Locate, identify, shut off, disconnect, and cap off utility services to be demolished.
- C. Employ a certified, licensed exterminator to treat building and to control rodents and vermin.
- D. Conduct demolition operations and remove debris to prevent injury to people and damage to adjacent buildings and site improvements.
- E. Provide and maintain shoring, bracing, or structural support to preserve building stability and prevent movement, settlement, or collapse.
- F. Protect building structure or interior from weather and water leakage and damage.
- G. Protect remaining walls, ceilings, floors, and exposed finishes. Erect and maintain dustproof partitions. Cover and protect remaining furniture, furnishings, and equipment.
- H. Promptly patch and repair holes and damaged surfaces of building caused by demolition. Restore exposed finishes of patched areas and extend finish restoration into remaining adjoining construction.
- I. Promptly remove demolished materials from Owner's property and legally dispose of them. Do not burn demolished materials.

END OF SECTION 02 41 19

## SECTION 02 81 00 – ASBESTOS ABATEMENT

The asbestos abatement/remediation work plan specification is furnished from an independent environmental consultant and follows this cover sheet.

## SECTION 06 10 00 - ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Section Includes:

1. Carpentry work not specified as part of other sections and which generally is not exposed, except as otherwise indicated.
2. Rough carpentry for:
  - a. Miscellaneous lumber for attachment and support of other work.
3. Preservative treatment.

#### 1.2 REFERENCES

- A. APA Form E30L -- Residential & Commercial; American Plywood Association; 1990.
- B. APA PRP-108 -- Performance Standards and Policies for Structural-Use Panels; American Plywood Association; 1988 (Revised 1989).
- C. ASTM A 153-82(87) -- Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 1982 (Reapproved 1987).
- D. AWPB LP-2-88 -- American Wood Preservers Bureau Quality Control and Inspection Procedures for Softwood Lumber, Timber and Plywood Pressure Treated with Waterborne Preservatives for Above Ground Use; 1988.
- E. AWPB LP-22-88 -- American Wood Preservers Bureau Quality Control and Inspection Procedures for Softwood Lumber, Timber and Plywood Pressure Treated with Waterborne Preservatives for Ground Contact Use; 1988.
- F. Standard Grading Rules for Southern Pine Lumber; Southern Pine Inspection Bureau (SPIB); 1991 (with Supplements No. 1, 2, 3 and 4).
- G. National Design Specification for Wood Construction; American Forest and Paper Association (formerly National Forest Products Association; 1991.
- H. Design Values for Wood Construction, A Supplement to the 1991 Edition National Design Specification; American Forest and Paper Association (formerly National Forest Products Association); 1991.
- I. NBS PS 1-83 -- Construction and Industrial Plywood; U.S. Department of Commerce, National Bureau of Standards; 1983 (with 1984 Revision).
- J. NBS PS 20-70(86) -- American Softwood Lumber Standard; U.S. Department of Commerce, National Bureau of Standards; 1970 (Amended 1986).

- K. NFPA WCD #1 -- Manual for Wood Frame Construction; American Forest and Paper Association (formerly National Forest Products Association); 1988.

### 1.3 SUBMITTALS

- A. Framing Connectors and Supports: Submit manufacturer's standard data demonstrating compliance with building code requirements.
- B. Material Certificates: For dimension lumber specified by minimum allowable unit stress, submit:
  - 1. Statement of species and grade selected for each application.
  - 2. Grading agency's grading rules showing allowable design values accepted by the Board of Review of American Lumber Standards Committee.
- C. Treated Wood: Treating plant's instructions for use, including storage, cutting, and finishing.
  - 1. Pressure preservative treatment: Treating plant's certification of compliance with specified standards and stating process employed and preservative retention values.

### 1.4 QUALITY ASSURANCE

- A. Lumber: Comply with NBS PS 20 and approved grading rules and inspection agencies.
- B. Grade Stamps for Concealed Lumber: Each piece of lumber, applied by inspection agency and showing compliance with each specified requirement.

### 1.5 DELIVERY STORAGE AND HANDLING

- A. Protect wood products against moisture and dimensional changes. Support stacks at several uniformly spaced points to prevent deformation. Store stacks raised above ground. Cover to protect from rain and snow. Select and arrange cover to allow air circulation under and all around stacks to prevent condensation. Maintain and restore displaced coverings. Remove from the site any wood products that have been subjected to moisture or that do not comply with the specified moisture requirements.

## PART 2 - PRODUCTS

### 2.1 DIMENSION LUMBER

- A. Size: Provide nominal sizes indicated, complying with NBS PS 20 except where actual sizes are specifically required.
  - 1. Surfacing: Smooth lumber.
  - 2. Moisture content: Kiln-dry or MC15 (15 percent maximum moisture content).



- B. Miscellaneous Lumber: Provide dimension lumber and boards necessary for the support of work specified in other sections, whether or not specifically indicated, and including but not limited to blocking, nailers, etc.
  - 1. Moisture content: 15 percent maximum (kiln-dry).
  - 2. Lumber: S4S, No. 2 or standard grade.
  - 3. Boards: Construction, 2 common, or No. 2 grade.

## 2.2 BOARDS - LESS THAN 2 INCHES THICKNESS

- A. Moisture Content: Kiln-dry (15 percent maximum).
- B. Surfacing: Smooth.
- C. Grading Agency:
  - 1. SPIB.
- D. Species:
  - 1. Any allowed under referenced grading rules.
- E. Grade: No. 2, 2 common, or construction boards.

## 2.3 MISCELLANEOUS MATERIALS

- A. Fasteners: Provide as required by applicable codes and as otherwise indicated.
  - 1. Provide fasteners with a hot-dip zinc coating (ASTM A 153) for treated lumber and where wood is in ground contact, subjected to high relative humidity, or exposed to weather.
- B. Framing Connectors and Supports: Prefabricated, formed steel units; hot-dip galvanized finish unless otherwise indicated; type and size as required; approved by applicable codes.

## 2.4 WOOD TREATMENT BY PRESSURE PROCESS

- A. Above ground Lumber: AWPB ACQ (waterborne preservatives).
  - 1. Manufacturer's standard moisture content.
  - 2. Treat the following:
    - a. Wood in contact with roofing, flashing, or waterproofing.
    - b. Wood in contact with masonry or concrete.
    - c. Wood within 18 inches of grade.
    - d. All wood noted as pressure treated.
    - e. Other members indicated.
- B. Ground Contact Treatment: AWPB ACQ. (waterborne preservatives).

1. Treat the following:
  - a. Wood in contact with ground.
  - b. All wood notes as pressure treated.
- C. Fasteners for Preservative Treated Wood: Hot-dip galvanized steel (ASTM A153).

### PART 3 - EXECUTION

#### 3.1 INSTALLATION - GENERAL

- A. Arrange work to use full length pieces except where lengths would exceed commercially available lengths. Discard pieces with defects that would lower the required strength or appearance of the work.
- B. Cut and fit members accurately. Install plumb and true to line and level.
- C. Fasten carpentry in accordance with applicable codes and recognized standards.
- D. Where exposed, countersink nails and fill flush with suitable wood filler.
- E. Use fasteners of appropriate type and length. Pre-drill members when necessary to avoid splitting wood.

#### 3.2 MISCELLANEOUS CARPENTRY

- A. Provide miscellaneous blocking, nailers, grounds, and framing as shown and as required for support of facing materials, fixtures, specialty items, and trim. Cut and shape to the required size. Provide in locations required by other work.
- B. Use countersunk fasteners appropriate to applied loading.
- C. Install permanent grounds for concrete and masonry where required.

#### 3.3 WOOD FRAMING - GENERAL

- A. Comply with sizes, spacing, and configurations indicated. Where not specifically indicated, comply with applicable codes and NFPA "Manual for Wood Frame Construction." Splice members only where specifically indicated or approved.
- B. Space fasteners as indicated. Where not specifically indicated, comply with applicable codes and the "Recommended Nailing Schedule" of NFPA "Manual for Wood Frame Construction" and "National Design Specification for Wood Construction."

END OF SECTION 06 10 00

## SECTION 06 40 00 - ARCHITECTURAL WOODWORK

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

#### 1.2 DESCRIPTION OF WORK:

- A. Extent of each type of architectural woodwork is indicated on drawings and in schedules.
- B. Types of architectural woodwork include the following:
  - 1. Architectural laminate clad cabinets.
  - 2. Epoxy work surface countertops

#### 1.3 QUALITY ASSURANCE:

- A. AWI Quality Standard: Comply with applicable requirements of "Architectural Woodwork Quality Standards" published by the Architectural Woodwork Institute (AWI), except as otherwise indicated.
- B. Installer Qualifications: Arrange for installation of architectural woodwork by a firm which can demonstrate successful experience in installing architectural woodwork items similar in type and quality to those required for this project.

#### 1.4 SUBMITTALS:

- A. Quality Certification: Submit woodwork Manufacturer's (Fabricator's) certification, stating that fabricated woodwork complies with quality grades and other requirements indicated.
- B. Shop Drawings: Submit shop drawings showing location of each item, dimensioned plans and elevations, large scale details, attachment devices and other components. Show edge details, locations and sizes of cutouts and holes for plumbing fixtures, faucets, and other items installed in solid surface.
- C. Samples:
  - 1. Plastic laminate, for each type, color, pattern and surface finish.
  - 2. Epoxy resin material, for each type, color, pattern and surface finish; min. 6 inch x 6 inch sample in specified black matte.

#### 1.5 DELIVERY, STORAGE, AND HANDLING:

- A. Protect woodwork during transit, delivery, storage and handling to prevent damage, soiling and deterioration.
- B. Do not deliver woodwork, until painting, wet work, grinding and similar operations which could damage, soil or deteriorate woodwork have been completed in installation areas. If,

due to unforeseen circumstances, woodwork must be stored in other than installation areas, store only in areas meeting requirements specified for installation areas.

1.6 PROJECT CONDITIONS:

- A. Conditioning: Woodwork Manufacturer and Installer shall advise Contractor of temperature and humidity requirements for woodwork installation and storage areas. Do not install woodwork until required temperature and relative humidity have been stabilized and will be maintained in installation areas.
- B. Maintain temperature and humidity in installation area as required to maintain moisture content of installed woodwork within a 1.0 percent tolerance of optimum moisture content, from date of installation through remainder of construction period. Require Woodwork Manufacturer to establish optimum moisture content and required temperature and humidity conditions.

1.7 WARRANTY:

- A. Provide manufacturer's warranty against defects in materials for plastic laminate and solid surface materials.
  - 1. Warranty shall provide material and labor to repair or replace defective materials.
  - 2. Damage caused by physical or chemical abuse or damage from excessive heat will not be warranted.
- B. Manufacturer's warranty period:
  - 1. Plastic Laminate: one year from date of substantial completion.
  - 2. Epoxy Resin: ten years from date of substantial completion.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Plastic Laminate Manufacturers: Subject to compliance with requirements, manufacturers offering high pressure decorative laminates which may be incorporated in the work include the following:
  - 1. Wilsonart
  - 2. Nevemar
  - 3. Formica
  - 4. Pionite
- B. Solid Surface Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Insul-Serv
  - 2. Laboratory Design and Supply
  - 3. Hawkins Scientific, Inc

2.2 FABRICATION, GENERAL:

- A. Wood Moisture Content: Comply with requirements of referenced quality standard for moisture content of lumber at time of fabrication and for relative humidity conditions in the installation areas.

- B. Fabricate woodwork to dimensions, profiles, and details indicated with openings and mortises precut, where possible, to receive hardware and other items and work.
  - 1. Ease edges to a 1/16" radius, for corners of cabinets and edges of solid wood (lumber) members less than 1" in nominal thickness, 1/8" radius for edges of rails and similar members over 1" in nominal thickness.
- C. Complete fabrication, assembly, finishing, hardware application, and other work before shipment to project site to maximum extent possible. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
- D. Pre-Cut Openings: Fabricate architectural woodwork with pre-cut openings, where possible, to receive hardware, appliances, plumbing fixtures, electrical work and similar items. Locate openings accurately and use templates or roughing-in diagrams for proper size and shape. Smooth edges of cutoffs and, where located in countertops and similar exposures seal edges of cutouts with a water-resistant coating.
- E. Measurements: Before proceeding with fabrication of woodwork required to be fitted to other construction, obtain field measurements and verify dimensions and shop drawing details as required for accurate fit.

## 2.3 ARCHITECTURAL CABINETS, LAMINATE CLAD:

- A. Quality Standard: Comply with AWI Section 400 and its Division 400B.
- B. Laminate Clad Cabinets: Comply with the following requirements:
  - 1. Grade: Premium.
  - 2. Type of Cabinet Construction: European styled construction
  - 3. Laminate Cladding: High pressure decorative laminate complying with NEMA LD 3 and as follows:
    - a. Colors, Patterns and Finishes: As selected by Owner/Architect
    - b. Laminate Grade for Exposed Surfaces: Provide laminate cladding complying with the following requirements for type of surface and grade.
      - 1). Horizontal Surfaces Other Than Tops: GP-50 (0.050" nominal thickness).
      - 2). Postformed Surfaces: PF-42 (0.042" nominal thickness).
      - 3). Vertical Surfaces: GP-50 (0.050" nominal thickness).
      - 4). Edges: GP-50 (0.050" nominal thickness).
      - 5). Semi-Exposed Surfaces: Provide surface materials indicated below:
      - 6). Woodworker's standard low pressure laminate.

## 2.4 CABINET HARDWARE AND ACCESSORY MATERIALS:

- A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets, except for items which are specified in Division-8 section "Finish Hardware".
- B. Hardware Standard: Comply with ANSI/BHMA A156.9 "American National Standard for

Cabinet Hardware" for items indicated by reference to BHMA numbers or referenced to this standard.

- C. Hardware Finishes: Comply with BHMA 1301 for finishes indicated by BHMA Code Numbers or if not otherwise indicated, provide finishes complying with requirements indicated below:
  - 1. For exposed hardware comply with requirements indicated for finish and base indicated by BHMA Code Number below.
    - a. "Satin Chrome"
  - 2. For concealed hardware provide manufacturer's standard finish which complies with product class requirements of ANSI/BHMA A156.9.
- D. Adjustable Shelf Brackets: K & V 2562C flush mounted standards with #256 shelf support clips (nickel finish).
- E. Adjustable Shelf Brackets (wall mounted): K & V 87ANO Standards and 187 Bracket with 210, 211 and 212 shelf rests with 129 rubber cushion.
- F. Drawer Guides: K & V 1600-21 extension self closing drawer slide.
- G. Concealed Hinges: Grass 3703; 110 degree opening, full overlay. One pair for doors up to 48" in height; 1-1/2 pair for higher doors.
- H. Pulls: Stanley 4484, #348315, wire pulls in 26D finish "satin chrome."
- I. Locks: Timberline Lock Limited, C8280, with LP 100 lock cylinder.
- J. Magnetic Catches: All doors - EPCO #592 with BHMA Code 613 (Oil Rubbed Bronze) finish (US 10B).
- K. Shelf Supports: Allen Field 55011, white finish.

## 2.5 ARCHITECTURAL CABINET TOPS:

- A. Quality Standard: Monolithic, cast epoxy resin with high heat and chemical resistance.
- B. Type of Top: Epoxy resin:
  - 1. For Horizontal Surface: Polymerized cast resin material, ASTM D785, ASTM D570, ASTM D794, ASTM 648.
    - a. Thickness: 1"
    - b. Colors, Patterns, and Finishes: As indicated selected by Owner/Architect
      - 1). Mounting: Seamed undermount.
      - 2). Edge Treatment: ¼" machined radius top edge and bevel corners.
      - 3). Backsplash: Coved.
      - 4). Sidesplash: Cut to size and finished with epoxy sealant at joint.
      - 5). Surface: Flat.
      - 6). Finish: Matte.
      - 7). Provide in longest practical length (96" min). All joints shall be bonded with highly chemical and corrosion resistant epoxy adhesive. Provide

1/8" drip groove on underside of exposed edges set back 1/2" from edge.  
All exposed edges to be molded or finished.

## 2.6 FASTENERS AND ANCHORS:

- A. Screws: Select material, type, size and finish required for each use. Comply with FS FF-S-111 for applicable requirements.
- B. Nails: Select material, type, size and finish required for each use. Comply with FS FF-N-105 for applicable requirements.
  - 1. Provide stainless steel or aluminum nails for exposed exterior woodwork which is to receive transparent finish (if any). Provide any type of non-corrosive nail for other exterior woodwork.
- C. Anchors: Select material, type, size and finish required by each substrate for secure anchorage. Provide non-ferrous metal or hot- dip galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion-resistance. Provide toothed steel or lead expansion bolt devices for drilled-in-place anchors. Furnish inserts and anchors, as required, to be set into concrete or masonry work for subsequent woodwork anchorage.

## PART 3 - EXECUTION

### 3.1 PREPARATION:

- A. Condition woodwork to average prevailing humidity conditions in installation areas prior to installing.
- B. Pre-Installation Meeting: Meet at project site prior to delivery of architectural woodwork and review coordination and environmental controls required for proper installation and ambient conditioning in areas to receive work. Include in meeting the Contractor; Architect and other Owner Representatives (if any); Installers of architectural woodwork, wet work such as plastering, other finishes, painting, mechanical work and electrical work; and firms or persons responsible for continued operation (whether temporary or permanent) of HVAC system as required to maintain temperature and humidity conditions. Proceed with woodwork installation only when everyone concerned agrees that required ambient conditions can be maintained.
- C. Deliver concrete inserts and similar anchoring devices to be built into substrates, well in advance of time substrates are to be built.
- D. Prior to installation of architectural woodwork, examine shop fabricated work for completion, and complete work as required, including back priming and removal of packing.

### 3.2 INSTALLATION:

- A. Install woodwork plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8" in 8'-0" for plumb and level (including tops); and with no variations in flushness of adjoining surfaces.

- B. Scribe and cut woodwork to fit adjoining work, and refinish cut surfaces or repair damaged finish at cuts.
- C. Anchor woodwork to anchors or blocking built-in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation. Except where prefinished matching fasteners heads are required, use fine finishing nails for exposed nailing, countersunk and filled flush with woodwork, and matching final finish where transparent finish is indicated.
- D. Cabinets: Install without distortion so that doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete the installation of hardware and accessory items as indicated. Maintain veneer sequence matching (if any) of cabinets with transparent finish.
- E. Epoxy Resin Tops: Install components plumb, level and rigid, scribed to adjacent finishes, in accordance with approved shop drawings and product data.
  - 1. Provide product in largest pieces possible.
  - 2. Form field joints using manufacturer's recommended adhesive, with joints inconspicuous in finished work. Exposed joints/seams shall not be allowed.
  - 3. Reinforce field joints with solid surface strips extending a minimum of 1 inch on either side of the seam with the strip being the same thickness as the top.
  - 4. Cut and finish component edges with clean, sharp returns.
  - 5. Rout radii and contours to template.
  - 6. Anchor securely to base cabinets or other support systems as indicated.
  - 7. Align adjacent countertops and form seams to comply with manufacturer's written recommendations using adhesive in color to match countertop.
  - 8. Carefully dress joints smooth, remove surface scratches and clean entire surface.
  - 9. Install countertops with no more than 1 /8 inch sag, bow or other variation in straight line.

### 3.3 ADJUSTMENT, CLEANING, FINISHING, AND PROTECTION:

- A. Repair damaged and defective woodwork where possible to eliminate defects functionally and visually; where not possible to repair replace woodwork. Adjust joinery for uniform appearance.
- B. Clean, lubricate and adjust hardware.
- C. Clean woodwork on exposed and semi-exposed surfaces. Touch-up shop-applied finishes to restore damaged or soiled areas.
- D. Complete the finishing work specified as work of this section, to whatever extent not completed at shop or prior to installation of woodwork.
- E. Provide final protection and maintain conditions, in a manner acceptable to Fabricator and Installer, which ensures architectural woodwork being without damage or deterioration at time of final acceptance by Owner.

END OF SECTION 06 40 00



## SECTION 08 11 13 - STEEL DOORS AND FRAMES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

#### 1.2 DESCRIPTION OF WORK:

- A. Extent of standard steel doors and frames is indicated and scheduled on drawings.
- B. Finish hardware is specified elsewhere in Division-8.

#### 1.3 QUALITY ASSURANCE:

- A. Provide doors and frames complying with Steel Door Institute "Recommended Specifications: Standard Steel Doors and Frames" (SDI-100) and as herein specified.
- B. Fire-Rated Door Assemblies: Where fire-rated door assemblies are indicated or required, provide fire-rated door and frame assemblies that comply with NFPA 80 "Standard for Fire Doors and Windows", and have been tested, listed, and labeled in accordance with ASTM E 152 "Standard Methods of Fire Tests of Door Assemblies" by a nationally recognized independent testing and inspection agency acceptable to authorities having jurisdiction.

#### 1.4 SUBMITTALS:

- A. Product Data: Submit manufacturer's technical product data substantiating that products comply with requirements.
- B. Shop Drawings: Submit for fabrication and installation of steel doors and frames. Include details of each frame type, elevations of door design types, conditions at openings, details of construction, location and installation requirements of finish hardware and reinforcements, and details of joints and connections. Show anchorage and accessory items.
  - 1. Provide schedule of doors and frames using same reference numbers for details and openings as those on contract drawings.
  - 2. Indicate coordination of glazing frames and stops with glass and glazing requirements.
- C. Label Construction Certification: For door assemblies required to be fire-rated and exceeding sizes of tested assemblies, submit manufacturer's certification for that each door and frame assembly has been constructed to conform to design, materials and construction equivalent to requirements for labeled construction.

1.5 DELIVERY, STORAGE AND HANDLING:

- A. Deliver hollow metal work cartoned or crated to provide protection during transit and job storage. Provide additional sealed plastic wrapping for factory finished doors.
- B. Inspect hollow metal work upon delivery for damage. Minor damages may be repaired provided refinished items are equal in all respects to new work and acceptable to Architect; otherwise, remove and replace damaged items as directed.
- C. Store doors and frames at building site under cover. Place units on minimum 4" high wood blocking. Avoid use of non-vented plastic or canvas shelters which could create humidity chamber. If cardboard wrapper on door becomes wet, remove carton immediately. Provide 1/4" spaces between stacked doors to promote air circulation.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Acceptable Manufacturers: Subject to compliance with requirements, manufacturers offering steel doors and frames which may be incorporated in the work include, but are not limited to, the following:
  - 1. Steel Doors and Frames, (General):
    - a. Allied Steel Products, Inc.
    - b. Amweld/Div. American Welding & Mfg. Co.
    - c. Ceco Corp.
    - d. Copco Door Co.
    - e. Curries Mfg., Inc.
    - f. Dittco Products, Inc.
    - g. Fenestra Corp.
    - h. Kewanee Corp.
    - i. Mesker Industries, Inc.
    - j. Pioneer Bldrs. Products Corp./Div. CORE Industries, Inc.
    - k. Steelcraft/Div. American Standard Co.
    - l. Trussbilt, Inc.
    - m. Republic Builders Products Corp./Subs. Republic Steel.

2.2 MATERIALS:

- A. Hot-Rolled Steel Sheets and Strip: Commercial quality carbon steel, pickled and oiled, complying with ASTM A 569 and ASTM A 568.
- B. Cold-Rolled Steel Sheets: Commercial quality carbon steel, complying with ASTM A 366 and ASTM A 568.
- C. Galvanized Steel Sheets: Zinc-coated carbon steel sheets of commercial quality, complying with ASTM A 526, with ASTM A 525, G60 zinc coating, mill phosphatized.
- D. Supports and Anchors: Fabricate of not less than 18 gage galvanized sheet steel.

- E. Inserts, Bolts and Fasteners: Manufacturer's standard units, except hot-dip galvanize items to be built into exterior walls, complying with ASTM A 153, Class C or D as applicable.
- F. Shop Applied Paint:
  - 1. Primer: Rust-inhibitive enamel or paint, either air-drying or baking, suitable as a base for specified finish paints.

## 2.3 FABRICATION, GENERAL:

- A. Fabricate steel door and frame units to be rigid, neat in appearance and free from defects, warp or buckle. Wherever practicable, fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory assembled before shipment, to assure proper assembly at project site. Comply with SDI-100 requirements as follows:
  - 1. Interior Doors: SDI-100, Grade II, heavy-duty, Model 1, minimum 16-gage faces.
- B. Fabricate exposed faces of doors and panels, including stiles and rails of nonflush units, from only cold-rolled steel.
- C. Fabricate frames, concealed stiffeners, reinforcement, edge channels, louvers and moldings from either cold-rolled or hot-rolled steel (at fabricator's option).
- D. Fabricate exterior doors, panels, and frames from galvanized sheet steel. Close top and bottom edges of exterior doors as integral part of door construction or by addition of minimum 16-gage inverted steel channels.
- E. Exposed Fasteners: Unless otherwise indicated, provide countersunk flat Phillips heads for exposed screws and bolts.
- F. Finish Hardware Preparation: Prepare doors and frames to receive mortised and concealed finish hardware in accordance with final Finish Hardware Schedule and templates provided by hardware supplier. Comply with applicable requirements of ANSI A115 series specifications for door and frame preparation for hardware.
- G. Reinforce doors and frames to receive surface-applied hardware. Drilling and tapping for surface-applied finish hardware may be done at project site.
- H. Locate finish hardware as indicated on final shop drawings or, if not indicated, in accordance with "Recommended Locations for Builder's Hardware", published by Door and Hardware Institute.
- I. Shop Painting:
  - 1. Clean, treat, and paint exposed surfaces of steel door and frame units, including galvanized surfaces.
  - 2. Clean steel surfaces of mill scale, rust, oil, grease, dirt, and other foreign materials before application of paint.
- J. Apply shop coat of prime paint of even consistency to provide a uniformly finished surface ready to receive finish paint.

2.4 STANDARD STEEL DOORS:

- A. Provide metal doors of types and styles indicated on drawings or schedules.

2.5 STANDARD STEEL FRAMES:

- A. Provide metal frames for doors, transoms, sidelights, borrowed lights, and other openings, of types and styles as shown on drawings and schedules. Conceal fastenings, unless otherwise indicated. Fabricate frames of minimum 16-gage cold-rolled furniture steel.
  - 1. Fabricate frames with metered corners, welded construction for exterior applications and interior masonry wall applications.
- B. Door Silencers: Except on weatherstripped frames, drill stops to receive 3 silencers on strike jambs of single-swing frames and 2 silencers on heads of double-swing frames.
- C. Plaster Guards: Provide 26-gage steel plaster guards or mortar boxes, welded to frame, at back of finish hardware cutouts where mortar or other materials might obstruct hardware operation and to close off interior of openings.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. General: Install standard steel doors, frames, and accessories in accordance with final shop drawings, manufacturer's data, and as herein specified.
- B. Placing Frames: Comply with provisions of SDI-105 "Recommended Erection Instructions For Steel Frames", unless otherwise indicated.
  - 1. Except for frames located at in-place concrete or masonry and at drywall installations, place frames prior to construction of enclosing walls and ceilings. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is completed, remove temporary braces and spreaders leaving surfaces smooth and undamaged.
  - 2. In masonry construction, locate 3 wall anchors per jamb at hinge and strike levels.
  - 3. At in-place concrete or masonry construction, set frames and secure to adjacent construction with machine screws and masonry anchorage devices.
  - 4. Install fire-rated frames in accordance with NFPA Std. No. 80.
  - 5. In metal stud partitions, install at least 3 wall anchors per jamb at hinge and strike levels. In open steel stud partitions, place studs in wall anchor notches and wire tie. In closed steel stud partitions, attach wall anchors to studs with tapping screws.
- C. Door Installation:
  - 1. Fit hollow metal doors accurately in frames, within clearances specified in SDI-100.
  - 2. Place fire-rated doors with clearances as specified in NFPA Standard No. 80.

3.2 ADJUST AND CLEAN:

- A. Prime Coat Touch-up: Immediately after erection, sand smooth any rusted or damaged areas of prime coat and apply touch-up of compatible air-drying primer.
- B. Protection Removal: Immediately prior to final inspection, remove protective plastic wrappings from prefinished doors.
- C. Final Adjustments: Check and readjust operating finish hardware items, leaving steel doors and frames undamaged and incomplete and proper operating conditions.

END OF SECTION 08 11 13

## SECTION 08 14 16 - FLUSH WOOD DOORS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

#### 1.2 DESCRIPTION OF WORK:

- A. Extent of flush wood doors as indicated and scheduled on drawings.
- B. Finish hardware is specified elsewhere in Division-8.
- C. Hollow metal frames are specified elsewhere in Division-8.

#### 1.3 QUALITY ASSURANCE:

- A. Fire-Rated Door Assemblies: Where fire-rated door assemblies are indicated or required, provide fire-rated door and frame assemblies that comply with NFPA 80 "Standard for Fire Doors and Windows", and have been tested, listed, and labeled in accordance with ASTM E 152 "Standard Methods of Fire Tests of Door Assemblies" by a nationally recognized independent testing and inspection agency acceptable to authorities having jurisdiction.
- B. Glazing: All glazing in doors to be tempered. Provide factory fire rated glazing in all rated door assemblies as noted on schedule.

#### 1.4 SUBMITTALS:

- A. Product Data: Submit manufacturer's technical product data substantiating that products comply with requirements.
- B. Shop Drawings: Submit for fabrication and installation of wood doors and steel frames. Include details of each frame type, elevations of door design types, conditions at openings, details of construction, location and installation requirements of finish hardware and reinforcements, and details of joints and connections. Show anchorage and accessory items.
  - 1. Provide schedule of doors and frames using same reference numbers for details and openings as those on contract drawings.
  - 2. Indicate coordination of glazing frames and stops with glass and glazing requirements.
- C. Label Construction Certification: For door assemblies required to be fire-rated and exceeding sizes of tested assemblies, submit manufacturer's certification for that each door and frame

assembly has been constructed to conform to design, materials and construction equivalent to requirements for labeled construction.

1.5 DELIVERY, STORAGE AND HANDLING:

- A. Deliver wood doors cartoned or crated to provide protection during transit and job storage. Provide additional sealed plastic wrapping for factory finished doors.
- B. Inspect doors upon delivery for damage. Minor damages may be repaired provided refinished items are equal in all respects to new work and acceptable to Architect; otherwise, remove and replace damaged items as directed.
- C. Store doors and frames at building site under cover. Place units on minimum 4" high wood blocking. Avoid use of non-vented plastic or canvas shelters which could create humidity chamber. If cardboard wrapper on door becomes wet, remove carton immediately. Provide 1/4" spaces between stacked doors to promote air circulation.

PART 2 - PRODUCTS

2.1 FLUSH WOOD DOORS

- A. Doors for Stained Finish: Premium grade.
  - 1. Faces: Closed-grain hardwood, to match existing.
- B. Fire-Rated Solid-Core Doors: Core construction to provide fire rating indicated, faces and grade to match non-fire-rated doors.
  - 1. Composite blocking where required to eliminate through-bolting hardware.
  - 2. Laminated-edge construction.

2.2 FABRICATION AND FINISHING

- A. Factory fit doors to suit frame-opening sizes indicated and to comply with referenced quality standard.
  - 1. Comply with NFPA 80 for fire-resistance-rated doors.
- B. Factory machine doors for hardware that is not surface applied.
- C. Cut and trim openings to comply with referenced standards.
  - 1. Trim light openings with moldings indicated.
  - 2. Factory install glazing in prepared openings.
  - 3. Louvers, as indicated on the mechanical drawings.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Comply with WDMA's "How to Store, Handle, Finish, Install, and Maintain Wood Doors."
  - 1. Install fire-rated doors to comply with NFPA 80.
- B. Repair, refinish, or replace factory-finished doors damaged during installation, as directed by Architect.

END OF SECTION 08 14 16



## SECTION 08 41 13 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this sections

#### 1.2 SUMMARY

- A. This Section includes fixed aluminum-framed entrances and storefronts as well as glass and glazing for interior locations.

#### 1.3 PERFORMANCE REQUIREMENTS

- A. Performance Requirements for Aluminum Storefront Systems: Provide aluminum storefront systems that comply with performance requirements indicated, as demonstrated by testing manufacturer's assemblies in accordance with test method indicated.
  - 1. Deflection: Maximum allowable deflection in any member when tested in accordance with ASTM E 330 with allowable stress in accordance with AA Specifications for Aluminum Structures.
    - a. Without Horizontals: L/175 or 3/4" (19.1mm) maximum.
    - b. With Horizontals: L/175 or L/240 + 1/4" (6.4mm) for spans greater than 13'-6" (4.1m) but less than 40'-0" (12.2m).
  - 2. Acoustical Performance: Acoustical Performance: When tested in accordance with AAMA 1801:
    - a. Sound Transmission Class (STC) shall not be less than 35.
    - b. Outdoor-Indoor Transmission Class (OITC) shall not be less than 29.

#### 1.4 SUBMITTALS (Aluminum-Framed Entrances and Storefronts)

- A. Product Data: Submit manufacturer's technical data for each type window series specified, including installation and maintenance instructions.
- B. Substitutions: Whenever substitute products are to be considered, supporting technical data, samples and test reports must be submitted ten (10) working days prior to bid date in order to make valid comparison.
- C. Shop Drawings: Submit shop drawings showing layout, profiles, and product components, including anchorage, accessories, finish colors and textures.
- D. Samples: Submit verification samples for colors on actual aluminum substrates indicating full color range expected in installed system.

- E. Quality Assurance / Control Submittals:
  - 1. Test Reports: Submit certified test reports showing compliance with specified performance characteristics and physical properties
  - 2. Installer Qualification Data: Submit installer qualification data
- F. Closeout Submittals:
  - 1. Warranty: Submit warranty documents specified herein.
  - 2. Project Record Documents: Submit project record documents for installed materials in accordance with Division 1 Project Closeout (Project Record Documents) Section.

1.5 SUBMITTALS (Glass and Glazing)

- A. Product Data: Submit manufacturer's technical data for each glazing material and fabricated glass product required, including installation and maintenance instructions.
- B. Samples: Submit, for verification purposes, 12" square samples of each type of glass indicated except for clear single pane units, and 12" long samples of each color required (except black) for each type of sealant or gasket exposed to view. Install sealant or gasket sample between two strips of material representative of adjoining framing system in color.
- C. Certificate: Submit certificates from respective manufacturers attesting that glass and glazing materials furnished for project comply with requirements.
  - 1. Separate certification will not be required for glazing materials bearing manufacturer's permanent labels designating type and thickness of glass, provided labels represent a quality control program involving a recognized certification agency or independent testing laboratory acceptable to authorities having jurisdiction.
- D. Compatibility and Adhesion Test Report: Submit statement from sealant manufacturer indicating that glass and glazing materials have been tested for compatibility and adhesion with glazing sealants and interpreting test results relative to material performance, including recommendations for primers and substrate preparation needed to obtain adhesion.

1.6 QUALITY ASSURANCE (Aluminum-Framed Entrances and Storefronts)

- A. Qualifications:
  - 1. Installer Qualifications: Installer experienced (as determined by contractor) to perform work of this section who has specialized in the installation of work similar to that required for this project. If requested by Owner, submit reference list of completed projects.
  - 2. Manufacturer Qualifications: Manufacturer capable of providing field service representation during construction process
- B. Pre-Installation Meetings: Conduct pre-installation meetings to verify project requirements, substrate conditions, manufacturer's installation instructions, and manufacturer's warranty requirements.

1.7 QUALITY ASSURANCE (Glass and Glazing)

- A. Glazing Standards: Comply with recommendations of Flat Glass Marketing Association (FGMA) "Glazing Manual" and "Sealant Manual" except where more stringent requirements are indicated. Refer to those publications for definitions of glass and glazing terms not otherwise defined in this section or other referenced standards.
- B. Insulating Glass Certification Program: Provide insulating glass units permanently marked either on spacers or at least one component pane of units with appropriate certification label of inspecting and testing organization indicated below:
  - 1. Insulating Glass Certification Council (IGCC).
- C. Single Source Responsibility for Glass: To ensure consistent quality of appearance and performance, provide materials produced by a single manufacturer or fabricator for each kind and condition of glass indicated and composed of primary glass obtained from a single source for each type and class required.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Protect glass and glazing materials during delivery, storage and handling to comply with manufacturer's directions and as required to prevent edge damage to glass, and damage to glass and glazing materials from effects of moisture including condensation, of temperature changes, of direct exposure to sun, and from other causes.

1.9 PROJECT CONDITIONS

- A. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements, fabrication schedule with construction progress to avoid construction delays.
- B. Environmental Conditions: Do not proceed with glazing when ambient and substrate temperature conditions are outside the limits permitted by glazing material manufacturer or when joint substrates are wet due to rain, frost, condensation or other causes.

1.10 WARRANTY

- A. General: Warranties shall be in addition to, and not a limitation of, other rights the Owner may have under the Contract Documents.
- B. Manufacturer's Warranty for Aluminum Storefront Systems: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by an authorized company official.
  - 1. Warranty Period: Manufacturer's one (1) year standard warranty commencing on the substantial date of completion for the project provided that the warranty, in no event, shall start later than six (6) months from the date of shipment by YKK AP America Inc.

- C. Manufacturer's Special Project Warranty on Insulating Glass: Provide written warranty signed by manufacturer of insulating glass agreeing to furnish f.o.b. point of manufacture, freight allowed project site, within specified warranty period indicated below, replacements for those insulating glass units developing manufacturing defects. Manufacturing defects are defined as failure or hermetic seal of air space (beyond that due to glass breakage) as evidenced by intrusion of dirt or moisture, internal condensation or fogging, deterioration of protected internal glass coatings, if any, and other visual indications of seal failure or performance; provided the manufacturer's instructions for handling, installing, protecting and maintaining units have been complied with during the warranty period.
1. Warranty Period: Manufacturer's standard but not less than 10 years after date of substantial completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:
1. Basis of Design: YKK AP Series YWW 45 TU Fixed Aluminum Window System
- B. Window Framing System
1. Description: Offset flush glazed; jambs and vertical mullions run through, head and sill members attached by screw spline method; or continuous head and sill members with intermediate horizontals attached by shear blocks.
  2. Components: Manufacturer's standard extruded aluminum mullions, hinged mullions, 90 degree corner posts, and indicated shapes.

### 2.2 MATERIALS

- A. Extrusions: ASTM B 221 (ASTM B 221 M), 6063-T5 Aluminum Alloy
- B. Aluminum Sheet:
1. Anodized Finish: ASTM B 209 (ASTM B 209M), 5005-H14 Aluminum Alloy, 0.050" (1.27 mm) minimum thickness.

### 2.3 ACCESSORIES

- A. Manufacturer's Standard Accessories
1. Fasteners: Zinc plated steel concealed fasteners; Hardened aluminum alloys or AISI 300 series stainless steel exposed fasteners, countersunk, finish to match aluminum color.
  2. Sealant: Non-skinning type, AAMA 803.3

3. Glazing: Setting blocks, edge blocks, and spaces in accordance with ASTM C 864, shore durometer hardness as recommended by manufacturer; Glazing gaskets in accordance with ASTM C 864.

## 2.4 FABRICATION

- A. Shop Assembly: Fabricate and assemble units with joints only at intersection of aluminum members with uniform hairline joints; rigidly secure, and sealed in accordance with manufacturer's recommendations.
  1. Hardware: Drill and cut to template for hardware. Reinforce frames and door stiles to receive hardware in accordance with manufacturer's recommendations.
  2. Welding: Conceal welds on aluminum members in accordance with AWS recommendations or methods recommended by manufacturer. Members showing welding bloom or discoloration on finish or material distortion will be rejected.

## 2.5 FINISHES & COLORS

- A. YKK AP America Anodized Plus Finish: Owner to select
- B. Anodized Finishing: Prepare aluminum surfaces for specified finish; apply shop finish in accordance with the following:
  1. Anodic Coating: Electrolytic color coating followed by an organic seal applied in accordance with the requirements of AAMA 612. Aluminum extrusions shall be produced from quality controlled billets meeting AA-6063-T5.
    - a. Exposed Surfaces shall be free of scratches and other serious blemishes
    - b. Extrusions shall be given a caustic etch followed by an anodic oxide treatment and then sealed with an organic coating applied with an electrodeposition process.
    - c. The anodized coating shall comply with all of the requirements of AAMA 612: Voluntary Specifications Performance Requirements and Test Procedures for Combined Coatings of Anodic Oxide and Transparent Organic Coatings on Architectural Aluminum. Testing shall demonstrate the ability of the finish to resist damage from mortar, salt spray, and chemicals commonly found on construction sites, and to resist the loss of color and gloss.
    - d. Overall coating thickness for finishes shall be a minimum of 0.7 mils.

## GLASS AND GLAZING

### 2.6 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include; but are not limited to, the following:
  1. Manufacturers of Heat-Treated Coated and Insulating Glass:
    - a. AFG Industries, Inc.
    - b. Cardinal IG.
    - c. Environmental Glass Products.
    - d. Falconer Glass Industries.

- e. Ford Glass Division.
- f. Guardian Industries Corp.
- g. Hordis Brothers, Inc.
- h. PPG Industries, Inc.
- i. Spectrum Glass Prod. Div., H. H. Robertson Co.
- j. Viracon, Inc.

## 2.7 GLASS PRODUCTS, GENERAL:

- A. Primary Glass Standard: Provide primary glass which complies with ASTM C 1036 requirements, including those indicated by reference to type, class, quality, and, if applicable, form, finish, mesh and pattern.
- B. Heat-Treated Glass Standard: Provide heat-treated glass which complies with ASTM C 1048 requirements, including those indicated by reference to kind, condition, type, quality, class, and, if applicable, form, finish, and pattern.
- C. Sizes: Fabricate glass to sizes required for glazing openings indicated, with edge clearances and tolerances complying with recommendations of glass manufacturer. Provide thicknesses indicated or, if not otherwise indicated, as recommended by glass manufacturer for application indicated.

## 2.8 HEAT-TREATED GLASS PRODUCTS:

- A. Heat-Treated Float Glass: ASTM C 1048; type I; Quality-Q3, Class I (clear) unless otherwise indicated; of kind and condition indicated.
  - 1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed unless otherwise indicated.
  - 2. For uncoated glass, comply with requirements for Condition A.
  - 3. For coated vision glass, comply with requirements for condition C (other coated glass).

## 2.9 SEALED INSULATING GLASS UNITS:

- A. General: Provide preassembled units consisting of organically sealed panes of glass enclosing a hermetically sealed dehydrated air space and complying with ASTM E 774 for performance classification indicated as well as with other requirements specified for glass characteristics, air space, sealing system, sealant, spacer material, corner design and desiccant.
  - 1. For properties of individual glass panes making up units, refer to product requirements specified elsewhere in this section applicable to types, classes, kinds and conditions of glass products indicated.
  - 2. Provide heat-treated panes of kind and at locations where recommended by manufacturer for application indicated and tempered where indicated or where safety glass is designated or required.
  - 3. Performance characteristics designated for coated insulating glass are nominal values based on manufacturer's published test data for units with 1/4" thick panes of glass and 1/2" thick air space.
  - 4. Performance Classification per ASTM E 774: Class A.

5. Thickness of Each Pane: 3/16" minimum.
6. Air Space Thickness: 10/16".
7. Sealing System: Manufacturer's standard.
8. Spacer Material: Manufacturer's standard metal.
9. Desiccant: Manufacturer's standard; either molecular sieve or silica gel or blend of both.
10. Corner Construction: Manufacturer's standard corner construction.

B. ELASTOMERIC GLAZING SEALANTS AND PREFORMED GLAZING TAPES:

- A. General: Provide products of type indicated and complying with the following requirements:
1. Compatibility: Select glazing sealants and tapes of proven compatibility with other materials with which they will come into contact, including glass products, seals of insulating glass units, and glazing channel substrates, under conditions of installation and service, as demonstrated by testing and field experience.
  2. Suitability: Comply with recommendations of sealant and glass manufacturers for selection of glazing sealants and tapes which have performance characteristics suitable for applications indicated and conditions at time of installation.
  3. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing, elastomeric sealant of base polymer indicated which complies with ASTM C 920 requirements, including those for Type, Grade, Class and Uses.
  4. Colors: Provide color of exposed sealants indicated or, if not otherwise indicated, as selected by Architect from manufacturer's standard colors.
- B. Two-Part Polysulfide Glazing Sealant: Type M; Grade NS; Class 25; Uses NT, M, G, A, and, as applicable to uses indicated, O.
- C. One-Part Non-Acid-Curing Silicone Glazing Sealant: Type S; Grade NS, Class 25; Uses NT, G, A, and, as applicable to uses indicated, O; and complying with the following requirements for modulus and additional joint movement capability.
1. Medium Modulus: Tensile strength of not less than 45 nor more than 75 psi at 100 percent elongation when tested per ASTM D 412 after 14 days at 77 deg. F (20 deg. C) and 50 percent relative humidity.
  2. Additional capability, when tested per ASMT C 719 for adhesion and cohesion under maximum cyclic movement, to withstand the following percentage increase and decrease of joint width, as measured at time of application, and remain in compliance with other requirements of ASTM C 920.
    - a. 40 percent.
- D. Preformed Butyl-Polyisobutylene Glazing Tape: Provide manufacturer's standard solvent-free butyl-polyisobutylene formulation with a solids content of 100 percent; complying with AAMA A 804.1; in extruded tape form; non-staining and non-migrating in contact with nonporous surfaces; packaged on rolls with a release paper on one side; with or without continuous spacer rod as recommended by manufacturers of tape and glass for application indicated.
- E. Available Products: Subject to compliance with requirements, glazing sealants which may be incorporated in the work include, but are not limited to, the following:
1. Two-Part Polysulfide Glazing Sealant:

- a. "Chem-Calk 200"; Bostik Construction Products Div.
  - b. "Synthacalk GC-5"; Pecora Corp.
2. One-Part Non-Acid Curing Medium-Modulus Silicone Glazing Sealant:
  - a. "Dow Corning 795"; Dow Corning Corp.
  - b. "Silpruf"; General Electric Corp.
  - c. "Gesil"; General Electric Corp.
  - d. "Spectrum 2"; Tremco, Inc.
3. One-Part Non-Acid Curing Low-Modulus Silicone Glazing Sealant:
  - a. "Chem-Calk 1000"; Bostik Construction Products Div.
  - b. "Dow Corning 790"; Dow Corning Corp.
  - c. "864"; Pecora Corp.
  - d. "Omniseal"; Sonneborn Building Products Div., Rexnord Chemical Products Inc.
  - e. "Spectrum 1"; Tremco, Inc.
4. Preformed Butyl-Polyisobutylene Glazing Tape Without Spacer Rod:
  - a. "Chem-Tape 40"; Bostik Construction Products Div.
  - b. "Extru-Seal"; Pecora Corp.
  - c. "PTI 303" Glazing Tape; Protective Treatments, Inc.
  - d. "Tremco 440 Tape"; Tremco Inc.
5. Preformed Butyl-Polyisobutylene Glazing Tape With Spacer Rod:
  - a. "Chem-Tape 60"; Bostik Construction Products Div.
  - b. "Shim-Seal"; Pecora Corp.
  - c. "PTI 303" Shim Tape; Protective Treatments, Inc.
  - d. "Pre-shimmed Tremco 440 Tape"; Tremco Inc.

#### 2.10 GLAZING GASKETS:

- A. Lock-Strip Gaskets: Neoprene extrusions of size and shape indicated, fabricated into frames with molded corner units and zipper lock strips, complying with ASTM C 542; black.
- B. Dense Elastomeric Compression Seal Gaskets: Molded or extruded gaskets of material indicated below, complying with ASTM C 864, of profile and hardness required to maintain watertight seal:
  1. Neoprene.
  2. EPDM.
  3. Thermoplastic polyolefin rubber.
  4. Any material indicated above.
- C. Cellular Elastomeric Preformed Gaskets: Extruded or molded closed cell, integral-skinned neoprene of profile and hardness required to maintain watertight seal; complying with ASTM C 509, Type II; black.
- D. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:
  1. Manufacturers of Lock-Strip Gaskets:
    - a. Cadillac Rubber & Plastics, Inc.
    - b. Maloney Precision Products Co.
    - c. The Standard Products Co.



2. Manufacturers of Preformed Gaskets:
  - a. D. S. Brown Co.
  - b. Maloney Precision Products Co.
  - c. Tremco.

#### 2.11 MISCELLANEOUS MATERIALS:

- A. Compatibility: Provide materials with proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers and Sealers: Type recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Neoprene, EPDM or silicone blocks as required for compatibility with glazing sealants, 80 to 90 Shore A durometer hardness.
- D. Spacers: Neoprene, EPDM or silicone blocks, or continuous extrusions, as required for compatibility with glazing sealant, of size, shape and hardness recommended by glass and sealant manufacturers for application indicated.
- E. Edge Blocks: Neoprene, EPDM or silicone blocks as required for compatibility with glazing sealant, of size and hardness required to limit lateral movement (side-walking) of glass.

### PART 3 – EXECUTION

#### 3.1 MANUFACTURER'S INSTRUCTIONS

- A. Compliance: Comply with manufacturer's product data, including product technical bulletins, installation instructions, and product carton instructions. The latest Installation Manual can be found at [www.ykkap.com](http://www.ykkap.com)

#### 3.2 EXAMINATION

- A. Site Verification of Conditions: Verify conditions are acceptable for product installation in accordance with manufacturer's instructions.

#### 3.3 PREPARATION

- A. Adjacent Surfaces Protection: Protect adjacent work areas and finish surfaces from damage during product installation.
  1. Aluminum Surface Protections: Protect aluminum surfaces from contact with lime, mortar, cement, acids, and other harmful contaminants.

#### 3.4 INSTALLATION

- A. General: Install manufacturer's system in accordance with shop drawings, and within specified tolerances.
  - 1. Protect aluminum members in contact with masonry, steel, concrete, or dissimilar materials using nylon pads or bituminous coating.
  - 2. Shim and brace aluminum system before anchoring to structure.
  - 3. Locate expansion mullions where indicated on reviewed shop drawings.
  - 4. Seal metal to metal window system joints using sealant recommended by system manufacturer.

### 3.5 FIELD QUALITY CONTROL

- A. Manufacturer's Field Services: Upon request, provide manufacturer's field service testing consisting of site visit for inspection of product installation in accordance with manufacturer's instructions.

### 3.6 ADJUSTING AND CLEANING

- A. Adjusting: Adjust swing doors for operation in accordance with manufacturer's instructions.
- B. Cleaning: The General Contractor shall clean installed products in accordance with manufacturer's instructions prior to owner's acceptance and remove construction debris from project site. Legally dispose of debris.
- C. Protection: The General Contractor shall protect the installed product's finish surfaces from damage during construction.

### 3.7 EXAMINATION:

- A. Require Glazier to inspect work of glass framing erector for compliance with manufacturing and installation tolerances, including those for size, squareness, offsets at corners; for presence and functioning of weep system; for existence of minimum required face or edge clearances; and for effective sealing of joinery. Obtain Glazier's written report listing conditions detrimental to performance of glazing work. Do not allow glazing work to proceed until unsatisfactory conditions have been corrected.

### 3.8 PREPARATION:

- A. Clean glazing channels and other framing members to receive glass, immediately before glazing. Remove coatings which are not firmly bonded to substrates. Remove lacquer from metal surfaces where elastomeric sealants are indicated for use.

### 3.9 GLAZING, GENERAL:

- A. Comply with combined printed recommendations of glass manufacturers, of manufacturers of sealants, gaskets and other glazing materials, except where more stringent requirements are indicated, including those of referenced glazing standards.
- B. Glazing channel dimensions as indicated in details are intended to provide for necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances. Adjust as required by job conditions at time of installation.
- C. Protect glass from edge damage during handling and installation; use a rolling block in rotating glass units to prevent damage to glass corners. Do not impact glass with metal framing. Use suction cups to shift glass units within openings; do not raise or drift glass with a pry bar. Rotate glass with flares or bevels along one horizontal edge which would occur in vicinity of setting blocks so that these are located at top of opening. Remove from project and dispose of glass units with edge damage or other imperfections of kind that, when installed, weakens glass and impairs performance and appearance.
- C. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction sealant-substrate testing.

3.10 GLAZING:

- A. Install setting blocks of proper size in sill rabbet, located one quarter of glass width from each corner, but with edge nearest corner not closer than 6" from corner, unless otherwise required. Set blocks in thin course of sealant which is acceptable for heel bead use.
- B. Provide spacers inside and out, of correct size and spacing to preserve required face clearances, for glass sizes larger than 50 united inches (length plus height), except where gaskets or glazing tapes with continuous spacer rods are used for glazing. Provide 1/8" minimum bite of spacers on glass and use thickness equal to sealant width, except with sealant tape use thickness slightly less than final compressed thickness of tape.
- C. Provide edge blocking to comply with requirements of referenced glazing standard, except where otherwise required by glass unit manufacturer.
- D. Set units of glass in each series with uniformity of pattern, draw, bow and similar characteristics.
- E. Provide compressible filler rods or equivalent back-up material, as recommended by sealant and glass manufacturers, to prevent sealant from extruding into glass channel weep systems and from adhering to joints back surface as well as to control depth of sealant for optimum performance, unless otherwise indicated.
- F. Force sealants into glazing channels to eliminate voids and to ensure complete "wetting" or bond of sealant to glass and channel surfaces.
- G. Tool exposed surfaces of sealants to provide a substantial "wash" away from glass. Install pressurized tapes and gaskets to protrude slightly out of channel, so as to eliminate dirt and moisture pockets.

- H. Where wedge-shaped gaskets are driven into one side of channel to pressurize sealant or gasket on opposite side, provide adequate anchorage to ensure that gasket will not "walk" out when installation is subjected to movement.
- I. Miter cut wedge-shaped gaskets at corners and install gaskets in manner recommended by gasket manufacturer to prevent pull away at corners; seal corner joints and butt joints with sealant recommended by gasket manufacturer.
- J. Lock-Strip Gasket Glazing: Comply with ASTM C 716 and gasket manufacturer's printed recommendations. Provide supplementary wet seal and weep system unless otherwise indicated.

3.11 PROTECTION AND CLEANING:

- A. Protect exterior glass from breakage immediately upon installation by use of crossed streamers attached to framing and held away from glass. Do not apply markers to surfaces of glass. Remove nonpermanent labels and clean surfaces.
- B. Protect glass from contact with contaminating substances resulting from construction operations. If, despite such protection, contaminating substances do come into contact with glass, remove immediately by method recommended by glass manufacturer.
- C. Examine glass surfaces adjacent to or below exterior concrete and other masonry surfaces at frequent intervals during construction, but not less often than once a month, for build-up of dirt, scum, alkali deposits or staining. When examination reveals presence of these forms of residue, remove by method recommended by glass manufacturer.
- D. Remove and replace glass which is broken, chipped, cracked, abraded or damaged in other ways during construction period, including natural causes, accidents and vandalism.
- E. Wash glass on both faces not more than 4 days prior to date scheduled for inspections intended to establish date of substantial completion in each area of project. Wash glass by method recommended by glass manufacturer.

END OF SECTION 08 41 13

## SECTION 08 70 00 - DOOR HARDWARE

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Door Hardware.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used.
- B. Samples: Submit two representative samples of each material specified indicating visual characteristics and finish. Include range samples if variation of finish is anticipated.
- C. Submittals: Submit hardware schedule based on proposed use and Owner's requirements for approval.

#### 1.4 QUALITY ASSURANCE

- A. Comply with governing codes and regulations. Provide products of acceptable manufacturers, which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver, handle, and store materials in accordance with manufacturer's instructions.
- B. Hardware for Fire-Rated Openings: NFPA 80, and local requirements.
- C. Materials and Application: ANSI A156 series standards.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Manufacturers: Corbin Russwin Architectural Hardware (match existing hardware in building)
- B. Door Hardware:

1. Quality Level: Heavy duty commercial.
2. Locksets and Latchsets: Cylinder type.
3. Lock Cylinders: Integral.
4. Lock Cylinders: Interchangeable.
5. Keying: Keyed to Building master key system.
6. Hinges and Butts: Full mortised type with nonremovable pins at exterior doors.
7. Hardware Finishes: Satin stainless finish on exposed surfaces.

C. Auxiliary Materials:

1. Stops and door holders.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Follow guidelines of DHI "Recommended Locations for Builder's Hardware" and hardware manufacturers' instructions.
- B. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections.
- C. Adjust operation, clean and protect.

END OF SECTION 08 70 00

SECTION 08 71 00 – DOOR HARDWARE SCHEDULE

TO BE PROVIDED BY CONTRACTOR

## SECTION 09 21 16 - GYPSUM BOARD ASSEMBLIES

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS

- A. Submit Product Data.
- B. Where STC-rated assemblies are required, provide materials and construction identical to assemblies whose STC ratings were determined according to ASTM E 90 and classified according to ASTM E 413 by a qualified independent testing agency.
- C. Where fire-resistance-rated assemblies are required, provide materials and construction identical to assemblies tested according to ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

### PART 2 - PRODUCTS

#### 2.1 METAL FRAMING AND SUPPORTS

- A. Steel framing for partitions complying with ASTM C 645.
  - 1. Studs and Runners: Clark Deitrich cold-formed galvanized steel C-studs in conformance with ASTM C-645, or equal. Contractor to verify maximum framing height of new stud wall and verify that the new wall is within the limiting heights, with a L/240, for the ProSTUD20 at 16" o.c. If not, verify that the ProSTUD20 at 12" o.c. is within the limiting heights and adjust framing as needed.
    - a. Web Depth: 4" and 6"
    - b. Flange Length: 1 1/4 inches 125 flange
    - c. Designation: ProSTUD 20 (20 ga. drywall stud), 65 ksi
    - d. Minimum thickness: 0.019 inches
    - e. Minimum design thickness: 0.020 inches
  - 2. Hot-dip galvanized coating complying with ASTM A 653, G40 (ASTM A 653M, Z90) for framing members attached to and within 10 feet (3 m) of exterior walls.

#### 2.2 GYPSUM BOARD

- A. Mold and mildew resistant, gypsum board products in maximum lengths available to minimize end-to-end butt joints: ASTM C1278 and C1269, in thickness indicated, regular type.
  - 1. Mold Tough interior panels manufactured by USG Corporation.
  - 2. Mold-Guard interior panel manufactured by Georgia Pacific.



## 2.3 ACCESSORIES

- A. Accessories for Interior Installation: Cornerbead, edge trim, and control joints complying with ASTM C 1047, formed from steel sheet zinc coated by hot-dip process or rolled zinc or plastic.
- B. Accessories for Exterior Installations: Cornerbead, edge trim, and control joints formed from steel sheet zinc coated by hot-dip process or rolled zinc complying with ASTM C 1047.
- C. Aluminum Accessories: Extruded-aluminum accessories indicated with manufacturer's standard corrosion-resistant primer.
- D. Gypsum Board Joint Treatment Materials: Comply with ASTM C 475. Paper reinforcing tape and setting-type compounds.
- E. Miscellaneous Materials: Auxiliary materials for gypsum board construction that comply with referenced standards.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Install steel framing to comply with ASTM C 754 and with ASTM C 840 requirements that apply to framing installation.
  - 1. Isolate steel framing from building structure, except at floor, to prevent structural movement from transferring loading to partitions.
  - 2. Where studs are installed directly against exterior walls, install asphalt felt strips or foam gaskets between studs and wall.
- B. Install and finish gypsum panels to comply with ASTM C 840 and GA-216.
  - 1. Isolate the perimeter of non-load-bearing gypsum board partitions where they abut structural elements, except floors, by providing a 1/4- to 1/2-inch- (6.4- to 12.7-mm-) wide space between gypsum board and the structure. Trim edges with U-bead edge trim where edges of gypsum panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
  - 2. Where STC-rated gypsum board assemblies are required, comply with ASTM C 919 for location of edge trim and closing off sound-flanking paths around or through gypsum board assemblies.
  - 3. Install cementitious backer units to comply with ANSI A108.11.
  - 4. Single-Layer Fastening Methods: Fasten gypsum panels to supports with screws.
  - 5. Multilayer Fastening Methods: Fasten base layers and face layer separately to supports with screws.
- C. Finishing Gypsum Board Assemblies: Level 4 finish, unless otherwise indicated.

END OF SECTION 09 21 16

## SECTION 09 51 00 - ACOUSTICAL CEILINGS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

#### 1.2 SUMMARY:

- A. Extent of each type of acoustical ceiling is shown and scheduled on drawings.
- B. Types of acoustical ceilings specified in this section include the following:
  - 1. Acoustical panel ceilings, exposed suspension.

#### 1.3 SUBMITTALS:

- A. Product Data: Submit manufacturer's technical data for each type of acoustical ceiling unit and suspension system required.
- B. Coordination Drawings: Submit reflected ceiling plans, prepared by Installer for installation purposes, drawn accurately to scale and coordinated with related mechanical, electrical and other work above, penetrating, or connected to acoustical ceiling. Show ceiling suspension members, method of anchorage to building structure of hangers, size and location of initial access modules for acoustical tile ceilings (if any), and ceiling-mounted work including light fixtures, diffusers, grilles, and special moldings.
  - 1. Scale: 1/8" = 1'-0".
- C. Samples for Verification Purposes: Submit the following:
  - 1. 6" square samples of each acoustical panel type, pattern and color.
  - 2. Set of 12" long samples of exposed runners and moldings for each color and system type required.
- D. Certificates: Submit certificates from manufacturers of acoustical ceiling units and suspension systems attesting that their products comply with specification requirements.

#### 1.4 QUALITY ASSURANCE:

- A. Fire Performance Characteristics: Provide acoustical ceiling components that are identical to those tested for the following fire performance characteristics, according to ASTM test method indicated, by UL or other testing and inspecting agency acceptable to authorities having

jurisdiction. Identify acoustical ceiling components with appropriate marking of applicable testing and inspecting agency.

1. Surface Burning Characteristics: As follows, tested per ASTM E 84.

- a. Flame Spread: 25 or less.
- b. Smoke Developed: 50 or less.

- B. Coordination of Work: Coordinate layout and installation of acoustical ceiling units and suspension system components with other work supported by, or penetrating through, ceilings, including light fixtures, HVAC equipment, fire-suppression system components (if any), and partition system (if any).

1.5 DELIVERY, STORAGE AND HANDLING:

- A. Deliver acoustical ceiling units to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination or other causes.
- B. Before installing acoustical ceiling units, permit them to reach room temperature and a stabilized moisture content.
- C. Handle acoustical ceiling units carefully to avoid chipping edges or damaging units in any way.

1.6 PROJECT CONDITIONS:

- A. Space Enclosure: Do not install interior acoustical ceilings until space is enclosed and weatherproof, wet-work in space is completed and nominally dry, work above ceilings is complete, and ambient conditions of temperature and humidity will be continuously maintained at values near those indicated for final occupancy.

PART 2 - PRODUCTS

2.1 ACOUSTICAL CEILING UNITS, GENERAL:

- A. Standard for Acoustical Ceiling Units: Provide manufacturer's standard units of configuration indicated which are prepared for mounting method designated and which comply with FS SS-S-118 requirements, including those indicated by reference to type, form, pattern, grade (NRC or NIC' as applicable), light reflectance coefficient (LR), edge detail, and joint detail (if any).
- B. Colors, Textures, and Patterns: Provide products to match appearance characteristics indicated or, if not otherwise indicated, as selected by Architect from manufacturer's standard colors, surface textures, and patterns available for acoustical ceiling units and exposed metal suspension system members of quality designated.

## 2.2 ACOUSTICAL PANELS:

- A. Mineral Fiber Composition Panels - Water Formed, with Acoustical Transparent Membrane and Acrylic Latex painted finish: Provide Type IV, Form 2 Pattern E per ASTM E 1264 and complying with the following requirements:
  - 1. Acoustical Tile 1: Manufacturer's standard design combining exceptional light reflectance and superior sound absorption: other panel characteristics as follows:
    - a. Standard of Design: Armstrong Ultima, Tegular Edge
    - b. Color/Light Reflectance: White/LR 0.90 (per ASTM 1477).
    - c. Acoustics: NRC .75
    - d. CAC: 35
    - e. Size: 24" x 24" x 3/4" - unless otherwise indicated.
    - f. Grid: Prelude 15/16"
  - 2. Acoustical Tile 2: Manufacturer's standard design combining exceptional light reflectance and superior sound absorption: other panel characteristics as follows:
    - a. Standard of Design: Armstrong MetalWorks Blades, Wood Looks Effects, Acoustical Option
    - b. Grid: Prelude XL 15/16"

## 2.3 METAL SUSPENSION SYSTEMS, GENERAL:

- A. Standard for Metal Suspension Systems: Provide metal suspension systems of type, structural classification and finish indicated which comply with applicable ASTM C 635 requirements for service.
- B. Finishes and Colors: Provide manufacturer's environmental performance factory- applied finish for type of system indicated. For exposed suspension members and accessories with painted finish, provide color indicated or, if not otherwise indicated, as selected by Architect from manufacturer's full range of standard colors.
- C. Attachment Devices: Size for 5 times design load indicated in ASTM C 635, Table 1, Direct Hung.
- D. Hanger Wire: Galvanized carbon steel wire, ASTM A 641, soft temper, prestretched, Class 1 coating, sized so that stress at 3-times hanger design load (ASTM C 635, Table 1, Direct Hung), will be less than yield stress of wire, but provide not less than 12 gage.
- E. Edge Moldings and Trim: Metal or extruded plastic of types and profiles indicated or, if not indicated, provide manufacturer's standard molding for edges and penetrations of ceiling which fits with type of edge detail and suspension system indicated.
  - 1. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.
  - 2. For secondary suspended open grids above main desk and health bar, use compass 4" trim by USG Interiors or equivalent. Color to be selected by Architect. Manufacturer to have minimum of 24 colors available.

- F. Hold-Down Clips for Non-Fire-Rated Ceilings: For interior ceilings composed of lay-in panels weighing less than 1 lb. per sq. ft., provide hold-down clips spaced 2'-0" o.c. on all cross tees.

#### 2.4 MISCELLANEOUS MATERIALS:

- A. Acoustical Sealant: Resilient, non-staining, non-shrinking, non-hardening, non-skinning, non-drying, non-sag sealant intended for interior sealing of concealed construction joints.
  - 1. Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:
    - a. BA-98; Pecora Corp.
    - b. Tremco Acoustical Sealant; Tremco.

### PART 3 - EXECUTION

#### 3.1 PREPARATION:

- A. Coordination: Furnish layouts for inserts, clips, or other supports required to be installed by other trades for support of acoustical ceilings.
- B. Measure each ceiling area and establish layout of acoustical units to balance border widths at opposite edges of each ceiling. Avoid use of less-than-half width units at borders, and comply with reflected ceiling plans wherever possible.

#### 3.2 INSTALLATION:

- A. General: Install materials in accordance with manufacturer's printed instructions, and to comply with governing regulations, fire-resistance rating requirements as indicated, and CISCA standards applicable to work.
- B. Arrange acoustical units and orient directionally-patterned units (if any) in manner shown by reflected ceiling plans.
  - 1. Install tile with pattern running in alternating directions to form "checkerboard" layout.
- C. Install suspension systems to comply with ASTM C 636, with hangers supported only from building structural members. Locate hangers not less than 6" from each end and spaced 4'-0" along each carrying channel or direct-hung runner, unless otherwise indicated, leveling to tolerance of 1/8" in 12'-0".
  - 1. Secure wire hangers by looping and wire-tying, either directly to structures or to inserts, eye-screws, or other devices which are secure and appropriate for substrate, and which will not deteriorate or fail with age or elevated temperatures.
  - 2. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum which are not part of supporting structural or ceiling suspension system. Splay hangers only where required to miss obstructions and offset resulting horizontal force by bracing, countersplaying or other equally effective means.

- D. Install edge moldings of type indicated at perimeter of acoustical ceiling area and at locations where necessary to conceal edges of acoustical units.
  - 1. Sealant Bed: Apply continuous ribbon of acoustical sealant, concealed on back of vertical leg before installing moldings.
  - 2. Screw-attach moldings to substrate at intervals not over 16" o.c. and not more than 3" from ends, leveling with ceiling suspension system to tolerance of 1/8" in 12'-0". Miter corners accurately and connect securely.
- E. Install acoustical panels in coordination with suspension system, with edges concealed by support of suspension members. Scribe and cut panels to fit accurately at borders and at penetrations.
  - 1. Install hold-down clips in areas indicated, and in areas where required by governing regulations or for fire-resistance ratings; space as recommended by panel manufacturer, unless otherwise indicated or required.

### 3.3 CLEANING:

- A. Clean exposed surfaces of acoustical ceilings, including trim, edge moldings, and suspension members; comply with manufacturer's instructions for cleaning and touch-up of minor finish damage. Remove and replace work which cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 09 51 00

## SECTION 09 65 00 - RESILIENT FLOORING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

#### 1.2 SUMMARY

- A. Section includes:
  - 1. Luxury Vinyl Composition Floor Tile.
  - 2. Static Dissipative Tile
  - 3. Rubber/Vinyl Base and Accessories.

#### 1.3 DESCRIPTION OF WORK:

- A. Extent of resilient flooring and accessories is shown on drawings and in schedules.

#### 1.4 QUALITY ASSURANCE:

- A. Manufacturer: Provide each type of resilient flooring and accessories as produced by a single manufacturer, including recommended primers, adhesives, sealants, and leveling compounds.
- B. Rubber Flooring Installer's Qualifications: Engage installer who has not less than five years of experience in the installation of rubber flooring, who is recognized by the flooring manufacturer, and who has performed installations of the same scale in the past three years.
- C. Vinyl Tile Installer's Qualifications: Engage Installer who has not less than five years experience in the installation of vinyl composition tile.

#### 1.5 SUBMITTALS:

- A. Product Data: Submit manufacturer's technical data for each type of resilient flooring and accessory.
- B. Samples for Initial Selection Purposes: Submit manufacturer's standard color charts in form of actual sections of resilient flooring, including accessories, showing full range of colors and patterns available, for each type of resilient flooring required.
- C. Samples for Verification Purposes: Submit the following samples of each type, color, and pattern of resilient flooring required, showing full-range of color and pattern variations.

1. Full size tile samples.
  2. 12" long samples of resilient flooring accessories.
  3. Other materials as requested.
- D. Maintenance Instructions: Submit 2 copies of manufacturer's recommended maintenance practices for each type of resilient flooring and accessory required.

1.6 PROJECT CONDITIONS:

- A. Maintain minimum temperature of 65 deg F (18 deg C) in spaces to receive resilient flooring for at least 48 hours prior to installation, during installation, and for not less than 48 hours after installation. Store resilient flooring materials in spaces where they will be installed for at least 48 hours before beginning installation. Subsequently, maintain minimum temperature of 55 deg F (13 deg C) in areas where work is completed.
- B. Install resilient flooring and accessories after other finishing operations, including painting, have been completed. Do not install resilient flooring over concrete slabs until the latter have been cured and are sufficiently dry to achieve bond with adhesive as determined by resilient flooring manufacturer's recommended bond and moisture test.

PART 2 - PRODUCTS

2.1 LUXURY VINYL COMPOSITION FLOOR TILE:

- A. Products: Subject to compliance requirements, provide the following:
1. Basis of Design: Shaw "Uncommon Ground" 6" high performance luxury vinyl plank.
  2. Wear layer thickness: 0.020"
  3. Thickness: 1/8"
  4. Size: 6 inch x 36 inch.
  5. Color and Patterns: TBD

2.2 STATIC DISSIPATIVE TILE:

- A. Products: Subject to compliance requirements, provide the following:
1. Basis of Design: Armstrong SDT.
  2. Size: 12" x 12"
  3. Thickness: 1/8"
  4. Color and Patterns: From Manufacturers standard colors and patterns.
  5. Install per manufacturer's recommendations to obtain static dissipative performance requirements.



## 2.3 ACCESSORIES:

- A. Wall Base: Provide base complying with FS SS-W-40; Type I rubber with matching end stops and preformed or molded corner units, and as follows:
  - 1. Match Existing.
- B. Resilient Edge Strips: 1/8" thick, homogeneous rubber composition, tapered or bullnose edge, color to match flooring, or as selected by Architect from standard colors available; not less than 1" wide.
- C. Adhesives (Cements): Waterproof, stabilized type as recommended by flooring manufacturer to suit material and substrate conditions.
- D. Concrete Slab Primer: Non-staining type as recommended by flooring manufacturer.
- E. Leveling and Patching Compounds: Latex type as recommended by flooring manufacturer.
- F. Acceptable Manufacturers of rubber base and accessories:
  - 1. Johnsonite
  - 2. Armstrong
  - 3. Roppe
  - 4. Mercer

## PART 3 - EXECUTION

### 3.1 INSPECTION:

- A. Require Installer to inspect subfloor surfaces to determine that they are satisfactory. A satisfactory subfloor surface is defined as one that is smooth and free from cracks, holes, ridges, coatings preventing adhesive bond, and other defects impairing performance or appearance.
- B. Perform bond and moisture tests on concrete subfloors to determine if surfaces are sufficiently cured and dry as well as to ascertain presence of curing compounds.
- C. Do not allow resilient flooring work to proceed until subfloor surfaces are satisfactory.

### 3.2 PREPARATION:

- A. Prepare subfloor surfaces as follows:
  - 1. Use leveling and patching compounds as recommended by resilient flooring manufacturer for filling small cracks, holes and depressions in subfloors.
  - 2. Remove coatings from subfloor surfaces that would prevent adhesive bond, including curing compounds incompatible with resilient flooring adhesives, paint, oils, waxes and sealers.

- B. Vacuum surfaces to be covered, and inspect subfloor.
- C. Apply concrete slab primer, if recommended by flooring manufacturer, prior to application of adhesive. Apply in compliance with manufacturer's directions.

### 3.3 INSTALLATION GENERAL:

- A. Install resilient flooring using method indicated in strict compliance with manufacturer's printed instructions. Extend resilient flooring into toe spaces, door reveals, and into closets and similar openings.
- B. Scribe, cut, and fit resilient flooring to permanent fixtures, built-in furniture and cabinets, pipes, outlets and permanent columns, walls and partitions.
- C. Maintain reference markers, holes, or openings that are in place or plainly marked for future cutting by repeating on finish flooring as marked on subfloor. Use chalk or other non-permanent marking device.
- D. Install resilient flooring on covers for telephone and electrical ducts, and similar items occurring within finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on these covers. Tightly cement edges to perimeter of floor around covers and to covers.
- E. Tightly cement resilient flooring to subbase without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections. Hand roll resilient flooring at perimeter of each covered area to assure adhesion.

### 3.4 INSTALLATION OF TILE FLOORS:

- A. Lay tile from center marks established with principal walls, discounting minor offsets, so that tile at opposite edges of room area of equal width. Adjust as necessary to avoid use of cut widths less than 1/2 tile at room perimeters. Lay tile square to room axis, unless otherwise shown.
- B. Match tiles for color and pattern by using tile from cartons in same sequence as manufactured and packaged if so numbered. Cut tile neatly around all fixtures. Broken, cracked, chipped, or deformed tiles are not acceptable.
- C. Adhere tile flooring to substrates using full spread of adhesive applied in compliance with flooring manufacturer's directions.

### 3.5 INSTALLATION OF ACCESSORIES:

- A. Apply wall base to walls, columns, pilasters, casework and other permanent fixtures in rooms or areas where base is required. Install base in lengths as long as practicable, with preformed corner units, or fabricated from base materials with mitered or coped inside corners. Tightly bond base to substrate throughout length of each piece, with continuous contact at horizontal and vertical surfaces.

1. On masonry surfaces, or other similar irregular substrates, fill voids along top edge of resilient wall base with manufacturer's recommended adhesive filler material.
- B. Place resilient edge strips tightly butted to flooring and secure with adhesive. Install edging strips at edges of flooring which would otherwise be exposed.

3.6 CLEANING AND PROTECTION:

- A. Perform following operations immediately upon completion of resilient flooring:
  1. Sweep or vacuum floor thoroughly.
  2. Do not wash floor until time period recommended by resilient flooring manufacturer has elapsed to allow resilient flooring to become well-sealed in adhesive.
  3. Damp-mop floor being careful to remove black marks and excessive soil.
  4. Remove any excess adhesive or other surface blemishes, using appropriate cleaner recommended by resilient flooring manufacturers.
- B. Protect flooring against damage during construction period to comply with resilient flooring manufacturer's directions.
- C. Clean resilient flooring not more than 4 days prior to date scheduled for inspections intended to establish date of substantial completion in each area of project. Clean resilient flooring by method recommended by resilient flooring manufacturer.
  1. Apply floor wax after cleaning and prior to accepting by Owner.

END OF SECTION 09 65 00

## SECTION 09 68 00 - CARPET

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY:

- A. This Section includes carpet, accessories and installation.

#### 1.3 SUBMITTALS:

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for each type of carpet material and installation accessory specified. Submit manufacturer's printed data on physical characteristics, durability, fade resistance and fire test response characteristics. Submit methods of installation for each type of substrate.
- C. Shop Drawings showing columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet. Indicate the following:
  - 1. Carpet type, color, and dye lot.
  - 2. Seam locations, types, and methods.
  - 3. Pattern type, repeat size, location, direction, and starting point.
  - 4. Type, color, and location of edge, transition, and other accessory strips.
  - 5. Transition details to other flooring materials.
- D. Samples for initial selection in the form of manufacturer's Samples of materials showing the full range of colors, textures, and patterns available for each type of carpet indicated.
- E. Samples for verification of the following products, in manufacturer's standard sizes, showing the full range of color, texture, and pattern variations expected. Prepare Samples from the same material to be used for the Work. Label each sample with manufacturer's name, material type, color, pattern, and designation indicated on Drawings and carpet schedule. Submit the following:
  - 1. 12-inch-square Samples of each type of carpet material required.
  - 2. 12-inch Samples of each type of exposed edge stripping and accessory item.
- F. Methods for maintaining carpet including manufacturer's recommended frequency for maintaining carpet.

1. Precautions for cleaning materials and methods that could be detrimental to finishes and performance. Include cleaning and stain-removal products and procedures.

#### 1.4 QUALITY ASSURANCE:

- A. Installer Qualifications: Engage an Installer with a minimum of 10 years experience in commercial carpet installation, who is certified by the Floor Covering Installation Board (FCIB) or who can demonstrate compliance with FCIB certification program requirements.
- B. Single-Source Responsibility: Obtain all carpet from one source and by a single manufacturer.
- C. Carpet Fire-Test-Response Characteristics: Provide carpet with the following fire-test-response characteristics as determined by testing identical products per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify carpet with appropriate markings of applicable testing and inspecting agency.
  1. Surface Flammability: Passes ASTM E 648, Class I (glue Down)
  2. Flame Spread: 25 or less per ASTM E 84.
  3. Flame Radiant Panel Test: Meets NFPA Class I, per ASTM E-648 gluedown.
  4. Smoke Density: ASTM E 662, Less than 450
  5. Electrostatic Propensity: Less than 3.0 kV per AATCC 134.

#### 1.5 DELIVERY, STORAGE, AND HANDLING:

- A. General: Comply with the Carpet and Rug Institute's CRI 104, Section 5: "Storage and Handling."
- B. Deliver materials to Project site in original factory wrappings and containers, labeled with identification of manufacturer, brand name, and lot number.
- C. Store materials on-site in original undamaged packages, inside well-ventilated area protected from weather, moisture, soilage, extreme temperatures, and humidity. Lay flat, with continuous blocking off ground.

#### 1.6 PROJECT CONDITIONS:

- A. General: Comply with CRI 104, Section 6: "Site Conditions."
- B. Space Enclosure and Environmental Limitations: Do not install carpet until space is enclosed and weatherproof, wet-work in space is completed and nominally dry, work above ceilings is complete, and ambient temperature and humidity conditions are and will be continuously maintained at values near those indicated for final occupancy.

- C. Subfloor Moisture Conditions: Moisture emission rate of not more than 3 lb/1000 sq. ft./24 hours when tested by calcium chloride moisture test in compliance with CRI 104, 6.2.1, with subfloor temperatures not less than 55 deg F (12.7 deg C).
- D. Subfloor Alkalinity Conditions: A pH range of 5 to 9 when subfloor is wetted with potable water and pHdrion paper is applied.

1.7 WARRANTY:

- A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Special Carpet Warranty: Submit a written warranty executed by carpet manufacturer and Installer agreeing to repair or replace carpet that does not meet requirements or that fails in materials or workmanship within the specified warranty period. Failures include, but are not limited to, more than 10 percent loss of face fiber, edge raveling, snags, runs, and delamination.
- C. Warranty Period: Lifetime of Carpet.

PART 2 - PRODUCTS

2.1 CARPET:

- A. Products: Subject to compliance with requirements, provide:
  - 1. Shaw Carpet Tile, On The Edge, Minimal Tile, Color Fringe (64585), 18"x36"

2.2 INSTALLATION ACCESSORIES:

- A. Concrete-Slab Primer: Nonstaining type as recommended by the carpet manufacturer.
- B. Trowelable Underlayments and Patching Compounds: As recommended by the following carpet manufacturer.
- C. Adhesives: Water-resistant, mildew-resistant, nonstaining type to suit products and subfloor conditions indicated and to comply with flammability requirements for installed carpet as recommended by the following carpet manufacturer.
- D. Seaming Cement: Hot-melt adhesive tape or similar product recommended by carpet manufacturer for taping seams and butting cut edges at backing to form secure seams and to prevent pile loss at seams.

## PART 3 - EXECUTION

### 3.1 EXAMINATION:

- A. Examine subfloors and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting performance of carpet. Do not proceed with installation until unsatisfactory conditions have been corrected. Proceeding with carpet installation prior to subfloor conditions being corrected constitutes acceptance of the subfloor conditions by the carpet installer.
- B. Verify that subfloors and conditions are satisfactory for carpet installation and comply with requirements specified in this Section and the carpet manufacturer.

### 3.2 PREPARATION:

- A. General: Comply with carpet manufacturer's installation recommendations to prepare substrates indicated to receive carpet installation.
- B. Level subfloor within 1/4 inch in 10 feet, noncumulative, in all directions. Sand or grind protrusions, bumps, and ridges. Patch and repair cracks and rough areas. Fill depressions.
  - 1. Use leveling and patching compounds to fill cracks, holes, and depressions in subfloor as recommended by the carpet manufacturer.
- C. Remove subfloor coatings, including curing compounds, and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone.
- D. Broom or vacuum clean subfloors to be covered with carpet. Following cleaning, examine subfloors for moisture, alkaline salts, carbonation, or dust.
- E. Concrete-Subfloor Preparation: Apply concrete-slab primer, according to manufacturer's directions, where recommended by the following carpet manufacturer.

### 3.3 INSTALLATION

- A. Direct Glue-Down Installation: Comply with CRI 104, Section 8: "Direct Glue-Down."
- B. Comply with carpet manufacturer's recommendations for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams under door in closed position. Do not bridge building expansion joints with continuous carpet.
- C. Where demountable partitions or other items are indicated for installation on top of finished carpet floor, install carpet before installation of these items.

- D. Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet manufacturer.
- E. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- F. Install pattern parallel to walls and borders.

### 3.4 CLEANING:

- A. Perform the following operations immediately after completing installation.
  - 1. Remove visible adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet manufacturer.
  - 2. Remove protruding yarns from carpet surface.
  - 3. Vacuum carpet using commercial machine with face-beater element.

### 3.5 PROTECTION:

- A. General: Comply with CRI 104, Section 15: "Protection of Indoor Installation."
- B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure carpet is without damage or deterioration at the time of Substantial Completion.

### 3.6 PRODUCT DATA:

- A. Carpet Designation: F-1
  - 1. Construction: Tufted
  - 2. Surface Texture: Patterned Loop
  - 3. Pile Thickness: .100" avg.
  - 4. Gauge: 1/10"
  - 5. Yarn Weight: 18oz per sq. yd.
  - 6. Dye system: Solution dyed
  - 7. Fiber Product: Eco Solution Q Nylon
  - 8. Dry Soil Retardant: SSP Shaw Soil Protection
  - 9. Backing: Synthetic, Ecworx Tile
  - 10. Bonding Agent: 100% Renewable Bio-Based Resource (no latex or urethanes)
  - 11. Size: 18"x36"
  - 12. Tuft Bind: 20 lb average tuft bind wet or dry per ASTM D-1335-67
  - 13. Performance Characteristics: As follows:
    - a. Surface Flammability: ASTM E 648, Class I (Glue Down)
    - b. Flame Spread: 25 or less per ASTM E 84.  
Flame Radiant Panel Test: Meets NFPA Class I, per ASTM E-648 gluedown.



- c. Smoke Density: ASTM E 662, Less than 450
    - d. Electrostatic Propensity: Less than 3.5 kV per AATCC 134.
  - 14. Color: 64585 Fringe
  - 15. Manufacturer: Shaw Carpet
  - 16. On The Edge, Minimal Tile, 18"x36"
- B. Substitutions: Products to be evaluated for equivalency shall be submitted by a General Contractor to the Architect for evaluation 14 days prior to the bid date.

END OF SECTION 09 68 00

## SECTION 09 91 00 - PAINTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes surface preparation and field painting of the following:
  - 1. Exposed interior items and surfaces associated with work of this contract.
  - 2. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.
- B. Paint exposed surfaces, except where the paint schedules indicate that a surface or material is not to be painted or is to remain natural. If the paint schedules do not specifically mention an item or a surface, paint the item or surface the same as similar adjacent materials or surfaces whether or not schedules indicate colors. If the schedules do not indicate color or finish, the Architect will select from standard colors and finishes available.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
  - 1. Prefinished items include the following factory-finished components:
    - a. Architectural woodwork and casework.
  - 2. Finished metal surfaces include the following:
    - a. Anodized aluminum.
    - b. Stainless steel.
    - c. Chromium plate.
  - 3. Labels: Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

#### 1.3 DEFINITIONS

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
  - 1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
  - 2. Eggshell refers to low-sheen finish with a gloss range between 5 and 20 when measured at a 60-degree meter.

3. Satin refers to low-sheen finish with a gloss range between 15 and 35 when measured at a 60-degree meter.
4. Semigloss refers to medium-sheen finish with a gloss range between 30 and 65 when measured at a 60-degree meter.
5. Full gloss refers to high-sheen finish with a gloss range more than 65 when measured at a 60-degree meter.

#### 1.4 SUBMITTALS

- A. Product Data: For each paint system specified. Include block fillers and primers.
  1. Material List: Provide an inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
  2. Manufacturer's Information: Provide manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material proposed for use.
  3. Certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOCs).
- B. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available for each type of finish-coat material indicated.
  1. After color selection, the Architect will furnish color chips for surfaces to be coated.

#### 1.5 QUALITY ASSURANCE

- A. Applicator Qualifications: Engage an experienced applicator who has completed painting system applications similar in material and extent to that indicated for this Project with a record of successful in-service performance.
- B. Source Limitations: Obtain block fillers, primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the Project Site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and the following information:
  1. Product name or title of material.
  2. Product description (generic classification or binder type).
  3. Manufacturer's stock number and date of manufacture.
  4. Contents by volume, for pigment and vehicle constituents.
  5. Thinning instructions.
  6. Application instructions.
  7. Color name and number.

8. VOC content.

- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain containers used in storage in a clean condition, free of foreign materials and residue.
  - 1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

1.7 PROJECT CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 and 90 deg F.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 and 95 deg F.
- C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
- D. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

1.8 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied in the quantities described below. Package paint materials in unopened, factory-sealed containers for storage and identify with labels describing contents. Deliver extra materials to the Owner.
  - 1. Quantity: Furnish the Owner with an additional 5 percent, but not less than 1 gal. (3.785 L), as appropriate, of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in the paint schedules.
- B. Manufacturers Names: The following manufacturers are referred to in the paint schedules by use of shortened versions of their names, which are shown in parentheses:

1. Devoe & Raynolds Co. (Devoe).
2. ICI Paint World Group (ICI).
3. Benjamin Moore & Co. (Moore).
4. PPG Industries, Inc. (PPG).
5. Pratt & Lambert, Inc. (P & L).
6. Sherwin-Williams Co. (S-W).

## 2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, undercoats, and finish-coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
  1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.
- C. Colors: Provide color selections made by the Architect.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with the Applicator present, under which painting will be performed for compliance with paint application requirements.
  1. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
  2. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
  1. Notify the Architect about anticipated problems using the materials specified over substrates primed by others.

### 3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning.
  - 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
  - 1. Provide barrier coats over incompatible primers or remove and reprime.
  - 2. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with the Steel Structures Painting Council's (SSPC) recommendations.
    - a. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
    - b. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with the same primer as the shop coat.
  - 3. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
- D. Materials Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
  - 1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
  - 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
  - 3. Use only thinners approved by paint manufacturer and only within recommended limits.
- E. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of the same material are applied. Tint undercoats to match the color of the

finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

### 3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
  - 1. Paint colors, surface treatments, and finishes are indicated in the schedules.
  - 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
  - 3. Provide finish coats that are compatible with primers used.
  - 4. Sand lightly between each succeeding enamel or varnish coat.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
  - 1. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
  - 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
  - 3. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
  - 1. Brushes: Use brushes best suited for the type of material applied. Use brush of appropriate size for the surface or item being painted.
  - 2. Rollers: Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.
  - 3. Spray Equipment: Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- E. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been

prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.

- F. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- G. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.
- H. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

### 3.4 FIELD QUALITY CONTROL

- A. The Owner reserves the right to invoke the following test procedure at any time and as often as the Owner deems necessary during the period when paint is being applied:
  - 1. The Owner may engage the services of an independent testing agency to sample the paint material being used. Samples of material delivered to the Project will be taken, identified, sealed, and certified in the presence of the Contractor.
  - 2. The testing agency may perform appropriate tests for the following characteristics as required by the Owner:
    - a. Quantitative material analysis.
    - b. Abrasion resistance.
    - c. Apparent reflectivity.
    - d. Flexibility.
    - e. Washability.
    - f. Absorption.
    - g. Accelerated weathering.
    - h. Dry opacity.
    - i. Accelerated yellowness.
    - j. Recoating.
    - k. Skinning.
    - l. Color retention.
    - m. Alkali and mildew resistance.
  - 3. The Owner may direct the Contractor to stop painting if test results show material being used does not comply with specified requirements. The Contractor shall remove noncomplying paint from the site, pay for testing, and repaint surfaces previously coated with the rejected paint. If necessary, the Contractor may be required to remove rejected paint from previously painted surfaces if, on repainting with specified paint, the two coatings are incompatible.



### 3.5 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
  - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

### 3.6 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
  - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

### 3.7 INTERIOR PAINT SCHEDULE

- A. Gypsum Board: Provide the following finish systems over interior gypsum board surfaces exposed to view: Two finish coats over primer, match existing color and finish.
  - 1. Primer: Latex-based, interior primer applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.5 mils (Basis of Design).
    - a. S-W ProGreen 200 Interior Latex Primer, B28W600
  - 2. Flat Acrylic Finish: 2 finish coats over a primer.
    - a. First and Second Coats: Flat, acrylic-latex-based, interior paint applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.8 mils (Basis of Design).
      - 1) S-W ProGreen 200 Flat, B30-600 Series
  - 3. Semigloss Finish: 2 finish coats over a primer.
    - a. First and Second Coats: Semigloss, acrylic-latex-based, interior paint applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.8 mils (Basis of Design).
      - 1) S-W ProGreen 200 Semigloss, B31-600 Series
  - 4. Gloss Finish: 2 finish coats over a primer.
    - a. First and Second Coats: Gloss, acrylic-latex-based, interior paint applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.8 mils (Basis of Design).
      - 1) S-W Pro Industrial 0 VOC Gloss, B66-W00 Series

- B. Concrete Masonry Units: Provide the following finish systems over interior concrete masonry block units and associated concrete surfaces. Two finish coats over a primer. Touch-up on existing finishes, as needed.
1. Primer: Alkali-resistant, acrylic-latex, interior primer applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.0 mil (0.025 mm).
    - a. S-W PrepRite Int/Ext Blockfiller B25W25.
  2. Finish: 2 finish coats over a primer.
    - a. First and Second Coats: Semigloss, acrylic-latex-based, interior paint applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.8 mils (Basis of Design).
      - 1) S-W Harmony Interior Latex B9W951, finish sheen to match existing.
- C. Zinc-Coated Metal: Provide the following finish systems over zinc-coated metal: Two finish coats over primer.
1. Primer: Galvanized metal primer applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.2 mils (Basis of Design).
    - a. S-W B66-310 Series, Pro Industrial Pro-Cryl Universal Acrylic Primer.
  2. Gloss, Acrylic-Enamel Finish: 2 finish coats over a primer.
    - a. First and Second Coats: Gloss, acrylic-latex, interior enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 2.6 mils (0.066 mm).
      - 1) S-W B53-300 Series, Waterbased Industrial Enamel Gloss.
- D. Ferrous Metal: Provide the following finish systems over ferrous metal:
1. Rust inhibitive primer, at spreading rate recommended by manufacturer (Basis of Design).
    - a. Primer: Quick Tann II by Lektro-Tech (813/254-1380)
  2. Gloss, Acrylic-Enamel Finish: 2 finish coats over a primer.
    - a. First and Second Coats: Gloss, acrylic-latex, interior enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 2.6 mils (0.066 mm).
      - 1) S-W B53-300 Series, Waterbased Industrial Enamel Gloss.

END OF SECTION 09 91 00

## SECTION 10 44 16 - FIRE EXTINGUISHERS, AND ACCESSORIES

### PART 1 - GENERAL

#### 1.1 SECTION REQUIREMENTS:

- A. Submit Product Data.
- B. Provide two fire extinguishers approved and listed with UL or FM, and bearing UL or FM markings, for the type, rating, and classification of extinguisher.

### PART 2 - PRODUCTS

#### 2.1 FIRE EXTINGUISHERS AND CABINETS:

- A. Fire Extinguishers: Multipurpose dry-chemical type, with UL rating of 3A40BC, minimum 10lb.
- B. UL approved pull open, non-locking, semi-recessed cabinets with a flat, shelf bottom shall be provided for each new fire extinguisher.

#### C. PART 3 - EXECUTION

#### 3.1 INSTALLATION:

- A. Install cabinets and brackets at heights indicated or, if not indicated, at heights to comply with applicable regulations of authorities having jurisdiction.
- B. Identify bracket-mounted extinguishers with "FIRE EXTINGUISHER" in red letter decals applied to wall surface. Letter size, style, and location as selected by Architect.

END OF SECTION 10 44 16

Bid Title: Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations  
Bid Number: BC-10-31-19-02  
Opening Date: Thursday, October 31, 2019 at 2:00 p.m. Eastern time



### BID RESPONSE SHEET

The Board of County Commissioners of Leon County reserves the right to accept or reject any and/or all bids in the best interest of the County.

Shelly W. Kelley  
Purchasing Director

Jimbo Jackson, Chairman  
Board of County Commissioners

This bid is submitted by the below named firm/individual by the undersigned authorized representative.

LEON COUNTY PURCHASING

NOV 7 PM 1:54

RECEIVED

By RAM Construction and Development, LLC  
(Firm Name)  
Robert H. Annin  
(Authorized Representative)

Robert H. Annin  
(Print or Typed Name)

Address 20 RAM Boulevard  
Midway, FL 32343

Telephone 850-671-7267

E-mail Address info@ramflorida.com

#### ACKNOWLEDGEMENT:

Addendum #1 ✓ dated 10/28/2019

Addendum #2 \_\_\_\_\_

Addendum #3 \_\_\_\_\_

#### BID PRICE:

Base Bid: \$ 440,000.00

# THE AMERICAN INSTITUTE OF ARCHITECTS


## AIA Document A310 Bid Bond

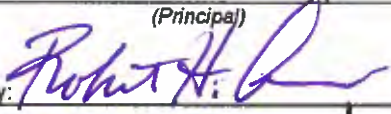
KNOW ALL MEN BY THESE PRESENTS, THAT WE RAM Construction and Development, LLC  
20 RAM Blvd Midway FL 32343  
as Principal, hereinafter called the Principal, and International Fidelity Insurance Company  
3375-B Capital Circle, NE Tallahassee FL 32308  
a corporation duly organized under the laws of the State of NJ  
as Surety, hereinafter called the Surety, are held and firmly bound unto Leon County Board of County Commissioners  
1800-3 N. Blainstone Rd. Tallahassee FL 32308  
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid  
Dollars (\$ 5% ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bid No. BC-10-31-19-02 Leon County Government Annex (Bank of  
America Bldg) 1st Floor Renovations


NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with  
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith  
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise  
to remain in full force and effect.

Signed and sealed this 31st day of October, 2019

  
Paul A. Gleason (Witness)

RAM Construction and Development, LLC  
(Principal) (Seal)  
By:   
Robert H. Amin, President (Title)

  
Kristie E. Shaw (Witness)

International Fidelity Insurance Company  
(Surety) (Seal)  
By:   
Attorney-in-Fact Benjamin R. Campbell (Title)

**POWER OF ATTORNEY**  
**HARCO NATIONAL INSURANCE COMPANY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

Bond # N/A Bld Bond

**KNOW ALL MEN BY THESE PRESENTS:** That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

**KRISTIE E. SHAW, BENJAMIN R. CAMPBELL, E. SCOTT JAY**

Tallahassee, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

**\*RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman  
Executive Vice President, Harco National Insurance Company  
and International Fidelity Insurance Company

STATE OF ILLINOIS  
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 31, 2019

A01408

Irene Martins, Assistant Secretary

**Bid Title: Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations**  
**Bid Number: BC-10-31-19-02**  
**Opening Date: Thursday, October 31, 2019 at 2:00 p.m. Eastern time**

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### INSURANCE CERTIFICATION FORM

To indicate that Bidder understands and is able to comply with the required insurance, as stated in the bid document, Bidder shall submit this insurance sign-off form, signed by the company Risk Manager or authorized manager with risk authority.

- A. Is/are the insurer(s) to be used for all required insurance (except Workers' Compensation) listed by Best with a rating of no less than A:VII?

YES ☒ NO ☐

Commercial General  
Liability:

Indicate Best Rating:  
Indicate Best Financial Classification:

A  
X

Business Auto:

Indicate Best Rating:  
Indicate Best Financial Classification:

A  
X

Professional Liability:

Indicate Best Rating:  
Indicate Best Financial Classification:

A  
X

- B. Is the insurer to be used for Workers' Compensation insurance listed by Best with a rating of no less than A:VII?

YES ☒ NO ☐

Indicate Best Rating:

Indicate Best Financial Classification:

A  
X

If answer is NO, provide name and address of insurer:

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- C. Is the Bidder able to obtain insurance in the following limits (next page) as required for the services agreement?

YES ☒ NO ☐

Insurance will be placed with Florida admitted insurers unless otherwise accepted by Leon County.  
Insurers will have A.M. Best ratings of no less than A:VII unless otherwise accepted by Leon County.

**Bid Title: Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations**  
**Bid Number: BC-10-31-19-02**  
**Opening Date: Thursday, October 31, 2019 at 2:00 p.m. Eastern time**

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**Required Coverage and Limits**

The required types and limits of coverage for this bid are contained within the solicitation package. Be sure to carefully review and ascertain that bidder/proposer either has coverage or will place coverage at these or higher levels.

**Required Policy Endorsements and Documentation**

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

**Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

**Additional insured** – (Leon County, Florida, its Officers, employees and volunteers) - General Liability & Automobile Liability

**Primary and not contributing coverage** - General Liability & Automobile Liability

**Waiver of Subrogation** – (Leon County, Florida, its officers, employees and volunteers)- General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

**Thirty days advance written notice of cancellation to County** - General Liability, Automobile Liability, Workers' Compensation & Employers' Liability.

Claims will be directed to Chip Campbell at McGriff Insurance (person/agency) at 3375 Capitol Circle NE, Tallahassee FL 32308 or chip.campbell@mcgriff  
( address/fax/e-,mail) for investigation and appropriate handling. insurance. com

Please mark the appropriate box:

Coverage is in place \_\_\_\_\_ Coverage will be placed, without exception ✓

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name Robert H. Annis  
Typed or Printed

Signature Robert H. Annis

Date 10/31/19

Title President  
(Company Risk Manager or Manager with Risk Authority)



Bid Title: Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations  
Bid Number: BC-10-31-19-02  
Opening Date: Thursday, October 31, 2019 at 2:00 p.m. Eastern time

**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) {Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.

BIDDER ATTESTS THAT IT IS FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: RAM Construction and Development, LLC

Signature: Robert H. Amis Title: President

STATE OF Florida  
COUNTY OF Leon

Sworn to and subscribed before me this 30th day of October, 2019.

Personally known ✓

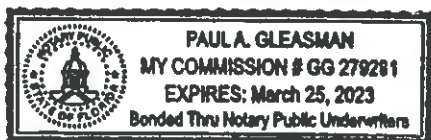
Paul A. Gleasman  
NOTARY PUBLIC

OR Produced identification \_\_\_\_\_

Notary Public - State of Florida

My commission expires: 3/25/23

(Type of identification)



Printed, typed, or stamped commissioned name of notary

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

**Bid Title:** Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations  
**Bid Number:** BC-10-31-19-02  
**Opening Date:** Thursday, October 31, 2019 at 2:00 p.m. Eastern time

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**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: Robert H. Amis  
Title: President  
Firm: RAM Construction and Development, LLC  
Address: 20 RAM Boulevard, Midway, FL 32343

**Bid Title: Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations**  
**Bid Number: BC-10-31-19-02**  
**Opening Date: Thursday, October 31, 2019 at 2:00 p.m. Eastern time**

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**IDENTICAL TIE BIDS**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following: (Check one and sign in the space provided.)

☒ This firm complies fully with the above requirements.

☐ This firm does not have a drug free work place program at this time.



Bidder's Signature

President

Title

10/30/19

Date

Bid Title: Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations  
Bid Number: BC-10-31-19-02  
Opening Date: Thursday, October 31, 2019 at 2:00 p.m. Eastern time

NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with Leon County Government, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,

RAM Construction and Development, LLC  
(Name of Corporation, Partnership, Individual, etc.)

a General Contractor, formed under the laws of Florida  
(Type of Business) (State or Province)

of which he/she is President  
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

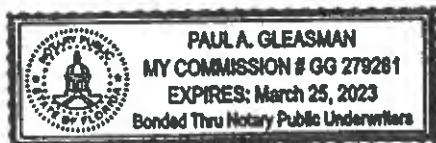
Robert H. Amis  
AFFIANT'S NAME

President  
AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this 30th Day of October, 2019.

Personally Known ☒ Or Produced Identification ☐ Type of Identification \_\_\_\_\_

Paula Gleasman  
NOTARY PUBLIC



(Print, Type or Stamp Commissioned Name of Notary Public)

My Commission Expires: 3/25/23

Bid Title: Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations  
Bid Number: BC-10-31-19-02  
Opening Date: Thursday, October 31, 2019 at 2:00 p.m. Eastern time

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
And OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.



Signature

President

Title

RAM Construction and Development, LLC

Contractor/Firm

20 RAM Boulevard, Midway, FL 32343

Address

**Bid Title:** Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations  
**Bid Number:** BC-10-31-19-02  
**Opening Date:** Thursday, October 31, 2019 at 2:00 p.m. Eastern time

### LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by Leon County (or one of the other local counties), and, if applicable, the City of Tallahassee; and
- c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: <b>RAM Construction and Development, LLC</b>	
Current Local Address: <b>20 RAM Boulevard, Midway, FL 32343</b>	Phone: <b>850-671-7267</b> Fax: <b>850-671-2773</b>
If the above address has been for less than six months, please provide the prior address. <b>N/A</b>	
Length of time at this address: <b>N/A</b>	
Home Office Address: <b>20 RAM Boulevard, Midway, FL 32343</b>	Phone: <b>850-671-7267</b> Fax: <b>850-671-2773</b>

**Robert H. Annin**  
Signature of Authorized Representative

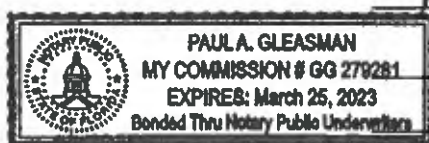
**10/30/19**  
Date

STATE OF **Florida**  
COUNTY OF **Leon**

The foregoing instrument was acknowledged before me this **30th** day of **October**, 20**19**  
By **Robert H. Annin** of **RAM Construction & Development, LLC**  
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)  
A **Florida** Corporation, on behalf of the corporation. He/she is personally known to me  
(State or place of incorporation)  
or has produced \_\_\_\_\_ as identification.

Return Completed form with supporting documents to:

Leon County Purchasing Division  
1800-3 N. Blair Stone Road  
Tallahassee, Florida 32308



**Paul A. Gleasman**  
Signature of Notary  
**Paul A. Gleasman**  
Print, Type or Stamp Name of Notary  
\_\_\_\_\_  
Title or Rank  
\_\_\_\_\_  
Serial Number, if any



# *State of Florida*

## *Department of State*

I certify from the records of this office that RAM CONSTRUCTION & DEVELOPMENT, LLC is a limited liability company organized under the laws of the State of Florida, filed on March 12, 2003.

The document number of this limited liability company is L03000008931.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on January 2, 2019, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Second day of January, 2019*


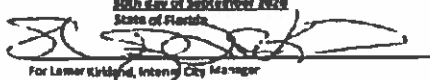


*Ken Detjen*  
**Secretary of State**

Tracking Number: CC9304864448

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

	Local Business Tax	NO: 20172018098
	<b>City of Midway Business Tax Certificate</b>	
	<b><u>LOCAL CERTIFICATE EXPIRES SEPTEMBER 30, 2020</u></b>	
	Licensee:	
	<b><u>RAM CONTRUCTION &amp; DEVELOPMENT LLC</u></b>	
	City Does, postional License Tax paid to the City of Midway, in consideration of which it is hereby acknowledged that the above is licensed to engage in and/or manage the business, profession or occupation in the City of Midway, Florida <del>between the 1st of October 2019 and ending on the 30th day of September 2020</del>	
	 For Lamar Kirkland, Interim City Manager	<u>September 8, 2019</u> Date





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**ANNIN, ROBERT HEATH**

RAM CONSTRUCTION & DEVELOPMENT LLC  
20 RAM BLVD.  
MIDWAY FL 32343

**LICENSE NUMBER: CGC062608**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Bid Title: Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations  
 Bid Number: BC-10-31-19-02  
 Opening Date: Thursday, October 31, 2019 at 2:00 p.m. Eastern time

CONTRACTOR'S BUSINESS INFORMATION

COMPANY INFORMATION

Name: RAM Construction and Development, LLC	
Street Address: 20 RAM Boulevard	
City, State, Zip: Midway, FL 32343	
Taxpayer ID Number: 61-1444327	
Telephone: 850-671-7267	Fax: 850-671-2773
Trade Style Name: N/A	

TYPE OF BUSINESS ORGANIZATION (check one)

<input type="checkbox"/>	Sole Proprietorship	<input checked="" type="checkbox"/>	Limited Liability Company
<input type="checkbox"/>	General Partnership	<input type="checkbox"/>	Joint Venture
<input type="checkbox"/>	Limited Partnership	<input type="checkbox"/>	Trust
<input type="checkbox"/>	Corporation	<input type="checkbox"/>	Other (specify )
<input type="checkbox"/>	Sub-chapter S Corporation		

State of Incorporation: Florida Date Established: March 12, 2003

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name	Title	Telephone	E-Mail
Robert H. Annin	President	850-671-7267	hannin@ramflorida.com
Paul A. Gleason	CFO	850-671-7267	info@ramflorida.com

**Bid Title:** Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations  
**Bid Number:** BC-10-31-19-02  
**Opening Date:** Thursday, October 31, 2019 at 2:00 p.m. Eastern time

**FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD**

Please provide the following information for all licenses required by Florida Statutes of the Prime Contractor for the performance of the work in this project.

Primary Licensee: Robert Heath Annin	
License Type: General Contractor	
License Number: CGC 062608	Expiration Date: August 31, 2020
Qualified Business License (certificate of authority) number:	
Alternate Licensee:	
License Type:	
License Number:	Expiration Date:

Bidder may use additional sheets to provide information for all applicable licenses and shall provide copies of each license as a part of the bid submittal.

**LIST COMPANIES FROM WHOM YOU OBTAIN SURETY**

**BONDS Surety Company 1**

Company Name	International Fidelity Insurance Co.
Contact's Name	Chap Campbell @ McGriff Insurance
Telephone	850 - 386 - 2143
Fax	888 - 328 - 1326
Address	3375-B Capital Circle NE, Tallahassee FL 32308

**Surety Company 2**

Company Name	
Contact's Name	
Telephone	
Fax	
Address	

**Bid Title:** Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations  
**Bid Number:** BC-10-31-19-02  
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<b>Present Amount of Bonding Coverage(\$):</b>  15,000,000 aggregate 8,000,000 single	<b>Has your application for surety bond ever been declined?</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <i>(If yes, please provide detailed information on reverse)</i>	<b>During the past 2 years, have you been charged with a failure to meet the claims of your subcontractors or suppliers?</b>  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <i>(If yes, please provide detailed information on reverse)</i>
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THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE

THIS 31<sup>th</sup> DAY OF October, 2019.

By: Robert H. Annin Title: President

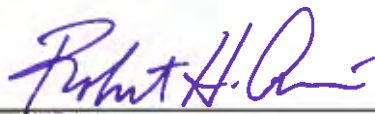
Printed Name and Title: Robert H. Annin

**Bid Title: Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations**  
**Bld Number: BC-10-31-19-02**  
**Opening Date: Thursday, October 31, 2019 at 2:00 p.m. Eastern time**

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### Employment Eligibility Verification

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "'Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
  - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
  - b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.



Signature

10/30/19

Date

**Bid Title:** Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations  
**Bid Number:** BC-10-31-19-02  
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# **MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN FORM**

**Bidder:** RAM Construction and Development, LLC

All bidders, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their bid. Through submission of its bid, Bidder certifies, acknowledges and agrees that the Participation Level and the Good Faith Efforts herein designated are accurate and true; and, that the individual whose manual signature is on this submission is duly authorized on behalf of the bidder to make such certification.

For the purposes of MWBE participation on Leon County projects, the following definition applies:

Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) are firms certified by Leon County or the City of Tallahassee. Some firms with MBE or WBE certification by the State of Florida may be accepted under a reciprocal agreement but, those from other governmental organizations are not accepted by Leon County.

**DIRECTIONS:** Each bidder must designate in Section 3 its level of MWBE participation. If the aspirational targets are not met or exceeded, Section 2 must be completed. All bidders are to list subcontractors as appropriate in Sections 3 and 4.

## **SECTION 1 - ASPIRATIONAL TARGET FOR M/WBE PARTICIPATION**

The aspirational target for this project is:

Aspirational Target for Construction	
M/WBE Classification	Aspirational Target(s)
Certified Minority Business Enterprises (MBE)	17% of the total anticipated contract value
Certified Women Business Enterprises (WBE)	9% of the total anticipated contract value

## **SECTION 2 - GOOD FAITH EFFORT**

The following list of the good faith efforts criteria complies with Leon County's Purchasing and Minority, Women, and Small Business Enterprise Policy. These criteria are used in the determination of whether a contractor has performed and documented good faith efforts. Also, the basis for rejecting a MWBE deemed unqualified or unacceptable by the Prime Contractor shall be documented and included in the bidder's Good Faith Effort documentation.

1. Please identify all of the following activities that your firm has done as Good Faith Effort in order to secure MWBE participation and submit documentation of such. Failure to designate those actions you have done as Good Faith and provide documentation of all Good Faith Efforts completed by your firm may result in your bid being determined as non-responsive. Please check the appropriate boxes that apply to your good faith activities:
  - a. Advertised for participation by MWBEs in non-minority and minority publications within the Market

**Bid Title: Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations**  
**Bid Number: BC-10-31-19-02**  
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area, including a copy of the advertisement and proof of the date(s) it appeared or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWBE's referred to the bidder by the MWSBE Division for the goods and services to be subcontracted and/or supplied.

- b. Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Contractors as applicable to the aspirational Target.
- c. Contacted the MWSBE Division for a listing of available MWBEs who provide the services needed for the bid.
- d. Contacted MBEs and/or WBEs who provide the services needed for the bid.
- e. Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- f. Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid related items at no charge to the M/WBEs.
- g. Contacted the MWSBE Division, no less than five (5) business days prior to the Bid deadline, regarding problems the with bidder is having in achieving and/or reaching the aspirational targets.
- h. Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

*See attached*

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- 2. Prime contractors will negotiate in good faith with interested MWSBE's, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. The basis for rejecting any MWBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation. The Prime Contractor shall not impose unrealistic conditions of performance on MWSBE's seeking subcontracting opportunities.
- 3. Leon County reserves the right to request supporting documentation as evidence of good faith efforts indicated above at any time. Failure to provide supporting documentation when requested shall deem your bid as non-responsive.

PARTICIPATION PLAN FORM continued on following pages.

**Bid Title:** Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations  
**Bid Number:** BC-10-31-19-02  
**Opening Date:** Thursday, October 31, 2019 at 2:00 p.m. Eastern time

**SECTION 3 – BIDDER'S PROPOSED MWBE PARTICIPATION**

Bidder shall complete the following Table identifying each certified MWBE firm they intend to use on this project. Attach additional sheets as necessary.

MBE and WBE Intended Utilization					
Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) <sup>1</sup>	Firm's Location/Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group <sup>2</sup> (B, A, H, N, F)	Total Dollar Amount of MWBE Participation	Type of Service to Provide
a. Mancey Container	Leon Co.	850-877-3477	F	\$2,000	Demmo debris
b. Final Touch	Leon Co.	850-212-9770	B	\$12,577	Painting
c.					
d.					
e.					
f.					
g.					
Total Bid Amount		\$440,000.00		Total MWBE Participation \$14,577.00 MBE Participation % 3.3 WBE Participation % .04 (MBE or WBE Participation \$ Total Bid \$) <del>14,577.00</del>	

<sup>1</sup> **Certification** Attach and submit a copy of each MBE and WBE certification with the bid.  
<sup>2</sup> **Ethnic Group** Use following abbreviations for MBE's: African American (B); Asian American (A); Hispanic American (H); and Native American (N). WBEs include Non-Minority Female (F) owned firms.



**Bid Title:** Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations  
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**SECTION 4 - NON-MWBE SUBCONTRACTORS**

Bidder shall complete the following Table identifying non-MBE or WBE's subcontractors it anticipates utilizing on the project.

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a. Parker Services	Leon Co	850-222-7722	\$26,310	Mechanical
b. Perkins Electrical	Leon Co	850-385-8630	\$89,800	Electrical
c. Anderson Plumbing	Leon Co	850-510-4658	\$1500	Plumbing
d. Phoenix Fire	Leon Co	850-562-0989	\$8640	Fire Prot.
e.				
f.				
g.				
h.				
i.				

## Dis-advantaged business involvement-Statement of Good Faith Effort

RAM Construction & Development encourages participation by minority businesses. We utilize various counties, cities, and school boards approved minority vendor list by adding these suppliers and subcontractors to our bid notification system. Our approach consist of a three tier system of notification, bid package preparation, and administrative support services.

### **Notification**

- Solicitation of bid through phone, fax, and email
- Advertisements in local periodicals
- Construction bid reporting agencies

### **Bid Package Preparation**

- Compile SBD specific bid package/scope
- Pre-bid review with SBD subcontractors or vendor

### **Administrative Support Services**

- Accounting and cash flow assistance
- Direct purchase of materials
- Cost free plans and specification packages from our printing suppliers

RAM will publish, with its bid documentation, a list of the names of all subcontractors/vendors, and identify all SBD subcontractors/vendors.



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- d. Bidders must complete and submit the attached Minority and Women Business Enterprise Participation Plan form. Failure to submit the completed Minority and Women Business Enterprise Participation Plan form may result in a determination of non-responsiveness for the bid.

If the aspirational target is not met, you must denote your good faith effort on the Participation Plan Form. All bidders, including MBE's, and WBE's shall either meet the aspirational target(s), or if not met, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). Failure to complete such good faith effort statement may result in the bid being non-responsive. Below are policy examples of good faith efforts that bidders can use if they are not meeting the aspirational target. These examples can be used to demonstrate the good faith effort.

- 1) Advertised for participation by M/WBE's in non-minority and minority publications within the Market area, including a copy of the advertisement and proof of the date(s) it appeared or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all M/WBE's referred to the bidder by the MWSBE Division for the goods and services to be subcontracted and/or supplied.
- 2) Documented that the bidding Prime Contractor provided ample time for potential MBE and/or WBE subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Contractors as applicable to the aspirational Target.
- 3) Contacted the MWSBE Division for a listing of available M/WBEs who provide the services needed for the bid.
- 4) Contacted MBEs and/or WBEs that provide the services needed for the bid.
- 5) Documented follow-up telephone calls with potential M/WBE subcontractors seeking participation.
- 6) Allowed potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid related items at no charge to the M/WBE's.
- 7) Contacted the MWSBE Division, no less than five (5) business days prior to the Bid deadline, regarding problems the with bidder is having in achieving and/or reaching the aspirational targets.
- 8) Other documentation indicating their Good Faith Efforts to meet the aspirational targets. Please provide details below.

For goods and/or services to be performed in this project, the following are the aspirational targets for participation by certified MBE's and/or WBE's.

Construction Sub-Contractor Targets:

Minority Business Enterprise - 17%

Woman Business Enterprise - 9%

- e. Definitions for the above targets follow:

- 1) Minority/Women Business Enterprise (MWBE) - a business that is owned and controlled by at least 51% by one or more minority persons or by at least 51% by one or more women, and whose management and daily operations are controlled by one or more such

A

# Tallahassee Media Group

## Classified Ad Receipt (For Info Only - NOT A BILL)

**Customer:** RAM CONSTRUCTION

**Address:** 20 RAM BLVD  
MIDWAY FL 32343  
USA

**Ad No.:** 0003874435  
**Pymt Method:** Invoice  
**Net Amt:** \$84.50  
**Tel:** 8506717267

**Run Times:** 1

**No. of Affidavits:** 1

**Run Dates:** 10/24/19

**Text of Ad:**

**INVITATION TO BID**

RAM Construction & Development, LLC. (RAM), Lic No. CGC-062608 is soliciting proposals from City of Tallahassee or Leon County Florida pre-qualified women and minority trade contractors/suppliers for the Leon County Bank of America Bldg. 1st Floor Renovations

SCOPES OF WORK INCLUDE: 02-Demo, 06-Casework, 08-Doors/Hardware, 08-Glass/Windows, 09-Acoustical Ceilings, 09-Drywall, 09-Floor Coverings, 09-Painting, 15-Fire Suppression, 15-HVAC, 15-Plumbing, 16-Electrical

Proposals will be received by RAM on or before noon on November 7th, 2019. Email proposals and any questions to [estimator@ramflorida.com](mailto:estimator@ramflorida.com) or faxed to 850-671-2773.  
AD #3873112

Publication Date: October 24, 2019

0003874435-01



## MWSBE BID NOTIFICATION AND ASSISTANCE SCHEDULE

Notification of GC Bid	7-Oct-19
Pre-bid Meeting for GC Bidders	16-Oct-19
Compiled List from Leon County MWSBE Website	21-Oct-19
E-mailed MWSBE Bid Notification	21-Oct-19
Faxed MWSBE Bid Notification	21-Oct-19
MWSBE Bid Advertisement	24-Oct-19
Contacted various MWBE subs via phone to get interest and scope review	Oct 23-30, 2019
Contacted Leon County Office of Economic Vitality on reaching aspirational target	30-Oct-19
GC Bid	7-Nov-19

(C)

LEON COUNTY - Minority Busin... +

develtofbusiness.com

Apps | FAVORITES | PMS Service Desktop | Welcome to ALA Co... | Pricing | Reports | Child Involvement Tool... | Fayette County | non-construction | Fast Wood Builder | North Georgia Plan... | St George | My Address | Ma... | Leon Design | Res... | Other businesses

## CONTRACT COMPLIANCE MANAGEMENT SYSTEM

Limited MWBEs are recognized by City of Leon County Procurement and Leon County Purchasing

**Search by Certification Type**

Certifications

- ☐ Minority Business Enterprise (MBE)
- ☐ Small Business Enterprise (SBE)
- ☐ Woman Business Enterprise (WBE)
- ☐ Airport Concessionaire Disadvantaged Business Enterprise (ACDBE)
- ☐ Disadvantaged Business Enterprise (DBE)

**Search by Business Name or DBA**

Business Name/DBA Tip: Try just a few letters of the firm's name.

**Search by Business Description**

Business Description Tip: Try just a few letters of a keyword.

**Search by Commodity Code**

Commodity Codes [Click to Lookup Commodity Codes](#)

**Search by Contact Person**

Contact Person/Owner

First name Last name

Tip: Use the first letter Tip: Try just the first few letters.

**Search by Location**

City

https://www.leoncountyfla.gov/

As of 10/21/2019 5:11:38 PM

Company Name	Owner Name	Owner Last	Meeting Address	City	State	Zip	Phone	Fax	Email	Certification Type	Renewal	Capability
305 Brothers All in One LLC	Joel/Free	Joseph	1228 Volusia Street	Tallahassee	FL	32304	305-331-1831	850-959-1181	jfree@305brothersllc.com	MBE	12/31/2020	Painting, Wall Coverings; Commercial Cleaning, Painting, Pressure Washing, Lawn Care
MACT LLC	Tee	Thompson	935 West Tharpe Street	Tallahassee	FL	32303	850-656-2000	850-656-2000	nako7aservice@gmail.com	MBE	9/31/2021	
Clear View Coatings	Claudine	Vieux	4514 Destin Court	Tallahassee	FL	32305	850-273-1623		www.clearviewcoatings@gmail.com	MBE	7/31/2020	Painting, Waterproofing, Damp proofing, Specialty Coatings, Joint Sealants, Wall Coverings, and Masonry Restoration
Curtis Sales & Service Center Company	O. D.	Curtis	618 Hampton Avenue	Tallahassee	FL	32310	850-574-1300	850-574-4984	curtissales@centurylink.net	MBE	8/31/2021	HVAC Contractor, Sales, Service, Repair, Preventative Maintenance, and Install Central A/C Systems
Eddie Nathan Painting, Inc.	Eddie	Nathan	2513 Hastings Drive	Tallahassee	FL	32303	850-562-9627	850-562-9627	eddiennathan@comcast.net	MBE	11/30/2020	Painting Services;
Final Touch Services, LLC	Antonio	Richardson	2361 Woodrich Drive	Tallahassee	FL	32301	850-212-9770	850-000-0000	ftslc@yahoo.com	MBE	6/30/2020	Interior & Exterior Painting, Caulking, Waterproofing, Pressure Washing;
Gardien Heating & Plumbing, LLC	Curtis	Graham	8009 Black Jack Road	Tallahassee	FL	32305	850-251-1370		gardienplumbing@gmail.com	MBE	11/30/2020	Installation and Repair of Heating and Plumbing Lines
Juan A. Hernandez Custom Finishing, LLC	Juan	Hernandez	3630 Sycamore Road	Quincy	FL	32351	850-510-6928		juanhernandez850@gmail.com	MBE	3/31/2020	Painting and Finishing
Link Floors, Inc.	Kimberley	Link	4420 Corbett Street	Tallahassee	FL	32303	850-574-5465	850-574-8418	kim@linkfloors.com	WBE	8/31/2021	Supplier and Installer of Carpet, Tile, Vinyl Planks, Broadloom Carpet, Sheet Vinyl, and VCT
Mooney Container Service, Inc.	Lisa A.	Mooney	P.O. Box 12393	Tallahassee	FL	32317	850-877-9477	850-942-0975	lmooney45@centurylink.net	WBE	9/30/2021	Construction Dumpster Services/Hauling;
National Flooring Specialist, Inc.	Terry	Simpkins	National Flooring Specialists, Inc., 3064 S Adams St	Tallahassee	FL	32301	850-997-4782	855-201-0538	terry@nationalflooringinc.com	MBE	8/31/2020	Flooring Sales & Installation
Professional Electrical Systems, Inc.	Victor	Roberts	2506 West Tharpe Street	Tallahassee	FL	32303	850-421-7148	850-421-6893	pestr@bdi.com	MBE	1/31/2021	Electrical Contractor;
RDS Drywall & Acoustics, LLC	Calvin L.	Sancho	PO Box 6122	Tallahassee	FL	32314	850-402-0399	850-402-0399	sancho755@aol.com	MBE	11/27/2020	Construction Drywall Installation, Metal Stud Framing and Acoustical Ceilings Installation;
Sheffield Building Specialties, Inc.	Cynthia	Sheffield Knox	1515-2 Hervey Court	Tallahassee	FL	32303	850-553-4840	850-668-2096	cynthi@sheffieldbuilding.com	WBE	12/31/2020	General Contractor; Site Work, Landscape/Irrigation, Concrete, Masonry, Steel & Misc. Metals, Carpentry, Millwork, Drywall, Painting, Floor Coverings, Door, Frames, Hardware Specialties, Furnishing, Appliances, and playground Equipment;
Solomon Painting and Pressure Washing Services	Solomon	Ford	8390 Glendalin Road	Tallahassee	FL	32311	850-264-2823	850-877-7032	solomonpainting@comcast.net	MBE	5/31/2021	Painting, Pressure Cleaning and Water Sealing;
Watts Cooling, Heating, & Plumbing, LLC	Carre	Welsh	2604 Hannon Mill Road	Tallahassee	FL	32308	850-224-4822	850-222-9756	carre@wattscoolingandplumbing.com	WBE	3/28/2020	HVAC, Plumbing, and Air Conditioning Services







# INVITATION TO BID

## WMBE PARTICIPATION



Please be advised that RAM Construction and Development, a general contractor (CGC062608), is soliciting subcontractor/supplier bids for the following project:

**PROJECT NAME:** Leon County Government Annex  
(Bank of America Bldg) 1st Floor Renovations  
315 South Calhoun Street  
Tallahassee, FL 32301

**BIDS DUE BY - DATE:** Thursday, October 31st, 2019 **BY FAX:** 850-671-2773 or **EMAIL:**  
**BIDS DUE BY - TIME:** 11:00AM EST **estimator@ramflorida.com**

**DESCRIPTION:** 5000 SF interior renovation to include demolition of all interior walls, ceilings, floors, doors and casework. Construct new drywall partitions, ceilings, flooring, doors & hardware, mechanical, electrical, plumbing, fire sprinkler and fire alarm.  
*DBE firms certified by the City of Tallahassee, Leon County or FDOT are encouraged to turn in a proposal for this project to meet our goal of 17% DBE and 9%WBE participation. Please contact us if you have any questions or need to discuss the plans or scope breakdown.*

### SCOPES OF WORK INCLUDED:

02-Demolition	09-Floor Coverings/Tile
06-Casework	09-Painting
08-Doors/Hardware	15-Fire Suppression Systems
08-Glass/Windows	15-HVAC
09-Acoustical Ceiling	15-Plumbing
09-Drywall/Metal Studs	16-Electrical

Please send all questions to  
Estimator@RamFlorida.com

Plans, specs, pictures and addenda may be viewed at our office or FTP site listed below:  
(enter into your internet address bar)

<https://ramconstructionanddevelopment.sharefile.com/d-s47443f7b0ce4886b>

### Other blueprint shops where plans are available:

The Blueprintshop - Tallahassee, FL

**PLEASE CHECK OUR FTP SITE FOR  
ADDENDA BEFORE TURNING IN  
YOUR PROPOSAL. ACKNOWLEDGE  
ALL ADDENDA ON YOUR PROPOSAL.**

### SUBCONTRACTOR/SUPPLIER RESPONSE

YOUR COMPANY NAME: \_\_\_\_\_ SCOPE OF WORK: \_\_\_\_\_

PHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ ☐ YES, I WILL BID NO, I WILL NOT BID ☐

YOUR NAME: \_\_\_\_\_ YOUR EMAIL: \_\_\_\_\_

**PLEASE RETURN REPLY BY FAX WITHIN 72 HOURS**

**RAM Construction & Development, LLC 20 RAM Blvd., Midway, FL 32343 Ph: (850) 671-7267 Fax: (850) 671-2773**

INFORMATION CONTAINED IN THIS TRANSMISSION IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE. THANK YOU.



# INVITATION TO BID

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<https://ramconstructionanddevelopment.sharefile.com/d-s47443f7b0ce4886b>

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The Blueprintshop - Tallahassee, FL

Link to  
Plans/specs

PLEASE CHECK OUR FTP SITE FOR  
ADDENDA BEFORE TURNING IN  
YOUR PROPOSAL. ACKNOWLEDGE  
ALL ADDENDA ON YOUR PROPOSAL.

### SUBCONTRACTOR/SUPPLIER RESPONSE

**YOUR COMPANY NAME:** \_\_\_\_\_ **SCOPE OF WORK:** \_\_\_\_\_

**PHONE NUMBER:** (\_\_\_\_) \_\_\_\_\_ ☐ YES, I WILL BID ☐ NO, I WILL NOT BID

**YOUR NAME:** \_\_\_\_\_ **YOUR EMAIL:** \_\_\_\_\_

**PLEASE RETURN REPLY BY FAX WITHIN 72 HOURS**

RAM Construction & Development, LLC 20 RAM Blvd., Midway, FL 32343 Ph: (850) 671-7267 Fax: (850) 671-2773

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G

## Paul Gleasman

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**From:** Paul Gleasman  
**Sent:** Wednesday, October 30, 2019 4:37 PM  
**To:** Lraffington@oevforbusiness.org  
**Cc:** Jason Holder  
**Subject:** LEON COUNTY BOA 1ST FLOOR RENO WMBE UTILIZATION  
**Attachments:** WMBE ITB BOA.pdf; WMBE LIST BOA.pdf

**Tracking:** **Recipient**  
Lraffington@oevforbusiness.org  
Jason Holder  
'info@ramflorida.com'  
Paul Gleasman

LaTanya,

Just checking in to let you know to direct any WMBE trade contractors or suppliers our way for the bid on the above project. We have reached out to the vendors on the Leon County Certified Directory list, but if we missed anybody that contacts you, please have them contact us.

Thank you,

Paul A. Gleasman  
Chief Financial Officer



RAM Construction & Development, LLC  
20 RAM Blvd.  
Midway, FL 32343  
Ph: 850-671-7267 Ext. 101  
Fax: 850-671-2773  
Email: [pgleasman@ramflorida.com](mailto:pgleasman@ramflorida.com)  
Web: [www.ramflorida.com](http://www.ramflorida.com)

+++++CONFIDENTIALITY NOTICE+++++

The information in this email may be confidential and/or privileged. This email is intended to be reviewed by only the individual or organization named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, or the information contained herein is prohibited. If you have received this email in error, please immediately notify the sender by return email and delete this email from your system.

**Paul Gleasman**

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**From:** LaTanya Raffington <Lraffington@oevforbusiness.org>  
**To:** Paul Gleasman  
**Sent:** Wednesday, October 30, 2019 4:37 PM  
**Subject:** Read: LEON COUNTY BOA 1ST FLOOR RENO WMBE UTILIZATION

Your message

To: LaTanya Raffington  
Subject: LEON COUNTY BOA 1ST FLOOR RENO WMBE UTILIZATION  
Sent: Wednesday, October 30, 2019 4:37:13 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Wednesday, October 30, 2019 4:39:09 PM (UTC-05:00) Eastern Time (US & Canada).

(H)

## Dis-advantaged business cash flow assistance

RAM Construction & Development is well known for assisting SBE and WMBE subcontractors with cash flow assistance and direct purchase of materials. We have assisted firms such as Final Touch, Florida Developers and Hale Contracting with weekly pay cycles and material purchases. These firms are aware that RAM will assist with any financial need that may occur within their scope of work.

### **Administrative Support Services**

- Accounting and cash flow assistance
- Direct purchase of materials
- Cost free plans and specification packages from our printing suppliers



LEON COUNTY PURCHASING DIVISION  
BID TABULATION SHEET  
BC-10-31-19-02

Attachment #2  
Page 1 of 2

Bid Title: Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations

Opening Date: Thursday, November 7, 2019 at 2:00 PM

Item/Vendor	Council Contracting	TipTop Construction	mills+McKinnon	RAM Construction
Response Sheet with Manual Signature	Y	Y	Y	Y
Addendum #1	Y	Y	Y	Y
Insurance Certification Form	Y	Y	Y	Y
Affidavit Immigration	Y	Y	Y	Y
Equal Opportunity and Affirmative Action	Y	Y	Y	Y
Identical Tie Bids	Y	Y	Y	Y
Non-Collusion Affidavit	Y	Y	Y	Y
Certification Regarding Debarment, Suspension	Y	Y	Y	Y
Local Vendor Certification	Y	Y	Y	Y
Contractor's Business Information	Y	Y	Y	Y
E-Verify Form	Y	Y	Y	Y
MWBE Participation Plan	Y	Y	Y	Y
Bid Bond	Y	Y	Y	Y
Bid Price	\$525,000	\$555,520	\$605,770	\$440,000

Tabulated By:

*Shelley Keelay*

RECEIVED

2:01 *GT*  
Page 1224 of 1403

LEON COUNTY PURCHASING

*Ken M. Leland*  
Posted December 2, 2019.

LEON COUNTY PURCHASING DIVISION  
 BID TABULATION SHEET  
 BC-10-31-19-02

Attachment #2  
 Page 2 of 2

Bid Title: Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations  
 Opening Date: Thursday, November 7, 2019 at 2:00 PM

Item/Vendor	Oliver Sperry Renovation			
Response Sheet with Manual Signature	Y			
Addendum #1	Y			
Insurance Certification Form	Y			
Affidavit Immigration	Y			
Equal Opportunity and Affirmative Action	Y			
Identical Tie Bids	Y			
Non-Collusion Affidavit	Y			
Certification Regarding Debarment, Suspension	Y			
Local Vendor Certification	Y			
Contractor's Business Information	Y			
E-Verify Form	Y			
MWBE Participation Plan	Y			
Bid Bond	Y			
Bid Price	\$473,321			

Tabulated By:

*Shelly Kealey*

*Kevin M. Osland*



## Inter-Office Memorandum

Date: November 14, 2019

To: Cristina Paredes, Director  
Office of Economic Vitality

From: Darryl Jones, Deputy Director  
Minority, Women, & Small Business Enterprise (MWSBE) - Office of Economic Vitality

Subject: Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations Project  
(BC-10-31-19-02)

The Minority, Women, & Small Business Enterprise (MWSBE) Division reviewed the MWBE Participation Plans of four bid respondents to determine if the 17% MBE and 9% WBE Aspirational Targets for Construction Subcontracting were achieved for the Leon County Government Annex (Bank of America Bldg.) 1<sup>st</sup> Floor Renovations Project.

The submitted MWBE Participation Plans for each bidder are as follows:

**RAM Construction & Development** - did not meet the MWBE Aspirational Targets for Construction Subcontracting; *however a satisfactory Good Faith Effort Form and supporting documentation were provided. If RAM Construction is selected, staff is recommending that RAM Construction consult with the Office of Economic Vitality's MWSBE Division to increase its Good Faith Efforts and increase its MWBE participation.* The WBE firms listed below are the firms **RAM Construction**, intends to utilize on this project.

Total Bid Amount		\$440,000			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Mooney Container	Non-Minority Female	Tallahassee-Leon County OEV	Demo debris	\$2,000	.5%
Final Touch	African American Male	Tallahassee-Leon County OEV	Painting	\$12,577	3%
Total MWBE Dollars					\$14,577
Total MWBE Utilization Percentage					3.5%



**OliverSperry Renovation and Construction**- did not meet the MWBE Aspirational Targets for Construction Subcontracting; however, a satisfactory Good Faith Effort Form and supporting documentation were provided. *If OliverSperry Renovation and Construction is selected, staff is recommending that OliverSperry Renovation and Construction consult with the Office of Economic Vitality's MWSBE Division to increase its Good Faith Efforts and increase its MWBE participation.* The MWBE firms listed below are the firms **OliverSperry** intends to utilize on this project.

Total Bid Amount		\$473,321			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
Final Touch	African American Male	Tallahassee-Leon County OEV	Painting	\$12,578	3%
Link Floors	Non-Minority Female	Tallahassee-Leon County OEV	Flooring	\$24,205	5%
Total MWBE Dollars					\$36,783
Total MWBE Utilization Percentage					8%

**Council Contracting** –did not meet the MWBE Aspirational Targets for Construction Subcontracting; and the Good Faith Effort Form was not completed nor supporting documentation provided. *If Council Contracting, is selected, staff is recommending that Council Contracting, consult with the Office of Economic Vitality's MWSBE Division to increase its Good Faith Efforts and increase its MWBE participation.* The MBE firm listed below is the firm **Council Contracting** intends to utilize on this project.

Total Bid Amount		\$545,598			
Name of MWBE	Race/Gender	Certifying Agency	Goods & Services	MWBE Dollars	MWBE Utilization Percentage
National Flooring Specialist	African American Male	Tallahassee-Leon County OEV	Flooring	\$19,825	4%
Total MWBE Dollars					\$19,825
Total MWBE Utilization Percentage					4%

**Mills & McKinnon Contractors, Inc.** – met the MBE Aspirational Target for Construction but did not meet the WBE Aspirational Target; Good Faith Effort Form and supporting documentation were not provided. *If Mills & McKinnon Contractors, Inc., is selected, staff is recommending that Mills & McKinnon Contractors, Inc., consult with the Office of Economic Vitality's MWSBE Division to increase its Good Faith Efforts and increase its WBE participation.* Mills & McKinnon Contractors, Inc. listed Glass Service Center for utilization on the project however, the firm is not certified by the City of Tallahassee, Leon County or the Tallahassee-Leon County Office of Economic Vitality. The MBE firms listed below are the firms Mills & McKinnon Contractors, Inc., intends to utilize on this project.

<b>Total Bid Amount</b>		<b>\$605,770</b>			
<b>Name of MWBE</b>	<b>Race/Gender</b>	<b>Certifying Agency</b>	<b>Goods &amp; Services</b>	<b>MWBE Dollars</b>	<b>MWBE Utilization Percentage</b>
National Flooring Specialists	African American Male	Tallahassee-Leon County OEV	Flooring	\$19,823	3%
RDS Drywall	African American Male	Tallahassee-Leon County OEV	Acoustical Ceiling, Demo and Doors	\$83,158	14%
<b>Total MWBE Dollars</b>					<b>\$102,981</b>
<b>Total MWBE Utilization Percentage</b>					<b>17%</b>

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #31**

# Leon County Board of County Commissioners

## Agenda Item #31

December 10, 2019

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

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

**Title:** Full Board Appointments of Commissioners to Authorities, Boards, Committees and/or Councils, and Proposed Revision to Policy No. 11-2, "Commissioner 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
<b>Lead Staff/ Project Team:</b>	Mary Smach, Agenda Coordinator

### **Statement of Issue:**

This agenda item seeks Board approval to appoint Commissioners to the Big Bend Continuum of Care, the Capital Region Transportation Planning Agency, the Joint School Coordinating Council, the Juvenile Justice Circuit 2 Advisory Board, the Leon County Educational Facilities Authority, and the Workforce Development Consortium-Region 5. In addition, this item seeks Board adoption of minor technical revisions to Policy No. 11-2 "Commissioner Membership on Boards, Committees, Councils, and Authorities."

### **Fiscal Impact:**

This item has no fiscal impact

### **Staff Recommendation:**

See next page.

Title: Full Board Appointments of Commissioners to Authorities, Boards, Committees and/or Councils, and Proposed Revision to Policy No. 11-2, "Commissioner Membership on Boards, Committees, Councils, and Authorities"

December 10, 2019

Page 2

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- Option #1: Full Board to appoint Commissioners to each of the following:
- a. **one** Commissioner to the Big Bend Continuum of Care for a two-year term ending December 31, 2021.
  - b. **four** Commissioners to the Capital Region Transportation Planning Agency for two-year terms ending December 31, 2021.
  - c. **one** Commissioner to the Joint School Coordinating Committee for a four-year term ending December 31, 2023.
  - d. **one** Commissioner to the Juvenile Justice Circuit 2 Advisory Board for a two-year term ending December 31, 2021.
  - e. **one** Commissioner to the Leon County Educational Facilities Authority for a two-year term ending December 31, 2021.
  - f. **one** Commissioner to the Workforce Development Consortium-Region 5 for a two-year term ending December 31, 2021.
- Option #2: Approve the proposed revised Policy No. 11-2 "Commissioner Membership on Boards, Committees, Councils, and Authorities" (Attachment #1).

Title: Full Board Appointments of Commissioners to Authorities, Boards, Committees and/or Councils, and Proposed Revision to Policy No. 11-2, "Commissioner Membership on Boards, Committees, Councils, and Authorities"

December 10, 2019

Page 3

## Report and Discussion

### **Background:**

Policy No. 11-2, "Commissioner Membership on Boards, Committees, Councils, and Authorities", was written to delineate the authority to appoint members of the Board of County Commissioners to various boards, committees, councils, and authorities (collectively, Committees), and the terms of those appointments (Attachment #2). The Policy represents those Committees that require County Commission membership be appointed by the full Board.

At the June 18, 2019 meeting, the Board approved an increase in the number of Commissioners serving on the Capital Region Transportation Planning Agency (CRTPA) from three to four. Therefore, a revision to Policy No. 11-2 is necessary to reflect this adjustment in CRTPA membership and other minor updates to the referenced documentation.

### **Analysis:**

For calendar year 2020, the policy provides that the full Board make Commissioner appointments to the following Boards/Authorities:

<b>Board/Authority</b>	<b>Current Member</b>	<b>Term Expires</b>	<b>Recommended Action</b>
Big Bend Continuum of Care Board	Bryan Desloge	12/31/2019	Appoint <b>one</b> Commissioner to a two-year term ending Dec. 31, 2021.
Capital Region Transportation Planning Agency	Nick Maddox Kristin Dozier Rick Minor Bryan Desloge	12/31/2019	Appoint <b>four</b> Commissioners to a two-year term ending Dec. 31, 2021.
Joint School Coordinating Committee	Bill Proctor	12/31/2019	Appoint <b>one</b> Commissioner to a four-year term ending Dec. 31, 2023.
Juvenile Justice Circuit 2 Advisory Board	Jimbo Jackson	12/31/2019	Appoint <b>one</b> Commissioner to a two-year term ending Dec. 31, 2021.
Leon County Educational Facilities Authority	Bryan Desloge	12/31/2019	Appoint <b>one</b> Commissioner to a two-year term ending Dec. 31, 2021.
Workforce Development Consortium-Region 5	Nick Maddox	12/31/2019	Appoint <b>one</b> Commissioner to a two-year term ending Dec. 31, 2021.

**Big Bend Continuum of Care Board (CoC Board)** - The CoC Board serves as the planning and oversight body for a homeless response system in the eight-county region of the Big Bend of Florida. The CoC Board's goal is to develop and implement strategies to end homelessness in the Big Bend through planning, needs analysis, coordination, standard setting, and education. Per the CoC Governance Charter, the CoC Board includes a representative of the Leon County Board of County Commissioners and one senior staff member to serve as an alternate.

Currently, Commissioner Desloge serves on the CoC Board.

- **Full Board to appoint one Commissioner to a two-year term ending December 31, 2021**

**Capital Region Transportation Planning Agency** - Leon County currently appoints four County Commissioners to the CRTPA. The composition and membership of the CRTPA Board are governed by an interlocal agreement among the Florida Department of Transportation and the member governments of the CRTPA as well as the CRTPA By-Laws. The CRTPA Board is comprised of voting representatives from Leon County, Gadsden County, Jefferson County, and Wakulla County; the City of Tallahassee, the City of Midway, the City of Quincy, the City of Chattahoochee, the City of Greensboro, the City of Gretna, and the Town of Havana; the Leon County School Board; and one nonvoting representative from the Department of Transportation. As outlined in the bylaws, the Leon County Board of County Commissioners may appoint, at its discretion, between one (1) and seven (7) Commissioners to serve as members of the CRTPA Board. As provided in Section 4.01(a)(1) of the Interlocal Agreement, the apportionment of the voting membership is based on population distribution among the member local governments. The total voting weight of the Leon County Commission is 37 points out of a total of 100 points.

The CRTPA Bylaws provide for the adjustment of the number of members serving on the CRTPA Board. Pursuant to Section IV, Paragraph (A)(2), the Leon County Board of County Commissioners may change the number of its members to serve as members of the CRTPA Board no more than once annually. The last time the Board adjusted the membership was on June 18, 2019 when the number of members was changed from three to four. Therefore, no adjustments to the number of Commissioners serving on the CRTPA may be made at this time.

Currently there are four Commissioners serving on the CRTPA Board: Nick Maddox, Kristin Dozier, Rick Minor and Bryan Desloge.

- **Full Board to appoint four members to the CRTPA for two-year terms ending December 31, 2021.**

**Joint School Coordinating Committee** - Fosters the coordination of comprehensive planning and school facilities planning programs by addressing evaluation and any suggested changes to the process for sharing information on planned school facilities and the City and County participation in the School District's Five-Year Capital Facilities Plan, monitoring of the school concurrency management system. The Coordinating Committee is composed of six members, who serve terms of four years, including one member from the Board of County Commissioners.

Currently, Commissioner Bill Proctor serves on the Joint School Coordinating Committee.

- **Full Board to appoint one Commissioner to the Joint School Coordinating Committee for a four-year term ending December 31, 2023.**

**Juvenile Justice Circuit 2 Advisory Board** - The Circuit Advisory Board provides advice and direction to the Florida Department of Juvenile Justice (DJJ) in the development and implementation of juvenile justice programs and works collaboratively with the DJJ in seeking program improvements and policy changes to address the emerging and changing needs of Florida's youth. The membership of the Circuit 2 Advisory Board is comprised of 41 members: one state attorney, one public defender, one chief judge, six county sheriffs, eight police chiefs, six county commissioners (one from each county), six school superintendents (one from each county/district), one county workforce organization representative, one business community representative, one faith community representative, one representative from Department of Children and Families, one health services representative, one parent of a juvenile justice youth, one juvenile justice-involved youth (not >21 years), and five at-large for the Circuit (community leaders or members of youth-serving coalitions). Each entity completes a Designee Form for their representative.

Currently, Commissioner Jimbo Jackson serves on the Juvenile Justice Circuit 2 Advisory Board.

- **Full Board to appoint one Commissioner to the Juvenile Justice Circuit 2 Advisory Board for a two-year term ending December 31, 2021.**

**Leon County Educational Facilities Authority (EFA)** - The purpose of the EFA is to assist institutions for higher education in the construction, financing, and refinancing of projects as set forth in Section 243.22, Florida Statutes. The EFA consists of seven members appointed by the full Board and one County Commissioner, appointed by the full Board, who serves as a liaison to the EFA.

Currently, Commissioner Bryan Desloge serves as the liaison on the EFA.

- **Full Board to appoint one Commissioner as a liaison on the EFA for a two-year term ending December 31, 2021.**

**Workforce Development Consortium-Region 5 (Consortium)** - The Gadsden, Leon, and Wakulla Workforce Development Consortium was created in the Interlocal Agreement with the Big Bend Jobs & Education Council Inc. d/b/a as CareerSource Capital Region. Each respective board of county commissioners designates one individual to serve as their designee and voting member on the Consortium. The Consortium exercises approval authority over the budget adopted by CareerSource Capital Region for final submittal and approval to CareerSource Florida. The Consortium also exercises approval authority and review of the annual audit as conducted over CareerSource Capital Region for final submittal to the proper funding authorities by CareerSource Capital Region.

Currently, Commissioner Maddox serves on the Consortium.

- **Full Board to appoint one Commissioner to the Workforce Development Consortium-Region 5 for a two-year term ending December 31, 2021.**



Title: Full Board Appointments of Commissioners to Authorities, Boards, Committees and/or Councils, and Proposed Revision to Policy No. 11-2, "Commissioner Membership on Boards, Committees, Councils, and Authorities"

December 10, 2019

Page 6

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Upon review of Policy No. 11-2, the proposed minor technical policy revisions are recommended (Attachment #1). The revisions address the following:

- The adjustment in the number of Commissioners serving on the Capital Region Transportation Planning Agency
- Removal of appointments that are not County Commissioners from the Policy, to reflect the intent of the policy.
- Revisions to footnotes to reflect current referenced documentation.

**Options:**

1. Full Board to appoint Commissioners to each of the following:
  - a. **one** Commissioner to the Big Bend Continuum of Care for a two-year term ending December 31, 2021.
  - b. **four** Commissioners to the Capital Region Transportation Planning Agency for two-year terms ending December 31, 2021.
  - c. **one** Commissioner to the Joint School Coordinating Committee for a four-year term ending December 31, 2023.
  - d. **one** Commissioner to the Juvenile Justice Circuit Advisory Board for a two-year term ending December 31, 2021.
  - e. **one** Commissioner to the Leon County Educational Facilities Authority for a two-year term ending December 31, 2021.
  - f. **one** Commissioner to the Workforce Development Consortium-Region 5 for a two-year term ending December 31, 2021.
2. Approve the proposed revised Policy No. 11-2 "Commissioner Membership on Boards, Committees, Councils, and Authorities" (Attachment #1).
3. Board direction.

**Recommendation:**

Options #1 a.-f. and #2

**Attachments:**

1. Proposed revised Policy No. 11-2
2. Policy No. 11-2 "Commissioner Membership on Boards, Committees, Councils, and Authorities"

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

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

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

Date Adopted: ~~February 12, 2019~~ December 10, 2019

Effective Date: ~~February 12, 2019~~ December 10, 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; February 12, 2019

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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 ~~December-February 12~~, 2019~~8~~, 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
	<del>Member</del>	<del>One City Commissioner</del>	<del>Two Years</del>	<del>Full Board</del>
Big Bend Continuum of Care Board <sup>2</sup>	Member	One Commissioner	Two Years	Full Board
Canopy Roads Citizens Committee <sup>3</sup>	Liaison (not a member)	One Commissioner	Two Years	Full Board
Canvassing Board <sup>4</sup>	Member	Chairman	Concurrent w/ term as Chair	Chairman
	Member (Substitute)	One Commissioner	Two Years	Full Board
	Member (Alternate)	One Commissioner	Two Years	Chairman
Capital Region Transportation Planning Agency <sup>5</sup>	Members	<del>Three-Four</del> Commissioners	Two Years	Full Board
Challenger Learning Center Board <sup>6</sup>	Member ( <i>Ex Officio</i> voting)	One Commissioner ( <i>Chairman or</i> <i>Chairman's designee</i> )	Two Years	Chairman
Council on Culture & Arts <sup>7</sup>	Member ( <i>Ex Officio</i> voting)	One Commissioner	Four Years	Full Board
Criminal Justice Coordinating Council <sup>8</sup>	Member	One Commissioner ( <i>Chairman or</i> <i>Chairman's designee</i> )	Two Years	Chairman
Downtown Improvement Authority (DIA) <sup>9</sup>	Member ( <i>Ex Officio</i> voting)	One Commissioner	Two Years	Chairman
Geographic Information Systems Executive Committee <sup>10</sup>	Member	One Commissioner	Two Years	Chairman
Joint School Coordinating Committee <sup>11</sup>	Member	One Commissioner	Four Years	Full Board
Juvenile Justice Circuit Advisory Board <sup>12</sup>	Member	One Commissioner	Two Years	Full Board
Leon County Educational Facilities Authority <sup>13</sup>	Liaison (not a member)	One Commissioner	Two Years	Full Board
Leon County Research and Development Authority <sup>14</sup>	Member	One Commissioner	Four Years	Full Board (By

Policy No. 11-2

Commissioner Membership on Boards, Committees, Councils, and Authorities

Name	Type	Eligibility	Term	Appointing Authority Resolution)
Public Safety Coordinating Council <sup>15</sup>	Member	One Commissioner (Chairman or Chairman's designee)	Two Years	Chairman
Tallahassee Sports Council <sup>16</sup>	Member	One Commissioner	Three Years	Chairman
Tourist Development Council <sup>17</sup>	Member (Serves as TDC Vice Chair)	One Commissioner (Chairman or Chairman's designee)	Two Years	Chairman
Transportation Disadvantaged Coordinating Board <sup>18</sup>	Member (Serves as TDCB Chair)	One Commissioner	Two Years	Chairman
Value Adjustment Board <sup>19</sup>	Members (one selected as VAB Chair)	Two Commissioners	Two Years	Full Board
Workforce Development Consortium, Region 5 <sup>20</sup>	Member	One Commissioner	Two Years	Full Board

**Foot Notes:**

1. 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.
2. The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act); HUD Continuum of Care (CoC) Program; Big Bend Continuum of Care Board: ~~Required as part of a \$1 million grant that the Big Bend Homeless Coalition received through the federal HEARTH Act;~~ CoC Governance Charter
3. Canopy Roads Citizens Committee Bylaws
4. Section 102.141 F.S.; Canvassing Board members must not be a "candidate with opposition in the election being canvassed, or an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed" (~~d~~Disqualified to ~~S~~erve) Substitute Member serves if Chairman is unable or ~~d~~Disqualified to ~~s~~erve; and Alternate Substitute Member serves if the Chairman and Substitute Member are unable or ~~d~~Disqualified to ~~s~~erve.
5. Capital Region Transportation Planning Agency Interlocal Agreement, Amended ~~March~~ 13, 2014 and Leon County Resolution No. 09-42
6. Challenger Learning Center Board Bylaws
7. ~~Section-~~ 265.32, F.S., County Fine Arts Council; Leon County Res-olution R85-46, 10/29/1985; Interlocal Agreement Dec. 10, 2014-10/18/1985; COCA Bylaws Article III (A.)(5); ~~During Board's meeting of October 14, 2003, the Board voted to fill seven positions on the COCA Board through the Mayor, and that COCA adopt revisions to its Bylaws consistent with the Board's vote. COCA members selected from list of three candidates submitted by COCA for each Citizen Appointment vacancy, consistent with Sec. 265.32, F.S.~~
8. Criminal Justice Coordinating Council: Admin Order 2002-10 and 2014 First Amendment to the Admin. Order

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

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2002-10

9. Downtown Improvement Authority: Laws of FL Chapter 2003-356 Sec. 5(1) *and the Downtown Improvement Authority bylaws*
10. Geographic Information Systems: Interlocal Agreement, May 29, 1990
11. Section 163.3177 F.S., ~~Joint School Coordinating Committee: Tallahassee-Leon County and Leon County Schools Public School Concurrency and Facility Planning~~ Interlocal Agreement, September 1, 2006
12. Section 985.664 F.S., Juvenile Justice Circuit Advisory Board; ~~HB 617 (2013); F.S., Commissioner term limits set at the~~ April 8, 2014 ~~at~~ BOCC meeting
13. Sec-tion 243.21(4) F.S. ~~Educational Facilities Authorities; Leon County Resolutions R90-42 (creating the Leon County Educational Facilities Authority) and; Resolution R07-65; Term for Educational Facilities Authority (members is five years; (Sec. 243.21, F.S., and Resolution Resolutions R90-42; (members requires membersd to file financial disclosures) (R07-65)~~
14. ~~Research and Development Authority; Section: 159.703 F.S. Research and Development Authority; Leon County Code of Laws Chapter 2, Art. III, Div. 2; Resolution No. R16-19 LCRDA membership and R07-65 (-members requiresd members to file financial disclosures) (R07-65)~~
15. ~~Public Safety Coordinating Council; Section: 951.256 F.S. Public Safety Coordinating Council; 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."the chairperson of the board of county commissioners, or another couth commissioner as designee."~~
16. Tallahassee Sports Council; Enabling Resolution No. R12-05 adopted February 28, 2012
17. Section 125.0104(4)(e) F.S. Tourist Development tax; Ordinance No. 2011-10; Leon County Code of Laws Chapter 11, Art. III, Sec. 11-48; Ordinance No. 2011-10; 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.
18. Transportation Disadvantaged Coordinating Board: Section 427.0157 F.S.; 41-2.012(1) Florida Administrative Code
19. Section: 194.015 F.S.; Florida Administrative Code 12D-9.004; Selection Criteria for Composition of the Value Adjustment Board.
20. Sec-tion 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 2/12/2019 12/10/2019

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

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

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

Date Adopted: February 12, 2019

Effective Date: 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

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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 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.
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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
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	Member	One City Commissioner	Two Years	Full Board
<b>Big Bend Continuum of Care Board<sup>2</sup></b>	Member	One Commissioner	Two Years	Full Board
<b>Canopy Roads Citizens Committee<sup>3</sup></b>	Liaison (not a member)	One Commissioner	Two Years	Full Board
<b>Canvassing Board<sup>4</sup></b>	Member	Chairman	Concurrent w/ term as Chair	Chairman
	Member (Substitute)	One Commissioner	Two Years	Full Board
	Member (Alternate)	One Commissioner	Two Years	Chairman
<b>Capital Region Transportation Planning Agency<sup>5</sup></b>	Members	Three Commissioners	Two Years	Full Board
<b>Challenger Learning Center Board<sup>6</sup></b>	Member	One Commissioner	Two Years	Chairman
<b>Council on Culture &amp; Arts<sup>7</sup></b>	Member (Ex Officio voting)	One Commissioner	Four Years	Full Board
<b>Criminal Justice Coordinating Council<sup>8</sup></b>	Member	One Commissioner	Two Years	Chairman
<b>Downtown Improvement Authority (DIA)<sup>9</sup></b>	Member (Ex Officio voting)	One Commissioner	Two Years	Chairman
<b>Geographic Information Systems Executive Committee<sup>10</sup></b>	Member	One Commissioner	Two Years	Chairman
<b>Joint School Coordinating Committee<sup>11</sup></b>	Member	One Commissioner	Four Years	Full Board
<b>Juvenile Justice Circuit Advisory Board<sup>12</sup></b>	Member	One Commissioner	Two Years	Full Board
<b>Leon County Educational Facilities Authority<sup>13</sup></b>	Liaison (not a member)	One Commissioner	Two Years	Full Board
<b>Leon County Research and Development Authority<sup>14</sup></b>	Member	One Commissioner	Four Years	Full Board (By Resolution)

Policy No. 11-2

Commissioner Membership on Boards, Committees, Councils, and Authorities

Name	Type	Eligibility	Term	Appointing Authority
<b>Public Safety Coordinating Council<sup>15</sup></b>	Member	One Commissioner	Two Years	Chairman
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<b>Tourist Development Council<sup>17</sup></b>	Member (Serves as TDC Vice Chair)	One Commissioner (Chairman or Chairman's designee)	Two Years	Chairman
<b>Transportation Disadvantaged Coordinating Board<sup>18</sup></b>	Member (Serves as TDCB Chair)	One Commissioner	Two Years	Chairman
<b>Value Adjustment Board<sup>19</sup></b>	Members (one selected as VAB Chair)	Two Commissioners	Two Years	Full Board
<b>Workforce Development Consortium, Region 5<sup>20</sup></b>	Member	One Commissioner	Two Years	Full Board

**Foot Notes:**

1. *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.*
2. *Big Bend Continuum of Care Board: Required as part of a \$1 million grant that the Big Bend Homeless Coalition received through the federal HEARTH Act; CoC Governance Charter*
3. *Canopy Roads Citizens Committee Bylaws*
4. *Section 102.141 F.S.; Canvassing Board members must not be a candidate with opposition in the election being canvassed, or an active participant in the campaign or candidacy of any candidate who has opposition in the election being canvassed (Disqualified to Serve) Substitute Member serves if Chairman is unable or Disqualified to Serve; and Alternate Substitute Member serves if the Chairman and Substitute Member are unable or Disqualified to Serve.*
5. *Capital Region Transportation Planning Agency Interlocal Agreement, Amended May 13, 2014 and Leon County Resolution No. 09-42*
6. *Challenger Learning Center Board Bylaws*
7. *Sec. 265.32, F.S.; Res. R85-46, 10/29/1985; Interlocal Agreement, 10/18/1985; COCA Bylaws; During Board's meeting of October 14, 2003, the Board voted to fill seven positions on the COCA Board through the Mayor, and that COCA adopt revisions to its Bylaws consistent with the Board's vote. COCA members selected from list of three candidates submitted by COCA for each Citizen Appointment vacancy, consistent with Sec. 265.32, F.S.*
8. *Criminal Justice Coordinating Council: Admin Order 2002-10*
9. *Downtown Improvement Authority: Laws of FL Chapter 2003-356 Sec. 5(1)*
10. *Geographic Information Systems: Interlocal Agreement, May 1990*



**Policy No. 11-2**

**Commissioner Membership on Boards, Committees, Councils, and Authorities**

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11. *Joint School Coordinating Committee: Interlocal Agreement, September 2006*
12. *Juvenile Justice Circuit Advisory Board - HB 617 (2013); F.S., term limits set April 8, 2014 at BOCC meeting*
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)*
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)*
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."*
16. *Tallahassee Sports Council; Enabling Resolution No. R12-05– February 28, 2012*
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.*
18. *Transportation Disadvantaged Coordinating Board: Section 427.0157 F.S.; 41-2.012(1) FL Administrative Code*
19. *Sec. 194.015 F.S.; FAC Code 12D-9.004; Selection Criteria for Value Adjustment Board.*
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 2/12/2019*

**Leon County**  
**Board of County Commissioners**  
**Notes for Agenda Item #32**

# Leon County Board of County Commissioners

## Agenda Item #32

December 10, 2019

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

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

Vincent S. Long, County Administrator



**Title:** First and Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 2, Article XII of the Leon County Code of Laws Entitled "Code of Ethics"

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

### **Statement of Issue:**

Pursuant to the direction of the Board at the meeting of October 15, 2019, this item requests the Board to conduct the first and only public hearing to consider adopting an Ordinance to amend Chapter 2, Article XII of the Leon County Code of Laws regarding the Leon County Code of Ethics.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Conduct first and only public hearing and adopt an Ordinance amending Chapter 2, Article XII of the Leon County Code of Laws entitled "Code of Ethics" (Attachment #1).

## **Report and Discussion**

### **Background:**

At the Board meeting of October 15, 2019, the Board approved the scheduling of the first and only public hearing to consider adopting an Ordinance to amend Chapter 2, Article XII of the Leon County Code of Laws regarding the Leon County Code of Ethics (Attachment #1).

As the Board will recall, in 2017 the Board established the 2017-2018 Citizen Charter Review Committee ("CCRC") to review the Leon County Home Rule Charter (the "Charter") and propose any Charter amendments for the Board's consideration. After conducting meetings and public hearings, the CCRC recommended amending the Charter to provide for a Code of Ethics to be enacted by ordinance. On April 10, 2018, the Board conducted a public hearing and adopted Ordinance No. 2018-06 to provide for a Code of Ethics ordinance requirement in the Charter, upon approval of the voters at the November 6, 2018 General Election. At the November 6, 2018 General Election, the Leon County electorate voted affirmatively to amend the Charter to provide for the establishment of a Code of Ethics by ordinance. Accordingly, on June 18, 2019, the Board adopted Ordinance No. 2019-07, establishing the Leon County Code of Ethics.

In July of 2019, members of outside associations requested a meeting with Commissioner Minor and County Attorney Herb Thiele to review and discuss the Leon County Code of Ethics. The meeting was held on July 29, 2019, and various amendments to the Code of Ethics were suggested. The suggested amendments have been incorporated into the draft Ordinance (Attachment #1).

### **Analysis:**

In the attached proposed Ordinance, the provisions to be added to the Code of Ethics are underlined, and the language to be removed is stricken through. The suggested amendments to the Leon County Code of Ethics are as follows.

Definitions. Section 2-651 is the definitions section in the Code of Ethics. The proposed Ordinance will amend three definitions, as follows.

- The definition of "corruptly" is being stricken because the term will no longer be used in the Code of Ethics. The Code will utilize the terms "knowingly and intentionally" instead of the term "corruptly."
- The definition of "gift" is being amended to provide that a gift does not mean an honorarium paid to a person or the person's spouse "for an honorarium event held outside of Leon County." In other words, the term "gift" will include an honorarium for an event held within Leon County, but not outside of Leon County.
- The definition of "material interest" is being amended. "Material interest" refers to the direct or indirect ownership of more than 5% of the total assets or capital stock of a business entity. The last sentence in the definition providing that "Indirect ownership does not

include ownership by a spouse or minor child" will be stricken from the Code. This means that "material interest" will include indirect ownership by a spouse or minor child.

Investigation; prosecution. A sentence is being added to Section 2-653 to specify that a complaint alleging a violation of the Code of Ethics must be in writing and filed with the County Attorney, with the exception of workplace harassment complaints which must be submitted to the Human Resources Director or Employee Relations Manager in the Human Resources Division.

Penalties. Section 2-654 will have two amendments, as follows.

- The term "intentional" is being removed from Section 2-654(a). Thus, the penalty for "an intentional violation" of the Code of Ethics will be changed to penalty "for a violation." There will be no distinction between an intentional violation and unintentional violation.
- A sentence is being added to Section 2-654(b) to provide a penalty in the event a lobbying firm has a repeat violation for failing to file the required quarterly compensation reports.

Solicitation or acceptance of things of value. In Sections 2-660(b) and (c), the phrase "knows, or, with the exercise of reasonable care, should know" is being changed to "knows, or should know." In other words, things of value should not be solicited or accepted from others when the person "knows, or should know" that it was given to influence a vote or favorable action.

Misuse of public position. In Section 2-661 the term "corruptly" is being replaced by the terms "knowingly and intentionally." Thus, no person "shall knowingly and intentionally use or attempt to use his or her public position" to secure a special privilege or benefit.

Workplace harassment. In Section 2-666(d)4 regarding the procedures for investigating and resolving harassment complaints, a person who is accused of engaging in harassing behavior will be given the opportunity to provide a written response, but not a verbal response. Therefore, any responses to allegations of workplace harassment must be in writing.

Lobbying restrictions following vacation of office. For purposes of clarity, the title of Section 2-667 is being changed from "Lobbying restrictions following vacation of office" to "Restrictions on lobbying by former County Commissioners." Also, the terms "following vacation" of office, will be changed to "after vacating" office. In other words, the term "vacation" will not be used.

Non-interference in county real estate transactions. In Section 2-670(c), the term "coerce" is being replaced by the terms "compel or constrain." The section will then read, "No County Commissioner shall directly or indirectly compel or constrain, or attempt to compel or constrain, the County Administrator, the County Attorney, the Property Manager, or any other county employee, with regard to any County Real Estate Transaction."

Voting conflicts. In Sections 2-672(b) and (c), the phrase "or employed" is being added so that the voting conflict provisions will pertain to a principal by whom a County Commissioner or member of an advisory body "is retained or employed."

Exemption for certain business transactions. The proposed amendment will lower the monetary threshold in Section 2-675(c)6 from \$500 to \$250. This means there will be no conflict of interest in an employment or contractual relationship if the total dollar amount of transactions between the business entity and the County do not exceed \$250 per calendar year.

Exemptions. Adds volunteers to the exemptions in Section 2-681(3), so that a person who communicates with County Commissioners or county employees in an individual capacity for the purpose of self-representation, or on behalf of a family members, "or who volunteers" without compensation or reimbursement, will not be considered a lobbyist.

Notice of the public hearing concerning the proposed Ordinance was published in accordance with the requirements of Section 125.66, Florida Statutes (Attachment #2).

**Options:**

1. Conduct first and only public hearing and an adopt Ordinance amending Chapter 2, Article XII of the Leon County Code of Laws entitled "Code of Ethics" (Attachment #1).
2. Conduct first and only public hearing and do not adopt an Ordinance amending Chapter 2, Article XII of the Leon County Code of Laws entitled "Code of Ethics."
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Proposed Ordinance
2. Notice of public hearing

LEON COUNTY ORDINANCE NO. 2019- \_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE XII OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, ENTITLED "CODE OF ETHICS"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**RECITALS**

WHEREAS, at the November 6, 2018 General Election the Leon County electorate voted affirmatively to amend the Leon County Home Rule Charter to provide for enactment by ordinance of a Code of Ethics to prescribe standards of conduct for members of the Board of County Commissioners, county employees, and members of boards and committees created by the Board, no later than the first Board meeting in December of 2019; and

WHEREAS, on June 18, 2019, the Board adopted Ordinance No. 2019-07 to provide for a Code of Ethics; and

WHEREAS, the Code of Ethics is codified at Chapter 2, Article XII, of the Leon County Code of Laws; and

WHEREAS, the Board desires to adopt an ordinance to amend Chapter 2, Article XII of the Leon County Code of Laws;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:**

**Section 1. Amendments.**

Chapter 2, Article XII of the Code of Laws of Leon County, Florida, is hereby amended to read as follows:

**ARTICLE XII. CODE OF ETHICS**

**DIVISION 1. GENERAL PROVISIONS**

**Sec. 2-650. Title; purpose.**

(a) This article shall be known as the Leon County Code of Ethics.

(b) The purpose of this article is to continue to provide a high level of transparency and ethical conduct in Leon County government.

**Sec. 2-651. Definitions.**

1 The following words, terms and phrases, when used in this article, shall have the meanings  
2 ascribed to them in this section, except where the context clearly indicates a different meaning:  
3

4 *Advisory body* means any board, committee, commission, council, or authority, however  
5 selected, whose total budget, appropriations, or authorized expenditures constitute less than \$100,000  
6 annually and whose powers, jurisdiction, and authority are solely advisory to the Leon County Board  
7 of County Commissioners and do not include the final determination or adjudication of any personal  
8 or property rights, duties, or obligations, other than those relating to its internal operations.  
9

10 *Agency* means any state, regional, county, local, or municipal government entity of this state,  
11 whether executive, judicial, or legislative; any department, division, bureau, commission, authority, or  
12 political subdivision of this state therein; or any public school, community college, or state university;  
13 or any special district as defined in F.S. § 189.012.  
14

15 *Business associate* means any person or entity engaged in or carrying on a business enterprise  
16 with a County Commissioner, member of an advisory body, or county employee as a partner, joint  
17 venturer, corporate shareholder where the shares of such corporation are not listed on any national or  
18 regional stock exchange, or co-owner of property.  
19

20 *Business entity* means any corporation, partnership, limited partnership, proprietorship, firm,  
21 enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not,  
22 doing business in this state.  
23

24 *Communicate* or *communication* shall include one-on-one meetings, discussions, telephone  
25 calls, e-mails, text messages, and the use of other persons or electronic communications to convey  
26 information or receive information.  
27

28 *Conflict of interest* means a situation in which regard for a private interest tends to lead to  
29 disregard of a public duty or interest.  
30

31 ~~*Corruptly* means done with a wrongful intent and for the purpose of obtaining, compensating,~~  
32 ~~or receiving compensation for, any benefit resulting from some act or omission of a public servant~~  
33 ~~which is inconsistent with the proper performance of his or her public duties.~~  
34

35 *County Commissioner* means any member of the Leon County Board of County  
36 Commissioners.  
37

38 *County employee* means any person employed by the Leon County Board of County  
39 Commissioners.  
40

41 *County Real Estate Transaction* means any existing or proposed real estate transaction in which  
42 the County is involved as either a buyer, seller, lessee, lessor, or is otherwise involved as a party.  
43

44 *Gift* means that which is accepted by a donee or by another on the donee's behalf, or that which  
45 is paid or given to another for or on behalf of a donee, directly, indirectly, or in trust for the donee's  
46 benefit or by any other means, for which equal or greater consideration is not given within 90 days.



1 The term “consideration” does not include a promise to pay or otherwise provide something of value  
2 unless the promise is in writing and enforceable through the courts. “Gift” would include the following:

- 3
- 4 (a) Real property.
- 5
- 6 (b) The use of real property.
- 7
- 8 (c) Tangible or intangible personal property.
- 9
- 10 (d) The use of tangible or intangible personal property.
- 11
- 12 (e) A preferential rate or terms on a debt, loan, goods, or services, which rate is below the  
13 customary rate and is not either a government rate available to all other similarly  
14 situated government employees or officials or a rate which is available to similarly  
15 situated members of the public by virtue of occupation, affiliation, age, religion, sex, or  
16 national origin.
- 17
- 18 (f) Forgiveness of an indebtedness.
- 19
- 20 (g) Transportation, other than that provided in relation to officially approved governmental  
21 business, lodging, or parking.
- 22 (h) Food or beverage.
- 23
- 24 (i) Membership dues.
- 25
- 26 (j) Entrance fees, admission fees, or tickets to events, performances, or facilities.
- 27
- 28 (k) Plants, flowers, or floral arrangements.
- 29
- 30 (l) Services provided by persons pursuant to a professional license or certificate.
- 31
- 32 (m) Other personal services for which a fee is normally charged by the person providing the  
33 services.
- 34
- 35 (n) Any other similar service or thing having an attributable value not already provided for  
36 in this section.

37 “Gift” does not include:

- 38
- 39
- 40 (a) Salary, benefits, services, fees, commissions, gifts, or expenses associated primarily  
41 with the donee’s employment, business, or service as an officer or director of a  
42 corporation or organization.
- 43
- 44 (b) Contributions or expenditures reported pursuant to F.S. ch. 106, campaign-related  
45 personal services provided without compensation by individuals volunteering their  
46 time, or any other contribution or expenditure by a political party.

- (c) An honorarium or an expense related to an honorarium event paid to a person or the person's spouse for an honorarium event held outside of Leon County.
- (d) An award, plaque, certificate, or similar personalized item given in recognition of the donee's public, civic, charitable, or professional service.
- (e) An honorary membership in a service or fraternal organization presented merely as a courtesy by such organization.
- (f) The use of a public facility or public property, made available by an agency, for a public purpose.
- (g) Transportation provided by an agency in relation to officially approved governmental business.
- (h) Gifts provided directly or indirectly by a state, regional, or national organization which promotes the exchange of ideas between, or the professional development of, governmental officials or employees, and whose membership is primarily composed of elected or appointed public officials or staff, to members of that organization or officials or staff of an agency that is a member of that organization.

*Honorarium* means a payment of money or anything of value, directly or indirectly, as consideration for a speech, address, oration, or other oral presentation, regardless of whether presented in person, recorded, or broadcast over the media, or a writing, other than a book, which has been or is intended to be published.

*Intangible personal property* means intangible personal property as defined in F.S. § 192.001(11)(b).

*Lobby or lobbying* means communications by a lobbyist, whether written or oral, with a County Commissioner, county employee, or member of an advisory body, whereby the lobbyist seeks to encourage or influence the passage, defeat, modification or repeal of any item which may be presented for vote before the Board of County Commissioners or any advisory body, or which may be presented for consideration by a county employee as a recommendation to the Board or advisory body.

*Lobbyist* means a person who is employed and receives payment for lobbying, or who contracts for economic consideration for the purpose of lobbying, or a person who is principally employed for governmental affairs by another person or agency to lobby on behalf of that other person or agency.

*Lobbying firm* means a business entity, including an individual contract lobbyist, that receives or becomes entitled to receive any compensation for lobbying, where any partner, owner, officer, or employee of the business entity is a lobbyist.

*Outside or concurrent employment* means engaging in employment with any person or entity, other than the County, in exchange for remuneration.

1  
2       *Material interest* means direct or indirect ownership of more than five percent (5%) of the total  
3 assets or capital stock of any business entity. ~~Indirect ownership does not include ownership by a~~  
4 ~~spouse or minor child.~~

5  
6       *Principal* means a person, firm, corporation, or other legal entity.

7  
8       *Property Manager* means the individual or entity retained by the Board of County  
9 Commissioners to lease and manage any County-owned property.

10  
11       *Purchasing agent* means a County Commissioner, member of an advisory body, or county  
12 employee having the authority to commit the expenditure of public funds through a contract for, or the  
13 purchase of, any goods, services, or interest in real property for the County, as opposed to the authority  
14 to request or requisition a contract or purchase by another person.

15  
16       *Relative*, unless otherwise specified in this article, means an individual who is related to a  
17 County Commissioner, member of an advisory body, or county employee as: father; mother; son;  
18 daughter; brother; sister; uncle; aunt; first cousin; nephew; niece; husband; wife; registered domestic  
19 partner; same-sex spouse; father, mother, brother, sister, or children of the registered domestic partner  
20 or same-sex spouse; father-in-law; mother-in-law; son-in-law; daughter-in-law; brother-in-law; sister-  
21 in-law; stepfather; stepmother; stepson; stepdaughter; stepbrother; stepsister; half brother; half sister;  
22 sister; grandparent; great grandparent; grandchild; great grandchild; step grandparent; step great  
23 grandparent; step grandchild; step great grandchild; person who is engaged to be married to the officer  
24 or employee or who otherwise holds himself or herself out as or is generally known as the person whom  
25 the officer or employee intends to marry or with whom the officer or employee intends to form a  
26 household; or any other natural person having the same legal residence as the officer or employee.

27  
28       *Represent* or *representation* means actual physical attendance on behalf of a client in a County  
29 meeting or proceeding, the writing of letters or filing of documents on behalf of a client, or personal  
30 communications made with a County Commissioner, member of an advisory body, or county employee  
31 on behalf of a client.

32  
33 **Sec. 2-652. Advisory opinions.**

34  
35       (a) When in doubt as to the applicability and interpretation of the Leon County Code of  
36 Ethics, the County Administrator or any County Commissioner may request an advisory opinion from  
37 the County Attorney's Office. Requests for advisory opinions shall be in writing and shall state all  
38 material facts necessary for the County Attorney to understand the circumstances and render the  
39 advisory opinion.

40  
41       (b) The County Attorney's Office shall keep a file, open to the public, of all advisory  
42 opinions issued.

43  
44 **Sec. 2-653. Investigation; prosecution.**

1        With the exception of the complaint procedures set forth in section 2-666 on workplace  
2 harassment, a complaint concerning an alleged violation of this article shall be in writing and filed with  
3 the County Attorney. The investigation or prosecution of any alleged violation of this article shall be  
4 as provided by law.

5  
6 **Sec. 2-654. Penalties.**

7  
8        (a)     The penalty for an ~~intentional~~ violation of this article shall be those specified in F.S. §  
9 125.69(1), as may be amended from time to time, and shall be deemed supplemental to the penalties  
10 set forth in section 1-9 of the Leon County Code of Laws.

11  
12        (b)     The failure of a lobbying firm to file the required quarterly compensation report as  
13 required by division III of this article shall result in the imposition of a penalty equal to twice the annual  
14 lobbyist registration fee. Repeat violations shall be subject to the penalties set forth in section 1-9 of  
15 the Leon County Code of Laws.

16  
17 **Sec. 2-655. Conflicts.**

18  
19        (a)     This article shall supplement and not contradict or supersede any statutory or  
20 administrative standards of conduct which apply to any County Commissioner, member of an advisory  
21 body, or county employee.

22  
23        (b)     This article shall not conflict with the power of the Governor to suspend a County  
24 Commissioner, or of the Senate to remove a County Commissioner from office, or the power of the  
25 people to recall a County Commissioner from office.

26  
27 **DIVISION 2. STANDARDS OF CONDUCT**

28  
29 **Sec. 2-660. Solicitation or acceptance of things of value.**

30  
31        (a)     *Gifts.* No County Commissioner, member of an advisory body, or county employee  
32 shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future  
33 employment, favor, or service, based upon any understanding that the vote, official action, or judgment  
34 of the County Commissioner, member of an advisory body, or county employee would be influenced  
35 thereby.

36  
37        (b)     *Lobbyist.* No County Commissioner, member of an advisory body or county employee  
38 shall solicit or accept as compensation, payment, favor, service, or thing of value from a lobbyist or  
39 principal of the lobbyist, when such County Commissioner, member of an advisory body, or county  
40 employee knows, or ~~with the exercise of reasonable care~~ should know, that it was given to influence a  
41 vote or recommendation favorable to the lobbyist or principal of the lobbyist.

42  
43        (c)     *Unauthorized compensation.* No County Commissioner, member of an advisory body,  
44 or county employee, or his or her spouse or minor child, shall, at any time, solicit or accept any  
45 compensation, payment, or thing of value when such County Commissioner, member of an advisory  
46 body, or county employee knows, or, ~~with the exercise of reasonable care~~, should know, that it was

1 given to influence a vote or other action in which the County Commissioner, member of an advisory  
2 body, or county employee was expected to participate in his or her official capacity.

3  
4 **Sec. 2-661. Misuse of public position.**

5  
6 No County Commissioner, member of an advisory body, or county employee shall knowingly  
7 and intentionally ~~corruptly~~ use or attempt to use his or her public position or any property or resource  
8 which may be within his or her trust, or perform his or her official duties, to secure a special privilege,  
9 benefit, or exemption for himself, herself, or others. This section shall not be construed to conflict with  
10 F.S. § 104.31.

11  
12 **Sec. 2-662. Disclosure or use of certain information.**

13  
14 No County Commissioner, member of an advisory body, or county employee shall disclose or  
15 use information not available to the general public and gained by reason of his or her public position  
16 for his or her personal gain or benefit, or for the personal gain or benefit of any other person or business  
17 entity.

18  
19 **Sec. 2-663. Nepotism.**

20  
21 (a) "Relative," for purposes of this section only, with respect to a County Commissioner or  
22 a county employee, means an individual who is related to the County Commissioner or county  
23 employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece,  
24 husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-  
25 law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

26  
27 (b) A relative of any County Commissioner shall not be eligible for employment in or  
28 advancement to any position which reports directly to the County Commissioner.

29  
30 (c) A relative of any county employee with supervisory responsibility shall not be eligible  
31 for employment in or advancement to any position which reports directly to the supervisory employee.

32  
33 (d) A county employee shall not be eligible for advancement to any position with direct  
34 supervisory responsibility over a position in which a relative is employed.

35  
36 **Sec. 2-664. Outside or concurrent employment.**

37  
38 (a) A county employee shall not engage in outside or concurrent employment which is, or  
39 may be determined to be, inconsistent, incompatible, or in conflict with the duties, functions, or  
40 responsibilities of his or her county employment.

41  
42 (b) A county employee who desires to accept outside or concurrent employment in addition  
43 to county employment shall follow the procedures set forth in the Leon County Board of County  
44 Commissioners Human Resources Policies and Procedures Manual, as may be amended from time to  
45 time.

1 (c) A County Commissioner may engage in outside or concurrent employment where not  
2 otherwise inconsistent with the provisions of Chapter 112, Part III, Florida Statutes.

3  
4 **Sec. 2-665. Solicitation; fundraising.**

5  
6 (a) A county employee shall not solicit, or be solicited for, political campaign contributions  
7 during county working hours or in county work areas.

8  
9 (b) A county employee may solicit, or be solicited for, contributions for a non-profit  
10 charitable organization, as defined under the Internal Revenue Code, during county working hours or  
11 in county work areas upon approval of the County Administrator or designee, or the County Attorney  
12 or designee, as appropriate.

13  
14 (c) A County Commissioner shall not utilize county employees or county resources in the  
15 solicitation of charitable contributions or political campaign contributions.

16  
17 **Sec. 2-666. Workplace harassment.**

18  
19 (a) *Purpose.* The purpose of this section is to provide a work environment free of workplace  
20 harassment, and which encourages mutual respect, cooperation and understanding amongst County  
21 Commissioners, members of an advisory body, and county employees.

22  
23 (b) *Application.* This section applies to County Commissioners, members of an advisory  
24 body, and county employees.

25  
26 (c) *Definition.*

- 27  
28 1. For purposes of this policy, harassment consists of unsolicited, offensive, or  
29 retaliatory behavior based on race, sex, color, national origin, religion, age,  
30 disability, ancestry, marital status, pregnancy, familial status, gender, gender  
31 identity or expression, or sexual orientation, genetic information, or an  
32 employee's exercise of their constitutional or statutory rights. Sexual  
33 harassment consists of unsolicited, offensive behavior involving sexual  
34 overtures or conduct, either verbal or physical. Neither harassment nor sexual  
35 harassment refers to occasional comments of a socially acceptable nature to a  
36 reasonable person. Harassment refers to behavior that is not welcome, that is  
37 personally offensive, that lowers morale, and that, therefore, interferes with the  
38 work environment.
- 39  
40 2. Offensive comments about an employee's race, sex, color, national origin,  
41 religion, age, disability, ancestry, marital status, pregnancy, familial status,  
42 gender, gender identity or expression, sexual orientation, or genetic information,  
43 or an employee's exercise of his or her constitutional or statutory rights  
44 constitute harassment when:  
45

- (i) submission to such conduct is made either explicitly or implicitly a term of an individual's employment;
- (ii) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or
- (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

3. Harassment may also take the form of adverse employment actions such as termination, demotion, or other adverse employment decisions which effect an employee's working conditions, if such actions are taken on the basis of an employee's race, sex, color, national origin, religion, age, disability, ancestry, marital status, pregnancy, familial status, gender, gender identity or expression, sexual orientation, genetic information, or an employee's exercise of his or her constitutional or statutory rights. Employment actions that are based on an employee's performance or other legitimate reasons are not harassment.

(d) *Complaint procedure.*

1. A county employee who believes he or she has been subjected to workplace harassment must promptly bring the problem to the attention of the County. If an employee believes that he or she has been harassed, the employee should immediately report the problem to the employee's supervisor. If the complaint involves the employee's supervisor, or if the employee is uncomfortable presenting the issue to the employee's supervisor, the employee should inform the Human Resources Director or Employee Relations Manager in the Human Resources Division.
2. If a complaint of harassment/discrimination involves a County Commissioner, a county employee should immediately report the problem to the Human Resources Director, the Employee Relations Manager in the Division of Human Resources, or the Chairman of the County Commission. If the complaint involves the Chairman of the County Commission, or if the employee is uncomfortable presenting the issue to the Chairman, then the employee should inform the Vice-Chairman of the County Commission, the Human Resources Director, or the Employee Relations Manager in the Human Resources Division. At that time, the Human Resources Director will refer the complaint to a private law firm or private entity outside the County's political jurisdiction, to investigate the claim. This step should be complied with prior to notification to the Board of County Commissioners, County Administrator, or County Attorney. Once the complaint has been referred to the outside private agency or law firm for investigation, then the party involved in the complaint is notified.

3. Each complaint will be immediately and thoroughly investigated in a professional manner. All harassment complaints reported to a supervisor, or any member of management, shall be promptly reported to the Employee Relations Manager or the Human Resources Director.
4. Actions taken to investigate and resolve harassment complaints shall be conducted confidentially, to the extent practicable, appropriate, and legally in order to protect the privacy of persons involved. The person who is accused of engaging in harassing behavior will be notified and given an opportunity to respond ~~verbally and/or~~ in writing. Investigation may include interviews with the parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct or who have relevant knowledge.
5. The complainant will be notified of a decision or the status of the investigation in a timely manner. There will be no discrimination or retaliation against any individual who files a good-faith harassment complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a harassment complaint.
6. If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action will be swiftly pursued. Disciplinary action, which may include discharge, will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly. If the investigation substantiates a complaint against a County Commissioner, the report shall be referred to the Florida Commission on Ethics for their further handling.
7. If deemed to be in the County's best interest, the complainant, the respondent or both, may be placed on leave with pay during the investigation process. This decision will be made by the County Administrator or designee (for a county employee), the County Attorney or designee (for a County Attorney employee), the Chairperson (for another Commissioner's Aide or Board Appointee), or the Vice Chairperson (for the Chairperson's Aide).

**Sec. 2-667. Restrictions on lobbying by former County Commissioners. ~~Lobbying restrictions following vacation of office.~~**

From the effective date of this article until December 31, 2022, no County Commissioner shall lobby the County for a period of two (2) years after vacating ~~following vacation of~~ the office of County Commissioner. Effective December 31, 2022, no County Commissioner shall lobby the County for a period of six (6) years after vacating ~~following vacation of~~ the office of County Commissioner.

**Sec. 2-668. County employee holding elective office.**



1 A county employee who successfully runs for and is elected to an elective public/political  
2 office, or who is appointed to an elective public/political office, shall resign his or her employment  
3 with Leon County prior to taking such elective office.  
4

5 **Sec. 2-669. Non-interference in performance of duties.**  
6

7 (a) Except for the purpose of inquiry and information, no County Commissioner shall  
8 interfere with the performance of the duties of any county employee who is under the direct or indirect  
9 supervision of the County Administrator or County Attorney by giving said employee instructions or  
10 directives. Such action shall constitute malfeasance within the meaning of Article IV, Section 7(a) of  
11 the Florida Constitution.  
12

13 (b) Nothing contained in this section shall prevent a County Commissioner from discussing  
14 any county policy or program with a citizen or referring a citizen complaint or request for information  
15 to the County Administrator or County Attorney.  
16

17 **Sec. 2-670. Non-interference in county real estate transactions.**  
18

19 The following provisions are intended to assure the integrity of the competitive bidding process  
20 is preserved, agreements are negotiated at arms-length and consistently enforced, and that no County  
21 Commissioner utilizes his or her public position or any property within his or her trust, to secure a  
22 special privilege, benefit, or exemption for himself, herself, or others.  
23

24 (a) No County Commissioner shall knowingly communicate with any individual or entity,  
25 or their employees, officers, or agents, involved as a party in any County Real Estate Transaction,  
26 unless the communication is:  
27

- 28 1. Part of the transactional process expressly described in a request for bids or  
29 other such solicitation invitation;  
30
- 31 2. Part of a noticed meeting of the Board of County Commissioners; or  
32
- 33 3. Incidental and does not include any substantive issues involving a County Real  
34 Estate Transaction in which such individual or entity is a party.  
35

36 (b) A County Commissioner who receives a communication in violation of this section shall  
37 place in the record at the next regular meeting of the Board of County Commissioners, the following:  
38

- 39 1. Any and all such written communications;  
40
- 41 2. Memoranda stating the substance of any and all such oral communications; and  
42
- 43 3. Any and all written responses to such communications, and memoranda stating  
44 the substance of any and all oral responses thereto.  
45

1 (c) No County Commissioner shall directly or indirectly compel or constrain, ~~eoere~~ or  
2 attempt to compel or constrain, ~~eoere~~ the County Administrator, the County Attorney, the Property  
3 Manager, or any other county employee, with respect to any County Real Estate Transaction.  
4

5 (d) In accordance with the Real Estate Policy (Board of County Commissioners Policy No.  
6 16-5, as may be amended from time to time) and Leon County Administrative Code (Ch. 2, Article X,  
7 Leon County Code, as may be amended from time to time), the County Administrator or designee shall  
8 be responsible for the management of any county-owned property, including the enforcement and  
9 termination of lease and license agreements. Except for the purpose of inquiry, County Commissioners  
10 shall not communicate directly or indirectly, give directions, or otherwise interfere with these property  
11 management responsibilities.  
12

13 (e) Any communication outside a noticed meeting of the Board of County Commissioners  
14 between a County Commissioner, or his or her aide, and the County Administrator, the County  
15 Attorney, the Property Manager, and/or any county employee, which communication involves a  
16 substantive issue in a County Real Estate Transaction, shall be summarized in writing (Communication  
17 Summary) no later than three (3) working days after the communication, as follows:  
18

- 19 1. The template provided on the county intranet is the preferred format for the  
20 Communication Summary. Other forms of effective written communication,  
21 such as e-mail, are acceptable.  
22
- 23 2. The Communication Summary shall include, at a minimum, the name of the  
24 persons involved in the communication, the date of the communication, the  
25 subject matter of the communication, and the way in which the communication  
26 was ended. The Communication Summary may also include the remarks of the  
27 persons involved.  
28
- 29 3. The completed Communication Summary shall be provided to the Chairperson  
30 of the Board of County Commissioners, unless the communication involved the  
31 Chairperson in which case it shall be provided to the Vice-Chairperson. A copy  
32 of the Communication Summary shall also be provided to the County  
33 Administrator and County Attorney.  
34

35 **Sec. 2-671. Prohibited communication in competitive solicitations.**  
36

37 (a) *Prohibition.* Any form of communication, except for written correspondence, shall be  
38 prohibited concerning a request for proposal, request for qualification, request for bids, or any other  
39 competitive solicitation between:  
40

- 41 1. Any person or person's representative seeking an award from such competitive  
42 solicitation; and  
43
- 44 2. Any County Commissioner or county employee authorized to act on behalf of  
45 the Board of County Commissioners to award a contract.  
46

1 For the purpose of this section, a person's representative shall include, but not be limited to, the  
2 person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential  
3 subcontractor or consultant of the person.

4  
5 (b) *Exemptions.*

- 6  
7 1. The provisions of this section shall not apply to oral communications at any  
8 public proceeding, including pre-bid conferences, oral presentations before  
9 selection committees, contract negotiations during any public meetings,  
10 presentations made to the Board of County Commissioners, and protest  
11 hearings.  
12  
13 2. The provisions of this section shall not apply to contract negotiations between  
14 any county employee and the intended awardee, any dispute resolution process  
15 following the filing of a protest between the person filing the protest and any  
16 county employee, or any written correspondence with any County  
17 Commissioner, county employee, member of an advisory body, or selection  
18 committee member, unless specifically prohibited by the applicable competitive  
19 solicitation process.  
20

21 (c) *Effective date of prohibition.* The provisions of this section shall be in effect as of the  
22 date of the deadline to submit the proposal, bid, or other response to a competitive solicitation.  
23

24 (d) *Termination of prohibition.* The provisions of this section shall terminate at the time  
25 the Board of County Commissioners, or county employee authorized to act on behalf of the Board,  
26 awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the  
27 competitive solicitation process.  
28

29 **Sec. 2-672. Voting conflicts.**  
30

31 (a) "Relative," for purposes of this section only, with respect to a County Commissioner or  
32 a member of an advisory body, means an individual who is related to the County Commissioner or  
33 member of an advisory body as father, mother, son, daughter, husband, wife, brother, sister, father-in-  
34 law, mother-in-law, son-in-law, or daughter-in-law.  
35

36 (b) *County Commissioners.* No County Commissioner shall vote in an official capacity  
37 upon any measure which would inure to his or her special private gain or loss; which he or she knows  
38 would inure to the special private gain or loss of any principal by whom he or she is retained or  
39 employed, or to the parent organization or subsidiary of a corporate principal by which he or she is  
40 retained or employed, other than an agency as defined in F.S. § 112.312(2); or which he or she knows  
41 would inure to the special private gain or loss of a relative or business associate of the County  
42 Commissioner.  
43

44 Such County Commissioner shall, prior to the vote being taken, publicly state to the assembly  
45 the nature of the interest in the matter from which he or she is abstaining from voting and, within fifteen  
46 (15) days after the vote occurs, disclose the nature of his or her interest as a public record in a

1 memorandum filed with the person responsible for recording the minutes of the meeting, who shall  
2 incorporate the memorandum in the minutes.

3  
4 (c) *Members of advisory body.* No member of an advisory body shall vote in an official  
5 capacity upon any measure which would inure to the member's special private gain or loss; which the  
6 member knows would inure to the special private gain or loss of any principal by whom he or she is  
7 retained or employed, or to the parent organization or subsidiary of a corporate principal by which he  
8 or she is retained or employed; or which he or she knows would inure to the special private gain or loss  
9 of a relative or business associate of the member of an advisory body.

10  
11 Such member of an advisory body shall, prior to the vote being taken, publicly state to the  
12 assembly the nature of the interest in the matter from which he or she is abstaining from voting and,  
13 within fifteen (15) days after the vote occurs, disclose the nature of his or her interest as a public record  
14 in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall  
15 incorporate the memorandum in the minutes.

16  
17 (d) *Appointment or reappointment.* Whenever a County Commissioner or member of an  
18 advisory body, or former County Commissioner or advisory body member, is being considered for  
19 appointment or reappointment to an advisory body, the appointing body shall take into consideration  
20 the number and nature of the conflicts of interest previously filed under this section by said County  
21 Commissioner or member of an advisory body.

22  
23 **Sec. 2-673. Doing business with the County.**

24  
25 (a) *Prohibition.*

- 26  
27 1. No county employee acting in his or her official capacity as a purchasing agent,  
28 or County Commissioner or member of an advisory body acting in his or her  
29 official capacity, shall either directly or indirectly purchase, rent, or lease any  
30 realty, goods, or services for the County from any business entity of which the  
31 County Commissioner, member of an advisory body, or county employee has a  
32 material interest.  
33  
34 2. No county employee acting in his or her official capacity as a purchasing agent,  
35 or County Commissioner or member of an advisory body acting in his or her  
36 official capacity, shall either directly or indirectly purchase, rent, or lease any  
37 realty, goods, or services for the County from any business entity of which the  
38 spouse or child of the County Commissioner, member of an advisory body, or  
39 county employee is an officer, partner, director, or proprietor and has a material  
40 interest.  
41  
42 3. No County Commissioner, member of an advisory body, or county employee,  
43 acting in a private capacity, shall rent, lease, or sell any realty, goods, or services  
44 to the County.  
45

(b) *Waiver for members of advisory body.* The requirements of this section, as they pertain to persons serving on an advisory body, may be waived in a particular instance by the body which appointed the person to the advisory body, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver, and an affirmative vote in favor of the waiver by two-thirds vote of the appointing body. In instances in which appointment to the advisory body is made by an individual, waiver may be effected after a public hearing by determination by the appointing entity and full disclosure of the transaction or relationship by the appointee to the appointing entity.

(c) *Exemptions.*

1. This section shall not affect or be construed to prohibit contracts entered into prior to:
  - (i) Qualification for the elective office of County Commissioner.
  - (ii) Appointment to an advisory body.
  - (iii) Beginning county employment.
2. Additional exemptions to the requirements of this section are provided in section 2-675 of this division.

**Sec. 2-674. Conflict of interest in employment or contractual relationship.**

(a) *Prohibition.* No County Commissioner, member of an advisory body, or county employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, the County, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall a County Commissioner, member of an advisory body, or county employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict of interest between his or her private interests and the performance of his or her public duties, or that would impede the full and faithful discharge of his or her public duties.

(b) *Waiver for members of advisory body.* The requirements of this section, as they pertain to persons serving on an advisory body, may be waived in a particular instance by the body which appointed the person to the advisory body, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver, and an affirmative vote in favor of the waiver by two-thirds vote of the appointing body. In instances in which appointment to the advisory body is made by an individual, waiver may be effected after a public hearing by determination by the appointing entity and full disclosure of the transaction or relationship by the appointee to the appointing entity.

(c) *Exemptions.*

1. If the Board of County Commissioners exercises regulatory power over a business entity residing in another agency, or when the regulatory power which

the Board exercises over the business entity or agency is strictly through the enactment of laws or ordinances, then employment or a contractual relationship with such business entity by a County Commissioner, member of an advisory body, or county employee shall not be prohibited by this section or be deemed a conflict of interest.

2. This section shall not prohibit a County Commissioner, member of an advisory body, or county employee from practicing in a profession or occupation when such practice is required or permitted by law or ordinance.
3. Additional exemptions to the requirements of this section are provided in section 2-675 of this division.

**Sec. 2-675. Additional exemptions.**

The following are additional exemptions to the provisions of this division.

(a) *Matters affecting compensation.*

1. No County Commissioner shall be prohibited from voting on a matter affecting his or her salary, expenses, or other compensation as a County Commissioner, as provided by law.
2. The County Administrator shall not be prevented from considering any matter affecting his or her salary, expenses, or other compensation as the county administrator, as provided by law.
3. The County Attorney shall not be prevented from considering any matter affecting his or her salary, expenses, or other compensation as the local government attorney, as provided by law.

(b) *Bank affiliation.* The fact that a County Commissioner, member of an advisory body, or county employee is a stockholder, officer, or director of a bank will not bar such bank from qualifying as a depository of funds coming under the jurisdiction of the County, provided it appears in the record that the Board of County Commissioners has determined that such County Commissioner, member of an advisory body, or county employee has not favored such bank over other qualified banks.

(c) *Exemption for certain business transactions.* No County Commissioner, member of an advisory body, or county employee shall be held in violation of Code of Ethics s. 2-673, "Doing Business with the County," or s. 2-674, "Conflict of Interest in Employment or Contractual Relationship," if:

1. The business is transacted under a rotation system whereby the business transactions are rotated among all qualified suppliers of the goods or services within the County.

- 1                   2.       The business is awarded under a system of sealed, competitive bidding to the  
2                   lowest or best bidder, and:
  - 3  
4                   (i)       The County Commissioner, member of an advisory body, or county  
5                   employee, or spouse or child of the County Commissioner, member of  
6                   an advisory body, or county employee, has in no way participated in the  
7                   determination of the bid specifications or the determination of the lowest  
8                   or best bidder.  
9
  - 10                  (ii)       The County Commissioner, member of an advisory body, or county  
11                  employee, or spouse or child of the County Commissioner, member of  
12                  an advisory body, or county employee, has in no way used or attempted  
13                  to influence or persuade the County or any personnel thereof to enter  
14                  such a contract other than by the mere submission of the bid.  
15
  - 16                  (iii)       The County Commissioner or member of an advisory body, prior to or  
17                  at the time of the submission of the bid, has filed a disclosure statement  
18                  with the County.  
19
- 20                  3.       The purchase or sale is for legal advertising in a newspaper, for any utilities  
21                  service, or for passage on a common carrier.  
22
- 23                  4.       An emergency purchase or contract, which would otherwise violate Code of  
24                  Ethics s. 2-673 or s. 2-674, must be made in order to protect the health, safety,  
25                  or welfare of the citizens of the state or any political subdivision thereof.  
26
- 27                  5.       The business entity involved is the only source of supply within the County and  
28                  there is full disclosure by the County Commissioner or member of an advisory  
29                  body of his or her interest in the business entity to the Board of County  
30                  Commissioners prior to the purchase, rental, sale, leasing, or other business  
31                  being transacted.  
32
- 33                  6.       The total amount of the transactions in the aggregate between the business entity  
34                  and the County does not exceed \$250 ~~\$500~~ per calendar year.  
35
- 36                  7.       The County Commissioner, member of an advisory body, or county employee  
37                  purchases in a private capacity goods or services, at a price and upon terms  
38                  available to similarly situated members of the general public, from a business  
39                  entity which is doing business with the County.  
40
- 41                  8.       The County Commissioner, member of an advisory body, or county employee  
42                  in a private capacity purchases goods or services from a business entity which  
43                  is subject to the regulation of the County and:
  - 44  
45                   (i)       The price and terms of the transaction are available to similarly  
46                   situated members of the general public; and

- (ii) The County Commissioner, member of an advisory body, or county employee makes full disclosure of the relationship to the Board of County Commissioners prior to the transaction.

(d) *Exemption for tax-exempt organization.* No County Commissioner, member of an advisory body, or county employee shall be held in violation of Code of Ethics s. 2-673, "Doing Business with the County," or s. 2-674, "Conflict of Interest in Employment or Contractual Relationship," if the County Commissioner, member of an advisory body, or county employee maintains an employment relationship with an entity which is currently a tax-exempt organization under s. 501(c) of the Internal Revenue Code and which contracts with or otherwise enters into a business relationship with the County, and:

1. The County Commissioner, member of an advisory body, or county employee is not directly or indirectly compensated as a result of such contract or business relationship;
2. The County Commissioner, member of an advisory body, or county employee has in no way participated in the county's decision to contract or to enter into the business relationship with his or her employer, whether by participating in discussion at the meeting, by communicating with a County Commissioner, member of an advisory body, or county employee, or otherwise; and
3. The County Commissioner or member of an advisory body abstains from voting on any matter which may come before the Board of County Commissioners involving the officer's employer, publicly states to the assembly the nature of the County Commissioner or member of an advisory body's interest in the matter from which he or she is abstaining, and files a written memorandum as provided in F.S. § 112.3143.

### **DIVISION 3. LOBBYIST REGULATIONS**

#### **Sec. 2-680. Registration of lobbyists.**

(a) All lobbyists shall register with the clerk of the Board of County Commissioners on an annual basis, including payment of a non-refundable \$25.00 fee for each principal so represented, prior to engaging in any lobbying. Registration shall be updated annually to add or withdraw principals, and at least each time a lobbyist commences lobbying on behalf of any new principal.

(b) Each lobbyist shall be required to register on forms prepared by the clerk of the Board of County Commissioners. The lobbyist shall state under oath his or her name, business address, the name and business address of each principal represented, that the principal has actually retained the lobbyist, the general and specific areas of legislative interest, and the nature and extent of any direct business association or partnership with any current County Commissioner, county employee, or person serving on an advisory body. Each lobbying firm may register in the name of such firm, corporation or legal entity, provided the registration and the payment of the lobbyist fees shall be for each of the persons who engage in lobbying as defined in this article.



(c) Failure to register, or providing false information in the lobbyist registration form, shall constitute a violation of this article.

**Sec. 2-681. Exemptions.**

The following persons are not lobbyists as defined in this article and shall not be required to register as lobbyists or to keep records as lobbyists:

(1) Leon County employees discussing government business;

(2) Law enforcement personnel conducting an investigation;

(3) A ~~P~~persons who communicates with County Commissioners or county employees in an individual capacity for the purpose of self-representation, or on behalf of a family member, or who volunteers, without compensation or reimbursement;

(4) Consultants under contract with Leon County who communicate with County Commissioners or county employees regarding issues related to the scope of services in their contract;

(5) Any government officials or employees who are acting in their official capacity or in the normal course of their duties, unless they are submitting a bid or proposal in a competitive procurement, or are government employees principally employed for, or whose substantial duties pertain to, governmental affairs lobbying;

(6) Persons who make purely factual informational requests to a County Commissioner, member of an advisory body, or county employee with no intent to affect a decision or recommendation on any item; and

(7) Persons or representatives of organizations contacted by a County Commissioner, member of an advisory body, or county employee when the contact is initiated by that County Commissioner, member of an advisory body, or county employee in his or her official capacity in the normal course of his or her duties to obtain factual information only.

**Sec. 2-682. Validity of action.**

The validity of any decision, action, or determination made by the Board of County Commissioners, advisory body, or county employee shall not be affected by the failure of any person to comply with the provisions of this division.

**Sec. 2-683. Quarterly compensation report.**

Each lobbying firm shall file a compensation report, signed under oath, with the clerk of the Board of County Commissioners for each calendar quarter during any portion of which such a lobbyist or lobbyist firm was registered under this division to represent a principal (hereinafter "reporting period").

(1) Each lobbying firm shall file a quarterly compensation report with the clerk of the Board of County Commissioners for each calendar quarter during any portion of which the lobbyist or one or more of the firm's lobbyists were registered to represent a principal. The report shall include the:

- a. Full name, business address, and telephone number of the lobbying firm;
- b. Name of each of the firm's lobbyists; and
- c. Total compensation provided or owed to the lobbying firm from all principals for the reporting period, reported in one of the following categories: \$0.00; \$1.00 to \$49,999.00; \$50,000.00 to \$99,999.00; \$100,000.00 to \$249,999.00; \$250,000.00 to \$499,999.00; \$500,000.00 to \$999,999.00; \$1 million or more.

(2) For each principal represented by one or more of the firm's lobbyists, the quarterly compensation report shall also include the:

- a. Full name, business address, and telephone number of the principal; and
- b. Total compensation provided or owed to the lobbying firm for the reporting period from such principal, reported in one of the following categories: \$0.00; \$1.00 to \$9,999.00; \$10,000.00 to \$19,999.00; \$20,000.00 to \$29,999.00; \$30,000.00 to \$39,999.00; \$40,000.00 to \$49,999.00; or \$50,000.00 or more. If the category "\$50,000 or more" is selected, the specific dollar amount of compensation must be reported, rounded up or down to the nearest \$1,000.00.

(3) The quarterly compensation reports shall be filed no later than 30 days after the end of each reporting period. The four reporting periods are from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31, respectively. The quarterly compensation reports shall be filed in the form provided by the clerk of the Board of County Commissioners, and the quarterly reporting shall commence on January 1 of each year.

#### **Sec. 2-684. Maintaining registrations and compensation reports.**

The clerk of the Board of County Commissioners shall accept and maintain the lobbyist registrations and quarterly compensation reports, which shall be open for public inspection.

#### **Section 2. Conflicts.**

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2030 Comprehensive Plan as amended, which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

#### **Section 3. Severability.**

1 If any word, phrase, clause, section, or portion of this Ordinance is declared by any court of  
2 competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and  
3 portions of this Ordinance shall remain in full force and effect.  
4

5 **Section 4. Effective Date.**  
6

7 This ordinance shall have effect upon becoming law.  
8

9 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,  
10 Florida, this 10<sup>th</sup> day of December, 2019.  
11

12 LEON COUNTY, FLORIDA  
13  
14

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

16 Bryan Desloge, Chairman  
17 Board of County Commissioners  
18

19 ATTESTED BY:

20 Gwendolyn Marshall, Clerk of Court  
21 & Comptroller, Leon County, Florida  
22  
23

24 By: \_\_\_\_\_  
25

26 APPROVED AS TO FORM:

27 Leon County Attorney's Office  
28  
29

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

31 Herbert W. A. Thiele, Esq.  
32 County Attorney  
33  
34

F96-00031

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, December 10, 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 2, ARTICLE XII OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA, ENTITLED "CODE OF ETHICS"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse  
301 S. Monroe St., 5th Floor Reception Desk  
Tallahassee, Florida 32301

and

Leon County Clerk's Office  
315 S. Calhoun Street, Room 750  
Tallahassee, Florida 32301

Advertise: November 29, 2019

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #33**

# Leon County Board of County Commissioners

## Agenda Item #33

December 10, 2019

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

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

**Title:** First and Only Public Hearing to Consider Adoption of an Ordinance Authorizing the Establishment of a Syringe Exchange Program

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<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Heather Peeples, Special Projects Coordinator

### **Statement of Issue:**

This agenda item requests the Board conduct the first and only Public Hearing and consider the adoption of a proposed Ordinance authorizing the establishment of a syringe exchange program in Leon County.

### **Fiscal Impact:**

This item has no fiscal impact. Section 381.0038, Florida Statutes, states that “state, county, or municipal funds may not be used to operate an exchange program. Exchange programs shall be funded through grants and donations from private resources and funds.”

### **Staff Recommendation:**

Option #1: Conduct the first and only public hearing and adopt an Ordinance authorizing the establishment of a sterile needle and syringe exchange program (Attachment #1).

## **Report and Discussion**

### **Background:**

At the November 12, 2019 meeting, the Board approved the scheduling of the first and only public hearing to adopt a proposed Ordinance authorizing the establishment of a syringe exchange program (SEP), in accordance with Section 381.0038, Florida Statutes.

The new state law outlines the specific requirements and as explained in detail in the analysis, a county commission must take the following steps to establish an SEP: (1) authorize an SEP by ordinance; (2) enter into a letter of agreement with the Florida Department of Health (FDOH); (3) enlist the county health department to provide ongoing operational advice, consultation, and recommendations; and (4) contract with an eligible entity to act as the program operator. A detailed summary of the Section 381.0038, Florida Statutes is provided below.

The Leon County Health Department's Health Officer, Claudia Blackburn, strongly supports the Board adopting an ordinance to authorize an SEP. However, it should be noted that adopting an ordinance does not guarantee that a program will be established. Florida Statutes prohibits the use of state, county, or municipal funds, therefore the establishment of an SEP is contingent upon identifying a qualified organization with the resources to successfully operate and sustain a program. The Health Department indicates that several community partners have expressed initial interest in establishing a program.

The draft ordinance reflects the Board's direction at the November 12 meeting to replace the term "intravenous drug use" to "injection drug use."

### *Section 381.0038, Florida Statutes*

During the 2019 Legislative Session, Section 381.0038, Florida Statutes was amended to permit any county commission to authorize a "sterile needle and syringe exchange program to operate within its county boundaries." The program may operate at one or more fixed locations or through mobile health units where the goal of the program must be the prevention of disease transmission. The program must offer the free exchange of clean, unused needles and syringes for used needles and syringes as a means to prevent the transmission of HIV, AIDS, viral hepatitis, or other blood-borne diseases among injection drug users and their sexual partners and offspring. Additionally, SEPs are required to provide educational materials, onsite counselling or referrals for drug abuse prevention and treatment, and kits containing an emergency opioid antagonist (known commonly as Naloxone), used for the complete or partial reversal of an opioid overdose.

The amended Statute also outlines the process for establishing an SEP. First, a county commission must authorize the establishment of a program under the provisions of a county ordinance. Following the adoption of an ordinance, the county must enter into a letter of agreement with FDOH in which the county commission must agree that any authorized program will operate in accordance with State law. The local county health department must also be enlisted to provide ongoing advice, consultation, and recommendations for the operation of the program.

The roles of the county, the local health department, and FDOH are limited to providing authorization and oversight as Statute prohibits the use of state, county, or municipal funds to operate a program. Federal funding may be used to support syringe exchange programs, with the exception of purchasing needles or syringes, if the state or local government can demonstrate to the Centers for Disease Control and Prevention (CDC), that its jurisdiction is experiencing or at risk for significant increases in disease transmission due to injection drug use. As of the writing of this item, FDOH has requested a determination of need for Florida and is awaiting a final response from the CDC.

Once an ordinance has been adopted and the local health department has been enlisted, the county commission can approve a contract with one of the following entities to operate the program:

- A licensed hospital
- A licensed health care clinic
- An accredited medical school in Florida
- A licensed addictions receiving facility
- A 501(c)(3) HIV/AIDS service organization

The contract must include provisions for an oversight and accountability system that ensures compliance with statutory and contractual agreements, tracking and reporting of program goals and objectives, and consequences for noncompliance. The program operator is also required to collect data as outlined in Statute as well as any other data that may be required by the Department of Health. An annual report, including all collected data, must be submitted to the county commission and FDOH by August 1<sup>st</sup> annually. It should be noted that SEPs are prohibited from collecting participant's personal identifying information for any purpose.

Program staff and participants of an SEP are exempt from prosecution under the Florida Comprehensive Drug Abuse Prevention and Control Act, or any other law for the possession, distribution, and exchange of needles or syringes. However, individuals acting outside the scope of the program are not immune from prosecution. To prevent abuse of the program by staff or participants, the program operator is required by Statute, to provide for maximum security at all sites and implement additional security measures including an accounting of all needles and syringes in use or storage and the safe disposal of returned needles.

To assist with establishing local programs, FDOH scheduled three regional, one-day trainings for county health departments and county government staff. The training in Tallahassee was held on October 8<sup>th</sup> and representatives from both the Leon County Health Department and Leon County Government attended. FDOH announced that the Department is currently drafting rules for the program; however, their rulemaking authority is limited by Statute to data collection and reporting. Additional tools and resources for SEPs are also being developed and will be made available on a newly-launched website: [www.floridahealth.gov/programs-and-services/idea/](http://www.floridahealth.gov/programs-and-services/idea/)



**Analysis:**

The following analysis includes a summary of the proposed Ordinance, an overview of existing syringe exchange programs, a data summary for Leon County, and the next steps toward establishing an SEP in Leon County.

*Proposed Ordinance Authorizing the Establishment of a Syringe Exchange Program*

The proposed Ordinance authorizes the establishment of an SEP within the geographic boundaries of Leon County. In accordance with Section 381.0038, Florida Statutes, the Ordinance states that the primary goal of the program is preventing the transmission of HIV, AIDS, viral hepatitis, and/or other blood-borne diseases among injection drug users and their sexual partners and offspring. A secondary goal of providing a bridge to drug treatment is also identified.

The Ordinance includes the following sections, which mirror the requirements in Florida Statutes for both the County and the selected program operator:

- Conditions Precedent to Establishing the Syringe Exchange Program
- Approval of Operator
- Security of Sites and Equipment
- Syringe Exchange Program Operations
- Data and Reporting Requirements for Syringe Exchange Program
- Lawful Participation

Additionally, the Ordinance includes standard provisions for enforcement, severability, and conflicts as well as a section reiterating the prohibition of using State, county, or municipal funds to operate an SEP.

Should the Board choose to adopt the Ordinance, staff will work with the County Health Department to identify a recommended program operator. A contract for services as well as a letter of agreement with FDOH would then be prepared for the Board's consideration. FDOH is currently preparing a standard letter of agreement, which will require any exchange program authorized by the County to operate in accordance with Florida Statutes. Once established, the program would operate independently, with the County and FDOH providing oversight. As stated in Florida Statutes, the program operator is required to submit an annual report to both the County and FDOH by August 1<sup>st</sup> each year.

*Syringe Exchange Programs*

The North America Syringe Exchange Network reports that there are approximately 224 SEP sites operating in the U.S. Currently, the only SEP operating in Florida is the Miami-Dade Infectious Disease Elimination Act (IDEA) pilot program, which was authorized by the Florida Legislature in 2016. This program is operated by the University of Miami through grants from the MAC AIDS Fund, the Elton John AIDS Foundation, the Fishman Family Foundation, the Comer Family Foundation, and the Health Foundation of South Florida.

As requested by the Board at the November 12, 2019 meeting, staff reached out to Miami-Dade's program for an update on program participation. According to Dr. David Forrest, Program Director, the program currently has over 1,200 enrolled participants and has achieved the following results since it was established in 2016:

- Collected over 405,000 used syringes;
- Exchanged over 394,000 clean, unused syringes;
- Performed over 1,000 HIV rapid tests (HIV positivity rate of 12.5%);
- Performed nearly 1,000 Hepatitis C rapid tests (Hepatitis C positivity rate of 46.7%);
- Distributed nearly 3,000 Naloxone kits to participants and family members, with over 1,500 overdose reversals being reported.
- Linked over 350 participants to substance use treatment services (detox, residential and outpatient).

On average, Miami-Dade's program links approximately three (3) participants to substance use treatment per week. Dr. Forrest noted that, while substance use treatment is not mandatory, his program is working to increase participation. One way the program is doing this is by coordinating treatment while the participant is at their facility and providing immediate transportation to their appointment. This method has proven to be more effective than referring participants to a treatment provider.

While several Florida counties have begun discussions about establishing a similar sterile needle and syringe exchange program, only Palm Beach County has adopted an ordinance as of the writing of this item (Attachment #2). However, Palm Beach County has not yet selected a program operator.

According to the CDC study, *Estimated Cost of Comprehensive Syringe Service Program in the United States* (Attachment #3), the first-year operating costs for an SEP ranges from \$1.9 million for a large urban program serving 2,500 clients to \$0.4 million for a small rural program serving 250 clients. Although a final program budget will be dependent upon the selected operator, the Health Department anticipates that annual cost for a program in Leon County could be much lower.

#### *Leon County Data Summary*

According to FDOH, there is currently no available method to estimate the total number of injection drug users in Leon County who might utilize an SEP. However, the Leon County Health Department recommends reviewing several data sets summarized in Attachment #4, to better assess the prevalence of injection drug use and associated health issues. The summary includes drug treatment admission data as well as HIV transmissions, viral Hepatitis infections, and drug overdose deaths which SEPs aim to prevent by providing sterile injection equipment as well as counseling, condoms, vaccinations, and emergency opioid antagonists.

The data shows that the population that may benefit from an SEP in Leon County is relatively small when compared to the rest of the State. However, trend data presented in Attachment #4 may indicate an increasing need for this type of program:

Title: First and Only Public Hearing to Consider Adoption of an Ordinance Authorizing the Establishment of a Syringe Exchange Program

December 10, 2019

Page 6

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- In FY 2019, 45 people were admitted to substance abuse treatment for injection drug use in Leon County.
- From 2014-2018, Leon County had a total 348 new HIV diagnoses the majority of which were transmitted sexually. Only one (1) of these cases was transmitted by injection drug use.
  - During this time, the County's rate of HIV infections (per 100k population) increased to 27.9, which exceeds the state's rate of 23.4.
- From 2014-2018, Leon County had a total of 22 new Hepatitis A, B, and C diagnoses.
  - The County's rate of Hepatitis C infections (per 100,000 population) increased, while the rate of Hepatitis A and B infections decreased during this time.
- From 2015-2016, Leon County had 76 drug overdose deaths, of which 45 were due to opioid use.
  - The rate of drug overdose deaths (per 100k population) increased from 5.9 to 10.5. Likewise, the County's rate of opioid overdose deaths (per 100k population) increased from 4 to 6.

*Next Steps Toward Establishing an SEP in Leon County*

Through their preliminary discussions with qualifying entities, the Leon County Health Department has already identified organizations with an interest in being the County's program operator. These organizations have stressed that an ordinance is needed for them to move forward. However, adopting an ordinance does not guarantee that a program will be established. The establishment of an SEP in Leon County is contingent upon identifying a qualified organization with the resources to successfully operate and sustain a program.

Should the Board choose to adopt the Ordinance, staff will work with the County Health Department to identify a recommended program operator. A contract for services as well as a letter of agreement with FDOH would then be prepared for the Board's consideration. FDOH is currently preparing a standard letter of agreement, which will require any exchange program authorized by the County to operate in accordance with Florida Statutes. Once established, the program would operate independently, with the County and FDOH providing oversight. As stated in Florida Statutes, the program operator is required to submit an annual report to both the County and FDOH by August 1st each year.

The notice of public hearing was timely advertised in the Tallahassee Democrat in accordance with Florida Statutes (Attachment #5).

**Options:**

1. Conduct the first and only public hearing and adopt an Ordinance authorizing the establishment of a sterile needle and syringe exchange program (Attachment #1).
2. Conduct the first and only public hearing and do not adopt an Ordinance authorizing the establishment of a sterile needle and syringe exchange program.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Draft Ordinance authorizing the establishment of a Sterile Needle and Syringe Exchange Program in Leon County
2. Palm Beach County Ordinance
3. Estimated Cost of Comprehensive Syringe Service Program in the United States
4. Data Summary
5. Notice of Public Hearing

**LEON COUNTY ORDINANCE NO.**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 8 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; ADDING A NEW ARTICLE IV ESTABLISHING A SYRINGE EXCHANGE PROGRAM PURSUANT TO FLORIDA STATUTES SECTION 381.0038(4); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Florida Legislature has approved the Infectious Disease Elimination Act, as codified in Section 381.0038(4), Florida Statutes, authorizing the Board of County Commissioners of Leon County to establish a sterile needle and syringe exchange program with the goal of eliminating infectious disease; and

WHEREAS, the Board of County Commissioners finds that it will serve the public health, safety, and welfare of the citizens of Leon County to establish authority for operation of an Syringe Exchange Program to authorize the one-to-one exchange of used needles and syringes for sterile needles and syringes, as approved in Section 381.0038(4), Florida Statutes, and as authorized in this Ordinance; and

WHEREAS, the Board of County Commissioners desires to enact an ordinance establishing authority for a Syringe Exchange Program;

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

**Section 1. Amendments to Code.**

Chapter 8 of the Code of Laws of Leon County, Florida, is hereby amended by adding a new Article IV to read as follows:

**ARTICLE IV. SYRINGE EXCHANGE PROGRAM**

**Sec. 8-110. Definitions.**

The following words shall have the meanings ascribed to them unless the text requires or specifies a different meaning:

- i. *BOCC* is the Leon County Board of County Commissioners.
- ii. *Syringe Exchange Program* means a sterile needle and syringe exchange program authorized by the BOCC and operated pursuant to the requirements established in Section 381.0038(4), Florida Statutes, and in accordance with the terms and conditions of the Operator's contract with the BOCC.

1           iii. *Operator* is the contracted provider of the Syringe Exchange Program.

2  
3 **Sec 8-111. Authorization for a Syringe Exchange Program.**  
4

- 5       a) Pursuant to the requirements of the Infectious Disease Elimination Act, established in Section  
6       381.0038(4), Florida Statutes, a Syringe Exchange Program is authorized to operate in the  
7       geographic boundaries of Leon County, provided the Operator is under contract with the BOCC.  
8  
9       b) The Syringe Exchange Program shall offer the free exchange of clean, unused needles and  
10      hypodermic syringes for used needles and hypodermic syringes, with the primary goal of  
11      preventing the transmission of HIV, AIDS, viral hepatitis, and/or other blood-borne  
12      diseases among injection drug users and their sexual partners and offspring, and with the  
13      secondary goal of providing a bridge to drug treatment.  
14  
15      c) The Syringe Exchange Program may operate at one or more fixed locations or through mobile  
16      health units.  
17  
18      d) It shall be unlawful to operate a Syringe Exchange Program unless the Operator is under  
19      contract with the BOCC pursuant to the requirements of Section 381.0038(4), Florida Statutes.  
20

21 **Sec. 8-112. Conditions Precedent to Establishing the Syringe Exchange Program.**  
22

23       The following requirements must be completed by the BOCC prior to the start of the Syringe  
24       Exchange Program:  
25

- 26       a) Establish a letter of agreement with the Florida Department of Health in which the BOCC  
27       agrees that the Syringe Exchange Program will operate in accordance with the  
28       requirements of Sections 381.0038(4), Florida Statutes;  
29  
30       b) Enlist the Leon County Health Department to provide ongoing advice, consultation, and  
31       recommendations for the operation of the Syringe Exchange Program; and  
32  
33       c) Establish and approve the Operator's contract pursuant to Section 6 herein.  
34

35 **Sec. 8-113. Approval of Operator.**  
36

- 37       a) The BOCC shall approve an Operator for the Syringe Exchange Program which must be one of  
38       the following entities:  
39  
40           i. A hospital licensed under chapter 395;  
41  
42           ii. A health care clinic licensed under part X of chapter 400;  
43  
44           iii. A medical school in this state accredited by the Liaison Committee on Medical  
45           Education or the Commission on Osteopathic College Accreditation;  
46

iv. A licensed addictions receiving facility as defined in Section 397.311(26)(a), Florida Statutes; or

v. A 501(c)3 HIV/AIDS service organization.

b) The Operator shall contract with the BOCC to provide the services authorized by this ordinance and the contract. The Operator's contract shall include provisions establishing each of the following:

i. An oversight and accountability system to ensure compliance with the requirements of the Infectious Disease Elimination Act and the contractual obligations and requirements of the Operator's contract with the BOCC;

ii. The oversight and accountability system must include measurable objectives for achieving the goals and objectives of the Syringe Exchange Program;

iii. Tracking of the Syringe Exchange Program goals and objectives and the progress in achieving those goals and objectives;

iv. Specific consequences and remedies for noncompliance with the oversight and accountability system; and

v. Requirements to comply with all State statutes and Florida Administrative Code regulations, whether now existing or hereafter promulgated, concerning the Infectious Disease Elimination Act, and to comply with all local laws and regulations concerning zoning, licensing, fire safety, and any other local requirements pertaining to operation of the Syringe Exchange Program, whether now existing or hereafter promulgated.

#### **Sec. 8-114. Security of Sites and Equipment.**

The Operator shall provide for maximum security of sites where needles and syringes are exchanged and of any equipment used under the Syringe Exchange Program and shall establish written security procedures. These security procedures shall be included in the Operator's training and on-boarding process for all contractors, employees, and volunteers assisting in the Syringe Exchange Program. Maximum security procedures shall include, at a minimum:

a) An accounting of the number of needles and syringes in use;

b) The number of needles and syringes in storage;

c) Safe disposal of returned needles; and

d) Any other measure that may be required to control the use and dispersal of sterile needles and syringes.

**Sec. 8-115. Syringe Exchange Program Operations.**

- a) The Syringe Exchange Program authorized under this Ordinance shall operate on a one- to-one exchange basis, whereby a Syringe Exchange Program participant shall receive one sterile needle and syringe unit in exchange for each used one.
- b) Whenever needles or syringes are exchanged, the Syringe Exchange Program shall offer educational materials regarding the transmission of HIV, viral hepatitis, and other blood- borne diseases.
- c) The Operator shall provide onsite counseling or referrals for drug abuse prevention, education, treatment, and recovery support services and provide onsite HIV and viral hepatitis screening or referrals for such screening. If such services are offered solely by referral, they must be made available to participants within 72 hours of referral.
- d) The Operator shall provide kits containing an emergency opioid antagonist, as defined in Section 381.887, Florida Statutes, or provide referrals to a program that can provide such kits.

**Sec. 8-116. Data and Reporting Requirements for Syringe Exchange Program.**

- a) The Syringe Exchange Program shall prepare an annual report to the BOCC and to the Florida Department of Health which shall be submitted no later than August 1 annually. The Syringe Exchange Program shall collect and monitor, at a minimum, the following data elements to be included in the annual report:
  - i. The number of participants served;
  - ii. The number of used needles and syringes received and the number of clean, unused needles and syringes distributed through exchange with participants;
  - iii. The number of participants entering drug counseling and treatment
  - iv. The number of participants receiving testing for HIV, AIDS, viral hepatitis, or other blood-borne diseases;
  - v. Any other data collection methods and outcomes measurements that may be required under Florida Department of Health rule or BOCC contract requirement; and
  - vi. The demographic profiles of the participants served.
- b) The personal identifying information of a Syringe Exchange Program participant shall not be collected for any purpose.

**Sec. 8-117. Lawful Participation.**



- 1 a) The possession, distribution, or exchange of needles or syringes as part of the Syringe  
2 Exchange Program established by the BOCC pursuant to Section 381.0038(4),  
3 Florida Statutes, is not a violation of any part of Chapter 893, Florida Statutes, or any other  
4 law.  
5  
6 b) However, a Syringe Exchange Program staff member, volunteer, or participant is  
7 not immune from criminal prosecution for:  
8  
9 i. The possession of needles or syringes that are not a part of the Syringe Exchange  
10 Program; or  
11  
12 ii. The redistribution of needles or syringes in any form, if acting outside the Syringe  
13 Exchange Program.  
14

15 **Sec. 8-118. Enforcement.**

- 16  
17 a) This Ordinance shall be enforceable by all means provided by law.  
18  
19 b) Pursuant to Section 125.69, Florida Statutes, violations of county ordinances shall be prosecuted  
20 in the same manner as misdemeanors are prosecuted. Any person violating any of the provisions  
21 of the Ordinance, or who shall fail to abide by and obey all orders and resolutions promulgated  
22 as herein provided, shall, on conviction, be punished by a fine not exceed \$500 or imprisonment  
23 for not more than 60 days, or both, for each violation, and payment of all costs and expenses  
24 involved in prosecuting the offense.  
25  
26 c) Additionally, Leon County may choose to enforce this Ordinance by seeking injunctive relief  
27 in the Circuit Court of Leon County.  
28

29 **Sec. 8-119. State, County and Municipal Funding Prohibited.**

30  
31 State, county and municipal funds cannot be used to operate a Syringe Exchange Program. The  
32 Operator will be required to fund Syringe Exchange Program operations through grants and donations  
33 from private resources and funds.  
34

35 **Section 2. Severability.**

36  
37 If any word, phrase, clause, section, or portion of this Ordinance is declared by any court of competent  
38 jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions  
39 of this Ordinance shall remain in full force and effect.  
40

41 **Section 3. Conflicts.**

42  
43 All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby  
44 repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon  
45 County 2030 Comprehensive Plan as amended, which provisions shall prevail over any parts of this  
46 ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.  
47

1 **Section 4. Effective Date.**

2  
3 This ordinance shall have effect upon becoming law.

4  
5 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,  
6 Florida, this 10<sup>th</sup> day of December, 2019.

7  
8 LEON COUNTY, FLORIDA

9  
10  
11 By: \_\_\_\_\_  
12 Bryan Desloge, Chairman  
13 Board of County Commissioners  
14

15 ATTESTED BY:  
16 Gwendolyn Marshall, Clerk of Court  
17 & Comptroller, Leon County, Florida  
18

19  
20 By: \_\_\_\_\_  
21

22 APPROVED AS TO FORM:  
23 Leon County Attorney's Office  
24

25  
26 By: \_\_\_\_\_  
27 Herbert W. A. Thiele, Esq.  
28 County Attorney  
29

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

=====

Meeting Date: July 2, 2019

[ ]

[ ]

Consent

Ordinance

[ ]

[X]

Regular

Public Hearing

Department

Submitted By: Community Services

Submitted For: Community Services

=====

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to adopt: an ordinance of the Board of County Commissioners of Palm Beach County, Florida, to be entitled “The Palm Beach County Infectious Disease Elimination Program”, establishing authority for an infectious disease elimination program pursuant to Florida Statute 381.0038(4); providing for a title; providing for applicability; providing for definitions; providing authorization for a needle exchange program; providing conditions precedent to establishing the needle exchange program; providing for approval of operator; providing for security of sites and equipment; providing for needle exchange program operations; providing for data and reporting requirements for needle exchange program; providing for lawful participation in needle exchange program; providing for enforcement; providing for state, county and municipal funding prohibited; providing for repeal of laws in conflict; providing for severability; providing for inclusion in the code of laws and ordinances; providing for captions; and providing for an effective date.

**Summary:** The Florida Legislature recently approved the infectious Disease Elimination Act (the Act), as codified in Section 381.0038(4), Florida Statutes, authorizing the Board of County Commissioners to establish a sterile needle and syringe exchange program within its geographic boundaries with the goal of eliminating infectious diseases, including HIV and Hepatitis C. The Center for Disease Control also states the programs have proven to increase entry into substance use disorder treatment, reduce needle stick injuries to first responders, reduce overdose deaths, and save health care dollars by preventing infections and preventing HIV and viral Hepatitis. The approved legislation adds Florida to a list of 39 states in the country already offering needle/syringe exchange programs. **No County funds are required for the needle exchange program, as they are expressly prohibited by the Act.** Countywide (DC)

**Background and Policy Issues:** The Infectious Disease Elimination Act was modeled on the “IDEA Exchange” program in Miami Dade County, which was given a five-year trial approval by the Legislature in 2016. The program consists of fixed and mobile needle exchange sites, at which used needles are exchanged for clean ones. Program participants may also be given drugs that reverse opioid overdoses (Narcan), may be tested for HIV, and are given information connecting them to medical care and drug rehabilitation resources. Since its 2016 inception, the program reports it has pulled more than 750,000 used needles out of circulation.

**Attachments:**  
1. Ordinance

=====

Recommended By: James E. [Signature]

Department Director

Date

6/19/19

Approved By: Nancy L. Bolton

Assistant County Administrator

Date

6/21/19

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

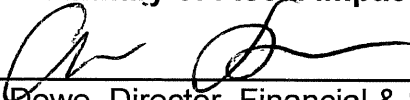
Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					

# ADDITIONAL FTE POSITIONS (Cumulative)					
--	--	--	--	--	--

Is Item Included In Current Budget: Yes \_\_\_\_\_ No \_\_\_\_\_  
Does this item include the use of federal funds? Yes \_\_\_\_\_ No \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

C. Departmental Fiscal Review:   
Julie Dowe, Director, Financial & Support Svcs.

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

 6/20/19  
OFMB 6/19

 6/20/19  
7/9/19 Contract Development and Control 6/20/19 TW

**B. Legal Sufficiency:**

 6/20/19  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

**This summary is not to be used as a basis for payment.**

ORDINANCE NO. 2019-\_\_\_\_\_

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ESTABLISHING AUTHORITY FOR AN INFECTIOUS DISEASE ELIMINATION PROGRAM PURSUANT TO FLORIDA STATUTE 381.0038(4); PROVIDING FOR A TITLE; PROVIDING FOR APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING AUTHORIZATION FOR A NEEDLE EXCHANGE PROGRAM; PROVIDING FOR CONDITIONS PRECEDENT TO ESTABLISHING A NEEDLE EXCHANGE PROGRAM; PROVIDING FOR APPROVAL OF OPERATOR; PROVIDING FOR SECURITY OF SITES AND EQUIPMENT; PROVIDING FOR NEEDLE EXCHANGE PROGRAM OPERATIONS; PROVIDING FOR DATA AND REPORTING REQUIREMENTS FOR NEEDLE EXCHANGE PROGRAM; PROVIDING FOR LAWFUL PARTICIPATION IN NEEDLE EXCHANGE PROGRAM; PROVIDING FOR ENFORCEMENT; PROVIDING FOR STATE, COUNTY AND MUNICIPAL FUNDING PROHIBITED; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; PROVIDING FOR CAPTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

1       **WHEREAS**, Palm Beach County is the largest Florida county in geographical size, and  
2       has the third largest population with over 1,400,000 residents; and

3       **WHEREAS**, in 2017 there were 647 opioid-related deaths in Palm Beach County; and

4       **WHEREAS**, in Palm Beach County more than 8,400 persons are living with HIV and  
5       approximately 1 new infection occurs every day; and

6       **WHEREAS**, Palm Beach County HIV Community Prevention Partnership and the Palm  
7       Beach County HIV CARE Council, through its partners are working together to renew  
8       HIV/AIDS awareness and to expand and strengthen the local effort to stop the spread of HIV in  
9       Palm Beach County; and

10       **WHEREAS**, a 2001 review of studies published in the journal AID Science identified  
11       seven studies that reported that needle exchange programs were associated with reduced  
12       prevalence of HIV, hepatitis B and hepatitis C. Three studies concluded that the programs  
13       reduced needle sharing, and three studies showed they were associated with increased rates of  
14       entry into drug rehab programs; and

15       **WHEREAS**, the Florida Legislature has approved the Infectious Disease Elimination Act,  
16       as codified in Section 381.0038(4), Florida Statutes, authorizing the Board of County  
17       Commissioners of Palm Beach County to establish a sterile needle and syringe exchange program  
18       with the goal of eliminating infectious disease; and

1       **WHEREAS**, the Board of County Commissioners finds that it will serve the public  
2 health, safety, and welfare of the citizens of Palm Beach County to establish authority for  
3 operation of an Infectious Disease Elimination Program to authorize the one-to-one exchange of  
4 used needles and syringes for sterile needles and syringes, as approved in Section 381.0038(4),  
5 Florida Statutes, and as authorized in this Ordinance; and

6       **WHEREAS**, the Board of County Commissioners - pursuant to its authority under the  
7 Florida Constitution, Article VIII; Section 125.01(1)(g), Florida Statutes; and the Palm Beach  
8 County Charter - hereby adopts the Palm Beach County Infectious Disease Elimination  
9 Ordinance; and

10       **WHEREAS**, the Board of County Commissioners has conducted a duly noticed public  
11 hearing to consider this Ordinance in accordance with Section 125.66, Florida Statutes.

12       **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY**  
13 **COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA**, that:

14  
15       **SECTION 1. TITLE:**

16 This Ordinance shall be titled “The Palm Beach County Infectious Disease Elimination  
17 Ordinance”.

18  
19       **SECTION 2. APPLICABILITY:**

20 This Ordinance shall be applicable within the unincorporated areas of Palm Beach County, and  
21 in all municipalities that have not adopted an ordinance in conflict. Unless otherwise provided,  
22 nothing in this Ordinance shall be construed to relieve any person from compliance with any  
23 applicable county or municipal regulations.

24  
25       **SECTION 3. DEFINITIONS:**

26 The following words shall have the meanings ascribed to them unless the text requires or  
27 specifies a different meaning:

- 28       i.     ***BCC*** is the Palm Beach County Board of County Commissioners.
- 29       ii.    ***Department*** is the Palm Beach County Department of Community Services.
- 30       iii.   ***Needle Exchange Program*** means a sterile needle and syringe exchange program  
31 authorized by the BCC and operated pursuant to the requirements established in

Section 381.0038(4), Florida Statutes, and in accordance with the terms and conditions of the Operator's contract with the BCC.

iv. **Operator** is the contracted provider of the Needle Exchange Program.

**SECTION 4. AUTHORIZATION FOR A NEEDLE EXCHANGE PROGRAM:**

(a) Pursuant to the requirements of the Infectious Disease Elimination Act, established in Section 381.0038(4), Florida Statutes, a Needle Exchange Program is authorized to operate in the geographic boundaries of Palm Beach County, provided the Operator is under contract with the BCC.

(b) The Needle Exchange Program shall offer the free exchange of clean, unused needles and hypodermic syringes for used needles and hypodermic syringes, with the primary goal of preventing the transmission of HIV, AIDS, viral hepatitis, and/or other blood-borne diseases among intravenous drug users and their sexual partners and offspring, and with the secondary goal of providing a bridge to drug treatment, recovery support and other social services for intravenous drug users.

(c) The Needle Exchange Program may operate at one or more fixed locations or through mobile health units.

(d) It shall be unlawful to operate a Needle Exchange Program unless the Operator is under contract with the BCC pursuant to the requirements of Section 381.0038(4), Florida Statutes.

**SECTION 5: CONDITIONS PRECEDENT TO ESTABLISHING THE NEEDLE EXCHANGE PROGRAM:**

The following requirements must be completed by the BCC prior to the start of the Needle Exchange Program:

(a) Establish a letter of agreement with the Florida Department of Health in which the BCC agrees that the Needle Exchange Program will operate in accordance with the requirements of Section 381.0038(4), Florida Statutes;

(b) Enlist the Palm Beach County Health Department to provide ongoing advice, consultation, and recommendations for the operation of the Needle Exchange Program; and

(c) Establish and approve the Operator's contract pursuant to Section 6 herein.

**SECTION 6: APPROVAL OF OPERATOR:**

(a) The BCC shall approve an Operator for the Needle Exchange Program which must be one of the following entities:

- i. A hospital licensed under chapter 395;
- ii. A health care clinic licensed under part X of chapter 400;
- iii. A medical school in this state accredited by the Liaison Committee on Medical Education or the Commission on Osteopathic College Accreditation;
- iv. A licensed addictions receiving facility as defined in Section 397.311(26)(a), Florida Statutes; or
- v. A 501(c)3 HIV/AIDS service organization.

(b) The Operator shall contract with the BCC to provide the services authorized by this ordinance and the contract. The Operator's contract shall include provisions establishing each of the following:

- i. An oversight and accountability system to ensure compliance with the requirements of the Infectious Disease Elimination Act and the contractual obligations and requirements of the Operator's contract with the BCC;
- ii. The oversight and accountability system must include measurable objectives for achieving the goals and objectives of the Needle Exchange Program;
- iii. Monthly tracking of the Needle Exchange Program goals and objectives and the progress in achieving those goals and objectives;
- iv. Specific consequences and remedies for noncompliance with the oversight and accountability system; and
- v. Requirements to comply with all State statutes and Florida Administrative Code regulations, whether now existing or hereafter promulgated, concerning the Infectious Disease Elimination Act, and to comply with all local laws and regulations concerning zoning, licensing, fire safety, and any other local requirements pertaining to operation of the Needle Exchange Program, whether now existing or hereafter promulgated.



**SECTION 7. SECURITY OF SITES AND EQUIPMENT:**

The Operator shall provide for maximum security of sites where needles and syringes are exchanged and of any equipment used under the Needle Exchange Program and shall establish written security procedures. These security procedures shall be included in the Operator's training and on-boarding process for all contractors, employees, and volunteers assisting in the Needle Exchange Program. Maximum security procedures shall include, at a minimum:

- (a) An accounting of the number of needles and syringes in use;
- (b) The number of needles and syringes in storage;
- (c) Safe disposal of returned needles; and
- (d) Any other measure that may be required to control the use and dispersal of sterile needles and syringes.

**SECTION 8. NEEDLE EXCHANGE PROGRAM OPERATIONS:**

- (a) The Needle Exchange Program authorized under this Ordinance shall operate on a one-to-one exchange basis, whereby a Needle Exchange Program participant shall receive one sterile needle and syringe unit in exchange for each used one.
- (b) Whenever needles or syringes are exchanged, the Needle Exchange Program shall offer educational materials regarding the transmission of HIV, viral hepatitis, and other blood-borne diseases.
- (c) The Operator shall provide onsite counseling or referrals for drug abuse prevention, education, treatment, and recovery support services and provide onsite HIV and viral hepatitis screening or referrals for such screening. If such services are offered solely by referral, they must be made available to participants within 72 hours of referral.
- (d) The Operator shall also support and facilitate, to the maximum extent practicable, linkage to health care and mental health services, housing assistance, career employment-related and education counseling for participants.
- (e) The Operator shall provide kits containing an emergency opioid antagonist, as defined in Section 381.887, Florida Statutes, or provide referrals to a program that can provide such kits.

**SECTION 9. DATA AND REPORTING REQUIREMENTS FOR NEEDLE EXCHANGE PROGRAM:**

- (a) The Needle Exchange Program shall prepare an annual report to the BCC and to the Florida Department of Health which shall be submitted no later than August 1 annually. The Needle Exchange Program shall collect and monitor, at a minimum, the following data elements to be included in the annual report:
- i. The number of participants served;
  - ii. The number of used needles and syringes received and the number of clean, unused needles and syringes distributed through exchange with participants;
  - iii. The number of participants entering drug counseling and treatment, recovery support, and other social services;
  - iv. The number of participants receiving testing for HIV, AIDS, viral hepatitis, or other blood-borne diseases;
  - v. Any other data collection methods and outcomes measurements that may be required under Florida Department of Health rule or BCC contract requirement; and
  - vi. The demographic profiles of the participants served.
- (b) The personal identifying information of a Needle Exchange Program participant shall not be collected for any purpose.

**SECTION 10. LAWFUL PARTICIPATION IN NEEDLE EXCHANGE PROGRAM:**

- (a) The possession, distribution, or exchange of needles or syringes as part of the Needle Exchange Program established by the BCC pursuant to Section 381.0038(4), Florida Statutes, is not a violation of any part of Chapter 893, Florida Statutes, or any other law.
- (b) However, a Needle Exchange Program staff member, volunteer, or participant is not immune from criminal prosecution for:
- i. The possession of needles or syringes that are not a part of the Needle Exchange Program; or
  - ii. The redistribution of needles or syringes in any form, if acting outside the Needle Exchange Program.

1    **SECTION 11. ENFORCEMENT:**

2    (a)    This Ordinance is enforceable by all means provided by law.

3    (b)    Pursuant to Section 125.69, Florida Statutes, violations of county ordinances shall be  
4           prosecuted in the same manner as misdemeanors are prosecuted. Any person violating  
5           any of the provisions of this Ordinance, or who shall fail to abide by and obey all orders  
6           and resolutions promulgated as herein provided, shall, on conviction, be punished by a  
7           fine not to exceed \$500 or imprisonment for not more than 60 days, or both, for each  
8           violation, and payment of all costs and expenses involved in prosecuting the offense.

9    (c)    Additionally, Palm Beach County may choose to enforce this Ordinance by seeking  
10          injunctive relief in the Circuit Court of Palm Beach County.

11  
12   **SECTION 12. STATE, COUNTY AND MUNICIPAL FUNDING PROHIBITED:**

13   State, county and municipal funds cannot be used to operate a Needle Exchange Program. The  
14   Operator will be required to fund Needle Exchange Program operations through grants and  
15   donations from private resources and funds.

16  
17   **SECTION 13. REPEAL OF LAWS IN CONFLICT:**

18   All local laws and ordinances in conflict with any provision of this Ordinance are hereby repealed  
19   to the extent of such conflict.

20  
21   **SECTION 14. SEVERABILITY:**

22   If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason  
23   held by a Court of competent jurisdiction to be unconstitutional, inoperative, or void, such  
24   holding shall not affect the remainder of this Ordinance.

25  
26   **SECTION 15. INCLUSION IN THE CODE OF LAWS AND ORDINANCES:**

27   The provisions of this Ordinance shall become and be made a part of the Palm Beach County  
28   Code. The sections of this Ordinance may be renumbered or relettered to accomplish such, and  
29   the word Ordinance may be changed to section, article, or other appropriate word.

**SECTION 16. CAPTIONS:**

The captions, section headings, and section designations used in this Ordinance are for convenience only and shall have no effect on the interpretation of the provisions of this Ordinance.

**SECTION 17. EFFECTIVE DATE:**

The provisions of this Ordinance shall become effective upon filing with the Department of State.

**APPROVED and ADOPTED** by the Board of County Commissioners of Palm Beach County, Florida, on this the \_\_\_\_ day of \_\_\_\_\_, 2019.

**SHARON R. BOCK, CLERK  
AND COMPTROLLER**

**PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
**Deputy Clerk**

By: \_\_\_\_\_  
**Mack Bernard, Mayor**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
**County Attorney**

**EFFECTIVE DATE:** Filed with the Department of State on the \_\_\_\_ day of \_\_\_\_\_, 2019.

## RESEARCH ARTICLE

# Estimated cost of comprehensive syringe service program in the United States

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## Abstract

### Objective

To estimate the cost of establishing and operating a comprehensive syringe service program (SSP) free to clients in the United States.

### Methods

We identified the major cost components of a comprehensive SSP: (one-time start-up cost, and annual costs associated with personnel, operations, and prevention/medical services) and estimated the anticipated total costs (2016 US dollars) based on program size (number of clients served each year) and geographic location of the service (rural, suburban, and urban).

### Results

The estimated costs ranged from \$0.4 million for a small rural SSP (serving 250 clients) to \$1.9 million for a large urban SSP (serving 2,500 clients), of which 1.6% and 0.8% is the start-up cost of a small rural and large urban SSP, respectively. Cost per syringe distributed varied from \$3 (small urban SSP) to \$1 (large rural SSP), and cost per client per year varied from \$2000 (small urban SSP) to \$700 (large rural SSP).

### Conclusions

Estimates of the cost of SSPs in the United States vary by number of clients served and geographic location of service. Accurate costing can be useful for planning programs, developing policy, allocating funds for establishing and supporting SSPs, and providing data for economic evaluation of SSPs.

## OPEN ACCESS

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**Competing interests:** The authors have declared that no competing interests exist.

## Introduction

Syringe services programs (SSPs) are community prevention programs that provide access to sterile needles and syringes at no cost to their clients and facilitate safe disposal of used needles and syringes [1–3]. SSPs also offer a range of other prevention services, such as education on safe injection practices, wound care, overdose prevention with naloxone, referral to substance use disorder treatment, and testing for infections like human immunodeficiency virus (HIV), hepatitis C virus (HCV), and hepatitis B virus (HBV) [2]. In addition, these programs provide linkage to medical services, such as HIV or HCV treatment, referral to mental health services, and onsite or referral to hepatitis A and B vaccination. SSPs, especially when combined with medication-assisted treatment for opioid use disorder, can play a substantial public health role by preventing acquisition and transmission of blood borne infections, including HIV and HCV [4–7]. Use of SSPs has also been associated with reduced frequency of injection [8]. SSPs are beneficial to the community by reducing used syringes in public spaces, which carry the risk of accidental needle prick injury [9]. SSPs do not increase crime or drug use [10].

The recent increase in injection drug use and HCV infections related to the national epidemic of non-prescription use of opioids has increased the need for SSPs [11–15]. As of 2016, there were 228 SSPs registered in the United States, located primarily in urban areas, the West Coast, and the Northeast [16]. However, the current number of SSPs is not adequate to address the rising number of persons who inject drugs (PWIDs). The majority of US counties identified as vulnerable for rapid transmission of HIV and/or HCV are concentrated in rural areas where few SSPs exist [17]. In fact, only 20% of young persons who received a diagnosis of HCV infection, for whom injection drug use is a major risk factor, lived within 10 miles of an SSP [17].

Funding for SSPs currently operational in the United States is limited, and therefore the cost of establishing and operating an SSP that provides comprehensive service is not well known [15]. Detailed knowledge of cost is important for planning, assessing allocation of funding and grant provision towards setting up services in affected communities, and providing data for conducting economic evaluation. Obtaining estimates from surveys would be time-consuming and very costly. Additionally, given that most SSPs operate with free and/or under-priced and inconsistent inputs, estimates from surveys might not depict the actual costs involved. In this study, we sought to determine the cost of a comprehensive SSP in urban, suburban, and rural locations in the United States from the service payer perspective using a bottom-up budgeting approach—identifying individual service/input cost, categorizing and aggregating them.

## Methods

For the purpose of this study, we defined a ‘comprehensive SSP’ as a program that provides sterile injection equipment and disposal of used equipment, and offers a variety of preventive and medical services including: onsite HIV and HCV counseling and testing; first aid/wound care; overdose prevention education and naloxone kits; onsite provision or referral to hepatitis A and hepatitis B vaccination; referrals to sexually transmitted infection (STI) testing, tuberculosis (TB) screening, substance use disorder treatment, and care and treatment of HBV, HCV, and HIV. Comprehensive SSPs may also provide referrals to primary care, mental health services, reproductive health services, and social services.

To determine the cost of a comprehensive SSP to the service provider, we first categorized cost into the following groups: one-time facility and equipment, personnel, operational, prevention services, and onsite medical/testing services. Our cost estimate focused on the first year cost referred to as one-time facility and equipment cost, which is not recurrent and other

costs which will be incurred in the first year and thereafter. These costs do not include societal costs, which includes patient travel costs and volunteer time costs. One-time costs were assumed to be incurred in the first year only, while the other categories of cost were assumed to be incurred annually. Because the total costs of comprehensive SSPs will vary by the number of clients served per year and by their geographic location, we estimated total costs for three client-volume categories and three geographic areas. We defined three client volume-based categories as small (250/year), medium (1,250/year), and large (2,500/year). We defined geographic areas using census region-based classifications for estimation of cost of services and staff salaries as urban ( $> 1.0$  million), suburban (50,000–1.0 million) and rural ( $< 50,000$ ) [18]. We used a three-step approach (described below) to obtain estimates that were representative of the three geographic areas.

We obtained budgets from SSPs in Maine, California, Kentucky and Atlanta, and spoke with SSP directors from these programs to ensure that our assumptions of services provided matched what programs offered, and to familiarize ourselves with current SSP budgets. The interviews with directors confirmed that SSPs are under-resourced, and that employee salaries generally were not in line with other non-profit agencies.

### One-time facility and equipment costs

The one-time costs include lease/rent deposit (i.e., cost of the first or last month rent), office furniture, and office equipment (e.g., computers, phones, modems). We assumed each SSP needs a fax machine (including a copier, a scanner, and a printer), a modem, a router, two phones, and a mobile phone. The need in furniture items and computers is determined by SSP size, whereas the lease/rent deposit is determined by SSP size and location (S1 Appendix). The cost of such items was determined from online sources that ship their products anywhere in the United States, and either offer wholesale discount or match prices of their competitors to ensure competitive prices. This cost will not be incurred in subsequent years by the program.

### Personnel costs

Personnel costs include wage/salaries of an SSP staff, employee benefits/insurance, staff training and education, and volunteer incentives (S2 Appendix). We assumed each SSP needs a full-time director, a part-time street outreach specialist, and a part-time peer navigator. The need in other personnel (i.e., part-time counselors, a part-time nurse, or a part-time accountant) is determined by SSP size. Detailed job description, staffing needs, and wage estimates are provided in S2 Appendix. Employee benefits/insurance accounts for 30% of personnel's total compensation (S2 Appendix). Per communications with SSPs staff, we assumed the cost of staff training and education ranges from \$2,000 to \$3,000 and volunteers' incentives range from \$600–\$1200 US dollars per year (S2 Appendix).

We used a three-step approach to obtain wage estimates that were representative of the three geographic areas (urban, suburban, and rural). First, we identified census regions with the highest and lowest overall prices for goods and services—the Northeast and Midwest, respectively [18]. Second, we focused on the wage data for Community and Social Services (CSS) employees who were the primary occupational category for SSPs. Within selected census regions, we identified states that reported the lowest and the highest CSS wages—Kansas (Midwest) and New Jersey/New York (Northeast), respectively [19, 20]. Finally, in those states we identified wages for CSS employees in specific geographic areas (urban, suburban, and rural) [18]. The lower bound wage estimates for each geographic area were obtained from Kansas state—Kansas City (urban), St. Joseph/Wichita (suburban), Southwest/Southeast Kansas (rural). The upper bound wage estimates were obtained from New York state—New York City

(urban), Rochester (suburban), and Capital/Northern New York (rural). We used the mid-points of the lower and upper bounds as our final estimates.

### Operational costs

These costs are associated with lease/rent, insurance, utilities, mail services, and janitorial services. We used the three-step approach described above to determine office rent in urban, suburban and rural areas, where the upper and lower bounds of the estimates represent geographic areas with the highest and lowest cost of goods/services and property rent, respectively. In urban areas, we excluded high-end corporate properties (e.g., offices located in iconic skyscrapers or office parks). Instead, we considered offices that provided storage space. For each location, we obtained estimates for three size options that approximate SSP size: 1–4 people (75–300 square feet; may accommodate a small SSP), 5–9 people (375–675 square feet; medium SSP), and 10–24 people (740–1800 square feet; large SSP). The annual cost of renting an unfurnished office was determined from online sources that reported rental prices across the country and allowed potential renters to select a specific location ([S3 Appendix](#)). The costs of internet, phone plans, and web hosting were determined from online sources using the methodology described for estimating one-time costs ([S3 Appendix](#)).

### Prevention services costs

These costs are associated with sterile syringes and needles and other injecting equipment such as cotton filters, sterile water, and cookers, as well as naloxone, hazardous waste management, and sharps containers. The total cost of injection equipment per person per year was calculated based on the estimated average number of syringes to be distributed to each client per year. For our analysis, we used an average of 600 (range 400–800) syringes per person per year, assuming each client injects multiple times a day, and may take an ‘injection break’ during a twelve month period for personal (i.e. drug treatment) or legal (i.e. incarceration) reasons. Our choice of 600 syringes was between the World Health Organization recommendation of 300 syringes per person per year and a published estimate of 720–900 needles per person per year [[21–23](#)]. The costs of hazardous waste management and sharps containers were based on the overall estimated number of syringes used and returned to the SSP. This cost item also includes provision of overdose prevention kits and two units of naloxone to all participants of the program as allowed by local laws. Detailed description of the cost components is provided in [S4 Appendix](#).

### Onsite medical and testing services cost

Supplies needed for HIV and HCV point-of-care testing and hepatitis A and B vaccinations were determined based on testing recommendations and SSP size. Detailed description of the cost components is provided in [S5 Appendix](#). Where testing is recommended to all, we estimated cost assuming 100% coverage. However, if recommendations varied based on previous exposure or test result, we estimated the proportion for whom the service was recommended (e.g., hepatitis B vaccination is recommended for unvaccinated individuals only) [[24](#)]. Cost of pregnancy test was estimated assuming one test per person per year where 50% of the served population will be female.

### Mobile units

Besides providing services at fixed sites, an SSP can elect to have an additional mobile unit depending on available resources, location, local epidemiology of drug use, and catchment



area for the service. We estimated the one-time cost of a mobile SSP and assumed that personnel from the fixed program will operate the mobile unit. Operational costs of a mobile unit (vehicle registration, insurance, furniture, maintenance, gas, and storage space) were estimated in the same way as other operational costs (see above). Detailed description of the cost components for a mobile van is provided in [S6 Appendix](#).

Based on the overall total costs and number of clients, we calculated the cost per client per year, as well as the proportional contribution of costs by category to the total cost. Detailed information on the methods and sources of the data are presented in [S1–S5 Appendices](#). All costs were in 2016 US dollars.

## Results

The total cost for the first year of a comprehensive SSP ranged from \$0.4 (range \$0.3–\$0.6) million for a small rural program to \$1.9 (range \$1.4–\$2.3) million for a large urban SSP ([Table 1](#)). The components of a comprehensive SSP, detailed information on cost by item, and sources of costs are provided in Appendix A. The estimated cost of SSPs per syringe distributed varied

**Table 1. Estimated costs of a comprehensive syringe service program (SSP) by size and geographic location, United States (in \$1,000 2016 US dollars).**

Category	Large* SSPs cost midpoint** (range)***			Medium* SSPs cost midpoint (range)			Small* SSPs cost midpoint (range)		
	Rural	Suburban	Urban	Rural	Suburban	Urban	Rural	Suburban	Urban
<b>Total Cost, including</b>	<b>1698.7</b> (1234.2–2163.1)	<b>1732.9</b> (1275.9–2189.8)	<b>1855.0</b> (1363.2–2346.8)	<b>986.3</b> (722.1–1250.5)	<b>1012.8</b> (757.5–1268.0)	<b>1102.5</b> (825.4–1379.7)	<b>449.2</b> (342.1–556.2)	<b>470.6</b> (370.2–571.0)	<b>546.8</b> (428.7–664.8)
One-time cost <sup>1</sup> (Start-up only)	13.2 (10.3–16.1)	13.6 (10.6–16.5)	15.4 (10.7–20.2)	9.6 (7.1–12.2)	9.8 (7.3–12.2)	10.5 (7.3–13.6)	7.3 (5.7–9.0)	7.4 (5.7–9.1)	7.7 (5.6–9.8)
Personnel <sup>2</sup>	376.3 (315.0–437.7)	408.3 (356.6–459.9)	504.2 (439.1–569.2)	305.0 (254.2–355.7)	329.8 (287.5–372.1)	410.5 (355.1–465.8)	256.8 (215.0–298.6)	278.3 (243.2–313.5)	350.5 (301.6–399.4)
Operational <sup>3</sup>	144.9 (108.8–181.1)	149.4 (112.8–186.0)	171.7 (113.3–230.1)	67 (48.4–85.5)	69.0 (50.6–87.4)	77.3 (50.8–103.9)	27.8 (19.5–36.1)	28.2 (19.5–36.9)	31.9 (19.6–44.3)
Prevention services <sup>4</sup>	1006 (693.0–1319.0)	1003.9 (688.9–1319.0)	1003.9 (688.9–1319.0)	503.0 (346.6–659.5)	503.0 (346.6–659.5)	503 (346.6–659.5)	100.6 (69.3–131.9)	100.6 (69.3–131.9)	100.6 (69.3–131.9)
Onsite medical/testing services <sup>5</sup>	112.9 (82.7–143.0)	112.9 (82.7–143.0)	112.9 (82.7–143.0)	56.4 (41.4–71.5)	56.4 (41.4–71.5)	56.4 (41.4–71.5)	11.3 (8.3–14.3)	11.3 (8.3–14.3)	11.3 (8.3–14.3)
Mobile van unit <sup>6</sup>	45.4 (24.4–66.3)	44.8 (24.3–65.3)	44.8 (24.3–65.3)	45.4 (24.4–66.3)	44.8 (24.3–65.3)	44.8 (24.3–65.3)	45.4 (24.4–66.3)	44.8 (24.3–65.3)	44.8 (24.3–65.3)

\*Large SSPs serve 2,500 clients per year, medium SSPs serve 1,250 clients per year, and small SSPs serve 250 clients per year.

\*\*Midpoint cost refers to average cost of the highest and lowest costs.

\*\*\*Range refers to the upper and lower bounds of estimated costs of SSPs, and they reflect geographic differences in the cost of goods and services, rent, and wages in the United States. The lower bound estimates were obtained from Kansas state—Kansas City (urban), St. Joseph/Wichita (suburban), and Southwest/Southeast Kansas (rural). The upper bound estimates were obtained from New York state—New York City (urban), Rochester (suburban), and Capital/Northern New York (rural).

<sup>1</sup> One-time costs include lease/rent deposit, office furniture, and office equipment (e.g., items such as computers, mobile phones, office furniture, and modems).

<sup>2</sup> Personnel categories include a program director, a part-time accountant, peer navigators, a part-time nurse, and counsellors.

<sup>3</sup> Operational costs are associated with lease/rent, insurance, utilities, mail services, and janitorial services.

<sup>4</sup> Prevention services costs are associated with sterile syringes and needles and other injecting equipment such as cotton filters, sterile water, and cookers, as well as naloxone, hazardous waste management, and sharps containers.

<sup>5</sup> Onsite/medical testing services costs include point of care testing for hepatitis C virus and human immunodeficiency virus, hepatitis A and B vaccination, wound care, and pregnancy tests.

<sup>6</sup> Mobile van unit costs include the cost of a van, registration, maintenance, gas, storage, and insurance.

<sup>2–5</sup> Represent annual costs.

<https://doi.org/10.1371/journal.pone.0216205.t001>

from approximately \$1 for a large rural SSP to \$3.4 for a small urban SSP, and the estimated cost per client per year varied from \$661 for a large rural SSP to \$2008 for a small urban SSP. Based on volume of clients, the estimated number of syringes to be distributed by small, medium, and large SSPs were 0.15 million, 0.75 million, and 1.5 million per year, respectively (Table 2). The cost per syringe distributed and per client per year was almost three times as high for small SSPs compared to large SSPs. The percent increase in cost per syringe distributed from a large urban to a small urban SSP reached 183%.

Table 3 demonstrates the contribution of each category of cost to the overall total cost. Approximately half (54.2%-57.9%) of the cost of large SSPs was associated with preventive/medical services, whereas for small SSPs most (57.2%-64.1%) of the cost was driven by personnel. Prevention services (e.g., needles and syringes, sterile water, naloxone, and hazardous waste disposal) comprised as much as 45.6%-57.9% of the costs of a large or medium SSPs, yet, for a small SSP they represented about 20% of the cost. The cost that will not be covered by federal funds (materials used in the preparation and injection of drugs) is approximately 28% for large SSPs and 11% for small SSPs. The cost of HCV testing was about 2.1% of the overall cost of a large SSP (data not shown). The subsequent year costs of SSP will not include the one-time cost, thus is expected to be 0.8–1.6% lower than the first year cost. After the start-up year, the cost of SSP is expected to decrease further as some activities are one time interventions (e.g., hepatitis A and B vaccination), and positive impact of the program could influence frequency of drug use thus decreasing number of injection equipment supplied.

## Discussion

We estimated the cost of establishing and maintaining a comprehensive SSP for different geographic locations in the United States. With an average cost of \$1 to \$3 per syringe, a syringe service program can inexpensively prevent serious infectious diseases in those who are not infected, help identify and link those already infected to care, and prevent overdose and other related harms associated with the opioid epidemic by linking to preventive services (such as referral to treatment for opioid use disorder). The cost of a comprehensive SSP depends on the program size, location, and types of services provided. Some services are intrinsically costly (e.g., provision of naloxone), whereas other services require delivery by specially trained staff (e.g., peer navigation, conducting HIV and HCV tests, and providing wound care). Larger SSPs serve more clients and thus, incur higher total costs. However, costs per-syringe distributed and per-client were considerably lower for large SSPs compared to small SSPs.

Our cost estimate was comparable to prior studies in the United States and Mexico. The cost per syringe distributed was \$0.97 in the US whereas the cost in Mexico was \$0.76 [25, 26]. Based on our estimates, at a cost of approximately \$724 per client per year, a large, urban, comprehensive SSP can provide services that prevent transmission of blood borne infections,

**Table 2.** Estimated per syringe and per client costs of a comprehensive syringe service program (SSP) by size and geographic location, United States (in 2016 US dollars).

Category	Large* SSPs cost			Medium* SSPs cost			Small* SSPs cost		
	Rural	Suburban	Urban	Rural	Suburban	Urban	Rural	Suburban	Urban
Cost, (\$)/syringe	1.1	1.1	1.2	1.3	1.3	1.5	2.7	2.8	3.4
Cost, (\$)/year/client	661.3	675.2	724.1	752.6	774.3	846.2	1,615.1	1,703.0	2,007.7
Number of syringes distributed/year	1,500,000			750,000			150,000		

\* Large SSPs serve 2,500 clients per year, medium SSPs serve 1,250 clients per year, and small SSPs serve 250 clients per year.

<https://doi.org/10.1371/journal.pone.0216205.t002>

**Table 3. Proportional contribution (percentages) of each cost category to the overall total cost of a comprehensive syringe service program (SSP) by size and geographic location, United States.**

Components of cost	Large* SSPs			Medium* SSPs			Small* SSPs		
	Rural %	Suburban %	Urban %	Rural %	Suburban %	Urban %	Rural %	Suburban %	Urban %
One-time cost <sup>1</sup> (Start-up only)	0.8	0.8	0.8	1.0	1.0	1.0	1.6	1.6	1.4
Personnel <sup>2</sup>	22.1	23.6	27.2	30.9	32.6	37.2	57.2	59.1	64.1
Operational <sup>3</sup>	8.5	8.6	9.3	6.8	6.8	7.0	6.2	6.0	5.8
Prevention services <sup>4</sup>	59.2	57.9	54.2	51.0	49.7	45.6	22.4	21.4	18.4
Onsite medical/testing services <sup>5</sup>	6.7	6.5	6.1	5.7	5.6	5.1	2.5	2.4	2.1
Mobile van unit <sup>6</sup>	2.7	2.6	2.4	4.6	4.4	4.1	10.1	9.5	8.2
<b>Total</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>	<b>100.0</b>

\* Large SSPs serve 2,500 clients per year, medium SSPs serve 1,250 clients per year, and small SSPs serve 250 clients per year.

<sup>1</sup> One-time costs include lease/rent deposit, office furniture, and office equipment (e.g., items such as computers, mobile phones, office furniture, and modems).

<sup>2</sup> Personnel categories include a program director, a part-time accountant, peer navigators, a part-time nurse, and counsellors.

<sup>3</sup> Operational costs are associated with lease/rent, insurance, utilities, mail services and janitorial services.

<sup>4</sup> Prevention services costs are associated with sterile syringes/needles and other injecting equipment such as cotton filters, sterile water, and cookers, as well as naloxone, hazardous waste management, and sharps containers.

<sup>5</sup> Onsite/medical testing services costs include point of care testing for hepatitis C virus and human immunodeficiency virus, hepatitis A and B vaccination, wound care, and pregnancy tests.

<sup>6</sup> Mobile van unit costs include the cost of a van, registration, maintenance, gas, storage, and insurance.

<sup>2–5</sup> Represent annual costs.

<https://doi.org/10.1371/journal.pone.0216205.t003>

counselling for substance use disorder, and referral for treatment for HIV and HCV infections. The cost of an SSP that reduces HIV or HCV transmission via injecting drug use could be as small as \$2 (\$724/365) per person per day. Furthermore, with this cost, SSPs can connect PWID to treatment programs for substance use disorders, prevent overdose by providing overdose prevention education and supply of naloxone.

The federal appropriation act of 2016 allowed for the use of federal funds to establish or expand existing SSP services [24]. However, federal funds cannot be expended for materials used for the preparation and injection of drugs [27]. In our estimate the cost that will not be covered by federal funds amounts to approximately 28% for large SSPs and 11% for small SSPs.

A major component of the cost of SSPs is salaries and benefits. For many existing SSPs, volunteers, including former and recovering PWID, provide some of the staffing. Thus, our estimates of salaries and benefits will be higher than SSPs that rely on volunteers for key staff positions. Personnel costs will depend on what positions volunteers fill, as well as costs related to volunteer incentives, which was not considered in our analysis. Larger SSPs will need more paid staff than smaller SSPs. Overall, the number and type of expertise of staff will have a significant impact on the cost of a program. Our cost estimate assumes the SSP will provide a minimum of 40 hours of service at the fixed location.

Recent studies demonstrate that less than 10% of young persons with recent HCV diagnoses reside within 10 miles of an SSP [17], and those who do have access to an SSP suffer from stigma, fear of identification, and concern over confidentiality. These barriers may be overcome with wider use of alternative services including mobile SSP units, especially in rural settings where the number of PWIDs has been on the rise [13].

This study has some important limitations. The program size and the amount of injection equipment per person are based on estimates. In addition, the number of injections per person

may vary by the type of drug commonly used by the local PWID population. However, most PWIDs who attend SSPs are injecting heroin and our estimates are based on this premise. Additionally, we may have overestimated the cost of programs for a variety of reasons. First, we assumed full staffing. Second, we did not account for secondary exchange of syringes (distribution of injection equipment by peers) that would likely reduce staffing needs. Third, we assumed full coverage for some services (such as testing and vaccination) for eligible clients. We did not include depreciation cost. However, given that the depreciation-eligible items make up less than 10% of the total cost, this omission would not have substantial impact on the first-year estimate.

The cost of SSPs in urban, suburban, and rural areas varied by size and geography. These findings can inform implementers and funders, and can be used as a benchmark for future estimates, as well as by policy makers when deciding to start and operate an SSP. This information can also contribute to further economic evaluation studies of this effective public health prevention tool. SSPs will provide an access point to target the population disproportionately affected by the opioid epidemic and the related morbidity and mortality and may reduce the societal cost of opioid use disorder.

## Supporting information

**S1 Appendix. One-time cost methods and sources.**  
(DOCX)

**S2 Appendix. Personnel cost methods and sources.**  
(DOCX)

**S3 Appendix. Operational cost methods and sources.**  
(DOCX)

**S4 Appendix. Prevention/medical services cost methods and sources.**  
(DOCX)

**S5 Appendix. Onsite medical/testing services cost methods and sources.**  
(DOCX)

**S6 Appendix. Mobile van cost methods and sources.**  
(DOCX)

## Author Contributions

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**Writing – review & editing:** Eyasu H. Teshale, Alice Asher, Maria V. Aslam, Ryan Augustine, Eliana Duncan, Alyson Rose-Wood, John Ward, Jonathan Mermin, Kwame Owusu-Edusei, Patricia M. Dietz.

## References

1. MacArthur GJ, van Velzen E, Palmateer N, Kimber J, Pharris A, Hope V, et al. Interventions to prevent HIV and Hepatitis C in people who inject drugs: a review of reviews to assess evidence of effectiveness. *Int J Drug Policy*. 2014; 25(1):34–52. <https://doi.org/10.1016/j.drugpo.2013.07.001> PMID: 23973009
2. Palmateer N, Kimber J, Hickman M, Hutchinson S, Rhodes T, Goldberg D. Evidence for the effectiveness of sterile injecting equipment provision in preventing hepatitis C and human immunodeficiency virus transmission among injecting drug users: a review of reviews. *Addiction*. 2010; 105(5):844–59. <https://doi.org/10.1111/j.1360-0443.2009.02888.x> PMID: 20219055
3. Tsui JI, Evans JL, Lum PJ, Hahn JA, Page K. Association of opioid agonist therapy with lower incidence of hepatitis C virus infection in young adult injection drug users. *JAMA Intern Med*. 2014; 174(12):1974–81. <https://doi.org/10.1001/jamainternmed.2014.5416> PMID: 25347412
4. Martin NK, Hickman M, Hutchinson SJ, Goldberg DJ, Vickerman P. Combination interventions to prevent HCV transmission among people who inject drugs: modeling the impact of antiviral treatment, needle and syringe programs, and opiate substitution therapy. *Clin Infect Dis*. 2013; 57 Suppl 2:S39–45.
5. Hagan H, Pouget ER, Des Jarlais DC. A systematic review and meta-analysis of interventions to prevent hepatitis C virus infection in people who inject drugs. *J Infect Dis*. 2011; 204(1):74–83. <https://doi.org/10.1093/infdis/jir196> PMID: 21628661
6. Turner KM, Hutchinson S, Vickerman P, Hope V, Craine N, Palmateer N, et al. The impact of needle and syringe provision and opiate substitution therapy on the incidence of hepatitis C virus in injecting drug users: pooling of UK evidence. *Addiction*. 2011; 106(11):1978–88. <https://doi.org/10.1111/j.1360-0443.2011.03515.x> PMID: 21615585
7. Abdul-Quader AS, Feelemyer J, Modi S, Stein ES, Briceno A, Semaan S, et al. Effectiveness of structural-level needle/syringe programs to reduce HCV and HIV infection among people who inject drugs: a systematic review. *AIDS Behav*. 2013; 17(9):2878–92. <https://doi.org/10.1007/s10461-013-0593-y> PMID: 23975473
8. Hagan H, McGough JP, Thiede H, Hopkins S, Duchin J, Alexander ER. Reduced injection frequency and increased entry and retention in drug treatment associated with needle-exchange participation in Seattle drug injectors. *J Subst Abuse Treat*. 2000; 19(3):247–52. PMID: 11027894
9. McCampbell SW RP. A Needle exchange program: What's in it for Police? [Newsletter]. Police Executive Research Forum2000 [Vol. 14, No. 10:[Available from: <https://www.cdph.ca.gov/programs/aids/Documents/SA14SubjecttoDebateArticle.pdf>
10. Harm Reduction Coalition. Syringe Exchange Programs: research shows they do not increase crime rates. 2006 [accessed November 17, 2017]; Available from: <http://harmreduction.org/wp-content/uploads/2012/01/SEPandCrimeFactSheet2006.pdf>
11. Peters PJ, Pontones P, Hoover KW, Patel MR, Galang RR, Shields J, et al. HIV Infection Linked to Injection Use of Oxymorphone in Indiana, 2014–2015. *N Engl J Med*. 2016; 375(3):229–39. <https://doi.org/10.1056/NEJMoa1515195> PMID: 27468059
12. Wejnert C, Hess KL, Hall HI, Van Handel M, Hayes D, Fulton P Jr., et al. Vital Signs: Trends in HIV Diagnoses, Risk Behaviors, and Prevention Among Persons Who Inject Drugs—United States. *MMWR Morb Mortal Wkly Rep*. 2016; 65(47):1336–42. <https://doi.org/10.15585/mmwr.mm6547e1> PMID: 27906906
13. Zibbell JE, Iqbal K, Patel RC, Suryaprasad A, Sanders KJ, Moore-Moravian L, et al. Increases in hepatitis C virus infection related to injection drug use among persons aged <= 30 years - Kentucky, Tennessee, Virginia, and West Virginia, 2006–2012. *MMWR Morb Mortal Wkly Rep*. 2015; 64(17):453–8. PMID: 25950251
14. Harris AM, Iqbal K, Schillie S, Britton J, Kainer MA, Tressler S, et al. Increases in Acute Hepatitis B Virus Infections—Kentucky, Tennessee, and West Virginia, 2006–2013. *MMWR Morb Mortal Wkly Rep*. 2016; 65(3):47–50. <https://doi.org/10.15585/mmwr.mm6503a2> PMID: 26821369
15. Des Jarlais DC, Nugent A, Solberg A, Feelemyer J, Mermin J, Holtzman D. Syringe Service Programs for Persons Who Inject Drugs in Urban, Suburban, and Rural Areas—United States, 2013. *MMWR Morb Mortal Wkly Rep*. 2015; 64(48):1337–41. <https://doi.org/10.15585/mmwr.mm6448a3> PMID: 26655918
16. Network NASE. Directory 2015 [Available from: <https://nasen.org/>
17. Canary L, Hariri S, Campbell C, Young R, Whitcomb J, Kaufman H, et al. Geographic disparities in access to syringe services programs among young people with hepatitis C virus infection in the U.S. *Clin Infect Dis*. 2017.
18. Statistics BoL. CPI Detailed Report, Data for November 2016 2016 [Available from: <https://www.bls.gov/cpi/detailed-report.htm>

19. Statistics BoL. Occupational Employment and Wages, May 2016: Community Health Workers 2016 [Available from: <https://www.bls.gov/oes/current/oes211094.htm>]
20. Statistics BoL. Occupational Employment and Wages, May 2016: Mental Health Counselors 2016 [Available from: <https://www.bls.gov/oes/current/oes211014.htm>]
21. Nguyen TQ, Weir BW, Des Jarlais DC, Pinkerton SD, Holtgrave DR. Syringe exchange in the United States: a national level economic evaluation of hypothetical increases in investment. *AIDS Behav.* 2014; 18(11):2144–55. <https://doi.org/10.1007/s10461-014-0789-9> PMID: 24824043
22. World Health Organization DoHA. Guide To Starting and Managing Needle and Syringe Programmes 2007 [Available from: [http://apps.who.int/iris/bitstream/10665/43816/1/9789241596275\\_eng.pdf](http://apps.who.int/iris/bitstream/10665/43816/1/9789241596275_eng.pdf)]
23. National Academies of Sciences E, and Medicine. A National Strategy for the Elimination of Hepatitis B and C: Phase Two Report. Washington, DC: The National Academies Press. 2017.
24. H.R.2029-Consolidated Appropriations Act, 2016, Pub. L. No. 114-113(2016).
25. Cepeda JA, Burgos JL, Kahn JG, Padilla R, Meza Martinez PE, Segovia LA, et al. Evaluating the impact of global fund withdrawal on needle and syringe provision, cost and use among people who inject drugs in Tijuana, Mexico: a costing analysis. *BMJ Open.* 2019; 9(1):e026298. <https://doi.org/10.1136/bmjopen-2018-026298> PMID: 30700490
26. Lurie P, Gorsky R, Jones TS, Shomphe L. An economic analysis of needle exchange and pharmacy-based programs to increase sterile syringe availability for injection drug users. *J Acquir Immune Defic Syndr Hum Retrovirol.* 1998; 18 Suppl 1:S126–32.
27. Services USDoHaH. Implementation Guidance to Support Certain Components of Syringe Services Programs, 2016. 2016.

## Data Summary

**Substance Abuse Treatment** - Big Bend Community Based Care (BBCB) is the designated Network Management agency for child welfare and substance abuse and mental health services in the Florida Department of Children and Families District 2. As such, BBCB is responsible for reporting the total number of individuals admitted for drug treatment in the District, which includes Leon, Gadsden, Franklin, Jefferson, Liberty, and Wakulla. The following table provide the total number of individuals that received substance abuse treatment in District 2 in FY 2019 and identified themselves as an injection drug user.

**Table #1. FY 2019 District 2 Substance Abuse Treatment Admissions for Injection Drug Use**

District 2 County	# of Clients Admitted to Treatment for Injection Drug Use
Leon	45*
Franklin	3
Gadsden	3
Jefferson	2
Liberty	2
Wakulla	9
<b>Total Clients Served</b>	<b>64</b>

\* 3 of the clients served in Leon County did not live in District 2.

*Source: Big Bend Community Based Care*

**Human immunodeficiency virus (HIV)** - HIV is a virus that is transmitted through certain body fluids and weakens the body's immune system. Over time, the body is unable to fight off infections and disease. No effective cure currently exists but with proper medical care, it can be controlled. HIV can eventually lead to the development of AIDS or acquired immunodeficiency syndrome.<sup>3</sup> The term diagnosis of HIV infection is defined by the Centers for Disease Control and Prevention (CDC) as a diagnosis of HIV infection regardless of the state of the disease (stage 0, 1, 2, 3 (AIDS), or unknown), and refers to all person with a diagnosis of HIV infection. The following table provides the total number and rate of new HIV diagnoses.

**Table #2. 2014-2018 HIV Cases, Rate Per 100,000 Population**

	Leon County			Florida		
	New Cases of HIV	Cases Transmitted by IDU*	Rate of HIV Infection	New Cases of HIV	Cases Transmitted by IDU*	Rate of Infection
<b>2018</b>	81	0	27.9	4,906	239	23.4
<b>2017</b>	64	0	21.9	4,766	185	23.2
<b>2016</b>	61	1	21.1	4,789	186	23.7
<b>2015</b>	72	0	25.2	4,679	192	23.5
<b>2014</b>	70	0	24.8	4,588	202	23.4

\* Injection Drug Use (IDU)

*Source: Florida Department of Health, Community Health Assessment Resource Tool Set (CHARTS)*



**Viral Hepatitis** - Hepatitis means swelling or inflammation of the liver most commonly caused by the Hepatitis A, B, and C viruses. Currently, there are highly effective vaccines for Hepatitis A and B, but not for Hepatitis C. Methods of transmission for these viruses are as follows:

- Hepatitis A is spread when a person ingests fecal matter—even in microscopic amounts—from contact with objects, food, or drinks contaminated by feces or stool from an infected person.
- Hepatitis B is transmitted when blood, semen or other bodily fluids from an infected person enters the body of someone who is not infected.
- Hepatitis C is spread when blood from a person infected with the Hepatitis C virus – even in microscopic amounts – enters the body of someone who is not infected.

The following tables provide the total number and rate of new Hepatitis diagnosis.

**Table #3. Hepatitis A, Rate Per 100,000 Population**

	Leon		Florida	
	New Cases of Hep. A	Rate of Infection	New Cases of Hep. A	Rate of Infection
<b>2018</b>	1	0.3	548	2.6
<b>2017</b>	0	0.0	276	1.3
<b>2016</b>	0	0.0	122	0.6
<b>2015</b>	2	0.7	122	0.6
<b>2014</b>	1	0.4	107	0.5

**Table #4 Hepatitis B, Rate Per 100,000 Population**

	Leon		Florida	
	New Cases of Hep. B	Rate of Infection	New Cases of Hep. B	Rate of Infection
<b>2018</b>	2	0.7	783	3.7
<b>2017</b>	6	2.1	745	3.6
<b>2016</b>	0	0	709	3.5
<b>2015</b>	1	0.4	519	2.6
<b>2014</b>	3	1.1	408	2.1

**Table #5. Hepatitis C, Rate Per 100,000 Population**

	Leon		Florida	
	New Cases of Hep. C	Rate of Infection	New Cases of Hep. C	Rate of Infection
<b>2018</b>	2	0.7	485	2.3
<b>2017</b>	3	1	405	2
<b>2016</b>	1	0.3	301	1.5
<b>2015</b>	0	0	210	1.1
<b>2014</b>	0	0	183	0.9

*Source: Florida Department of Health, Community Health Assessment Resource Tool Set (CHARTS)*



**Drug Overdose Deaths** – Drug overdose deaths are fatalities where drugs were identified as the cause of death by a district medical examiner. Opioid overdose deaths more specifically refer to fatalities where an opioid has determined to be the cause of death. The term opioid refers to drugs like oxycodone, hydrocodone, methadone, morphine and fentanyl, commonly prescribed to relieve pain, as well as illicitly produced and sold substances like heroin. The following table provides data regarding drug overdose and opioid deaths as reported to the Florida Medical Examiners Commission.

**Table #6. 2015-2017 Drug Overdose & Opioid Overdose Deaths, Rate Per 100,000 Population**

	Leon				Florida			
	Drug Overdose Deaths	Drug Overdose Death Rate	Opioid Overdose Deaths	Opioid Overdose Death Rate	Drug Overdose Deaths	Drug Overdose Death Rate	Opioid Overdose Deaths	Opioid Overdose Death Rate
<b>2017</b>	27	10.5	16	6	5,391	27.2	4,280	21.8
<b>2016</b>	33	12.4	19	6.5	4,884	25	3,923	20.3
<b>2015</b>	16	5.9	10	4	3,241	16.6	2,538	13.1

*Source: Florida Department of Health, Opioid Use Dashboard*

**NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, December 10, 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 8 OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; ADDING A NEW ARTICLE IV ESTABLISHING A SYRINGE EXCHANGE PROGRAM PURSUANT TO FLORIDA STATUTES SECTION 381.0038(4); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse  
301 S. Monroe St., 5th Floor Reception Desk  
Tallahassee, Florida 32301

and

Leon County Clerk's Office  
315 S. Calhoun Street, Room 750  
Tallahassee, Florida 32301

Advertise: November 29, 2019

**Leon County**  
**Board of County Commissioners**  
**Notes for Agenda Item #34**

# Leon County Board of County Commissioners

## Agenda Item #34

December 10, 2019

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

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

**Title:** Adoption Public Hearing on the 2019 Out-of-Cycle Comprehensive Plan Amendment

<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Benjamin H. Pingree, Director, Planning, Land Management, and Community Enhancement (PLACE) Cherie Bryant, Director, Planning Department
<b>Lead Staff/ Project Team:</b>	Artie White, Administrator of Comprehensive Planning

### **Statement of Issue:**

This item requests the Board conduct the County Adoption Public Hearing on the 2019 Out-of-Cycle amendment to the Tallahassee-Leon County Comprehensive Plan. This text amendment would ensure consistency between a proposed County Ordinance on Solar Energy Systems and the Comprehensive Plan as required by Florida law.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Conduct the adoption Public Hearing and adopt the proposed Ordinance (Attachment #1), thereby adopting the text amendment to the Tallahassee-Leon County 2030 Comprehensive Plan.

## Report and Discussion

### **Background:**

Adoption of the proposed Comprehensive Plan Text Amendment to the Glossary and the Land Use Element (Attachment #1), advances the following FY2017-FY2021 Strategic Initiative:

- *Pursue NACo's SolSmart designation. (2018-4)*

This particular Strategic Initiative aligns with the Board's Environmental Strategic Priorities:

- *(EN3) Promote orderly growth and sustainable practices.*
- *(EN4) Reduce our carbon footprint.*

The purpose of the Public Hearing is to adopt a proposed text amendment to the Glossary and Land Use Element of the Tallahassee-Leon County 2030 Comprehensive Plan, that provides for a classification of solar energy systems as "Light Infrastructure" and affirmatively allows Light Infrastructure as a permitted use within the Rural/Agriculture land use category. If adopted, the amendment would be submitted to the State Land Planning Agency and other reviewing agencies. Text amendments require two public hearings (a Transmittal Public Hearing and an Adoption Public Hearing). The County held the Transmittal Public Hearing for the text amendment on July 9, 2019.

Because the proposed text amendment is to the Joint Tallahassee-Leon County 2030 Comprehensive Plan, the amendment must be approved by both the Board and the City Commission consistent with Policy 1.8.1 of the Intergovernmental Coordination Element. The Adoption Public Hearing for the City Commission will be held on December 4, 2019.

### **Full 2019 Out-of-Cycle Amendment Schedule:**

Local Planning Agency – Recommendation of Initiation	May 7, 2019
County Initiation	June 18, 2019
Local Planning Agency Public Hearing	July 8, 2019
County Transmittal Public Hearing	July 9, 2019
City Transmittal Public Hearing	July 10, 2019
City Adoption Public Hearing	December 4, 2019
County Adoption Public Hearing	December 10, 2019

### **Analysis:**

#### **Adoption Public Hearing - Text Amendment**

The text amendment for the 2019 Out-of-Cycle Comprehensive Plan Amendment Cycle includes:

- *Glossary and Land Use Element*

**LTA 2019 01: Solar Energy Systems**

***Applicant: Tallahassee-Leon County Planning Department***

***TLCPD Staff: Stephen Hodges***

**Text Amendment:** The proposed text amendment to the Comprehensive Plan Glossary and the Land Use Element provides for a classification of solar energy systems as “Light Infrastructure” and affirmatively allows Light Infrastructure as a permitted use within the Rural/Agriculture land use category, subject to design standards that preserve the rural character of these areas. This text amendment would ensure consistency between a proposed County Ordinance on Solar Energy Systems, to be considered at the Board’s December 10<sup>th</sup> and January 28<sup>th</sup> meetings, and the Comprehensive Plan as required by Florida law.

The staff report for this text amendment is included as Attachment #2. Recommendations for the proposed Comprehensive Plan text amendment are as follows:

- Staff recommendation on proposed amendment: Approve
- Local Planning Agency recommendation on proposed amendment: Approve.

The Public Hearing has been publicly noticed consistent with the requirements of Florida Statutes (Attachment #3).

**Options:**

1. Conduct the adoption Public Hearing and adopt the proposed Ordinance (Attachment #1), thereby adopting the text amendment to the Tallahassee-Leon County 2030 Comprehensive Plan.
2. Conduct the adoption Public Hearing and do not adopt the proposed Ordinance (Attachment #1), thereby not adopting the text amendment to the Tallahassee-Leon County 2030 Comprehensive Plan.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Proposed Ordinance amending the 2030 Tallahassee-Leon County Comprehensive Plan
2. LTA 2019 01 – Solar Energy Systems Staff Report
3. Public Hearing Notice

**LEON COUNTY ORDINANCE NO.**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF  
LEON COUNTY, FLORIDA, AMENDING THE 2030 TALLAHASSEE-LEON  
COUNTY COMPREHENSIVE PLAN; ADOPTING AN AMENDMENT TO  
THE GLOSSARY AND LAND USE ELEMENT; PROVIDING FOR  
APPLICABILITY AND EFFECT; PROVIDING FOR CONFLICTS;  
PROVIDING FOR SEVERABILITY; PROVIDING FOR A COPY TO BE ON  
FILE WITH THE TALLAHASSEE-LEON COUNTY PLANNING  
DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**RECITALS**

WHEREAS, Chapters 125 and 163, Florida Statutes, empowers the Board of County Commissioners of Leon County to prepare and enforce comprehensive plans for the development of the County; and

WHEREAS, Sections 163.3161 through 163.3215, Florida Statutes, the Community Planning Act, empowers and requires the Board of County Commissioners of Leon County to (a) plan for the County's future development and growth; (b) adopt and amend comprehensive plans, or elements or portions thereof, to guide the future growth and development of the County; (c) implement adopted or amended comprehensive plans by the adoption of appropriate land development regulations; and (d) establish, support, and maintain administrative instruments and procedures to carry out the provisions and purposes of the Act; and

WHEREAS, Ordinance 90-30 was enacted on July 16, 1990, to adopt the Tallahassee-Leon County 2010 Comprehensive Plan for the unincorporated area of Leon County. The City of Tallahassee also adopted a plan for its municipal area by separate ordinance; and

WHEREAS, the horizon year for the Tallahassee-Leon County Comprehensive Plan is now 2030 and the Comprehensive Plan is now known as the Tallahassee-Leon County 2030 Comprehensive Plan; and

1 WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board of County  
2 Commissioners of Leon County has held several public work sessions, public meetings, and public  
3 hearings on the proposed amendment to the comprehensive plan, with due public notice having been  
4 provided, to obtain public comment, and has considered all written and oral comments received  
5 during said work sessions, public meetings and public hearings; and

6 WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board of County  
7 Commissioners of Leon County transmitted copies of the proposed amendment to the comprehensive  
8 plan to the Department of Economic Opportunity as the State Land Planning Agency and other state  
9 and regional agencies for written comment; and

10 WHEREAS, pursuant to Section 163.3184, Florida Statutes, the Board of County  
11 Commissioners of Leon County held a public hearing with due public notice having been provided on  
12 the proposed amendment to the comprehensive plan; and

13 WHEREAS, the Board of County Commissioners of Leon County further considered all oral  
14 and written comments received during such public hearing, including the data collection and analyses  
15 packages, the recommendations of the Tallahassee-Leon County Local Planning Agency, and the  
16 Objections, Recommendations, and Comments Report of the Department of Economic Opportunity;  
17 and

18 WHEREAS, in exercise of its authority, the Board of County Commissioners of Leon County  
19 has determined it necessary and desirable to adopt the amendment to the comprehensive plan to  
20 preserve and enhance present advantages; encourage the most appropriate use of land, water and  
21 resources, consistent with the public interest; overcome present handicaps; and deal effectively with  
22 future problems that may result from the use and development of land within Leon County, and to  
23 meet all requirements of law;



BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

**Section 1. Purpose and Intent.**

This Ordinance is hereby enacted to carry out the purpose and intent of, and exercise the authority set out in the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes, as amended.

**Section 2. Text Amendment.**

The Ordinance does hereby adopt the following portion of the text attached hereto as Exhibit “A,” and made a part hereof, as an amendment to the Tallahassee-Leon County 2030 Comprehensive Plan, as amended, and does hereby amend “The Tallahassee-Leon County 2030 Comprehensive Plan,” as amended, in accordance therewith, being an amendment to the following Plan element:

Text Amendment LTA 2019-01, which relates to the Glossary and Land Use Element.

**Section 3. Applicability and Effect.**

The applicability and effect of this amendment to the 2030 Comprehensive Plan shall be as provided by the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes, and this Ordinance, and shall apply to all properties under the jurisdiction of Leon County.

**Section 4. Conflict with Other Ordinances and Codes.**

All ordinances or parts of ordinances of the Code of Laws of Leon County, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

**Section 5. Severability.**

If any word, phrase, clause, section, or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 6. Copy on File.**

To make the Tallahassee-Leon County 2030 Comprehensive Plan available to the public, a certified copy of the enacting ordinance, as well as certified copies of the Tallahassee-Leon County 2030 Comprehensive Plan and these updates thereto, shall also be located in the Tallahassee-Leon County Planning Department. The Planning Director shall also make copies available to the public for a reasonable publication charge.

**Section 7. Effective Date.**

The effective date of these plan amendments shall be according to law and the applicable statutes and regulations pertaining thereto.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 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

### *Glossary*

#### **LIGHT INFRASTRUCTURE:** (EFF. 7/16/90)

Water wells, water tanks, sewage pump stations, electric substations, and solar power stations and systems.

#### **HEAVY INFRASTRUCTURE:** (EFF. 7/16/90; REV. EFF. 12/24/10)

Government operational facilities, which have significant off-site impacts. Also included are such facilities operated by semi-public or private utility providers. These facilities shall include but are not limited to:

Waste-to-energy facilities  
Sludge disposal facilities  
Materials recovery facilities  
Incinerators  
Sanitary sewer facilities  
Correctional facilities  
Sanitary sewer percolation ponds  
Water treatment plants  
Sewage treatment plants  
Outdoor storage facilities  
Airports Vehicle maintenance facilities  
~~Electric generating facilities~~  
Power generating stations (non-solar powered)  
Solid waste transfer station  
Correctional facilities  
Landfills

### *Land Use Element*

#### ***Policy 2.2.1: [L]*** **RURAL/AGRICULTURE**

##### **INTENT**

Leon County's agricultural and silvicultural lands have a long and productive history. They have served as both a source of food and materials for urbanized areas of the County and as a significant economic engine for the region. Decades of suburbanization have dramatically reduced the amount of arable land available for agriculture and silviculture within the County. These lands are now at a premium and require protection to ensure that they remain viable, unfragmented, and productive for future generations.

The intent of the Rural category is to maintain and promote agriculture, silviculture, and natural resource-based activities, to preserve natural systems and ecosystem functions, and to protect the scenic vistas and pastoral development patterns that typify Leon County's rural areas. Typical land uses within this category shall include agriculture, silviculture, and natural resource-based activities. Due to the very low intensity development pattern that is intended for the category, urban services are not planned or programmed for the area. To promote infill and redevelopment within the Urban Service Area (USA) and Rural

Communities, higher density residential, and non-residential activities that are not functionally related to and supportive of agriculture, silviculture and other natural resource based activities shall be prohibited within the Rural category.

#### ALLOWABLE USES, DENSITIES, AND INTENSITIES

##### 1. Residential

The Rural category shall allow for single family residential uses at a maximum density of one (1) dwelling unit per ten (10) gross acres.

##### 2. Non-residential

Agriculture, silviculture, and other natural resource based activities shall comprise the primary non-residential uses within the Rural category.

Consistent with Florida's Right to Farm Act, bona-fide agricultural uses, on land classified as agricultural land by the Leon County Property Appraiser, shall not be subject to a non-residential intensity limitation.

Non-residential uses functionally related to and directly in support of agricultural, silvicultural, and other natural resource based activities, including ecotourism activities, maybe permitted at a maximum intensity of 2,000 sq. ft. per gross acre. The location of such uses shall be limited to the intersection of major collector and arterial or arterial and arterial designated roadways. Total development at any one intersection shall not exceed 10,000 sq. ft.

To ensure that such uses are developed in a manner that is compatible with the rural nature of the area, additional standards and limitations shall be included in the land development code.

##### 3. Community and Recreational Facilities

Community services, ~~light infrastructure~~, and recreational uses may be permitted provided they are compatible with the natural and rural surroundings. Facilities associated with these uses may be permitted at a maximum intensity of 2,000 sq. ft. per gross acre.

Active recreational uses not functionally related to or supportive of agriculture, silviculture, natural resource based, or ecotourism activities, including, but not limited to golf courses, drag strips, and racetracks for motorized vehicles, are prohibited.

To ensure that such uses are developed in a manner that is compatible with the rural nature of the area, additional design standards and limitations shall be included in the land development code.

#### SPECIAL CONDITIONS

The following special conditions shall apply to the Rural future land use category:

1. Development proposals within the Rural area shall be evaluated for compatibility with adjacent agricultural uses and shall consider the land management activities associated with such uses. Development that is incompatible with agricultural uses, or has the potential to fragment, encroach upon, or displace such uses, shall not be permitted.

2. Property within the Rural category shall not be converted to a more intense land use category unless the subject site adjoins the Urban Service Area or a designated Rural Community.

3. Non-residential development and light infrastructure shall be subject to design standards that preserve the scenic and rural character of this category and protect existing rural

residential development from offsite impacts of non-residential development. Design standards shall include, but not be limited to, signage, lighting, parking, landscape buffers, and building materials.

4. Existing uses and structures listed on the local or national historic register at the time of adoption of this amendment shall be considered conforming.

#### *Land Use Element*

#### ***Policy 2.2.20: [L]***

#### **AGRICULTURE/SILVICULTURE/CONSERVATION**

Conserving large tracts of plantation and former plantation land, forest land, agriculture and silviculture lands and wildlife and conservation and recreational hunting areas is an efficient means of protecting natural resources that constitute important physical, social, aesthetic and economic assets to all of the residents of Leon County. The expansion of urban development into agriculture/ silviculture/ conservation areas creates conflicts between farm and urban activities that encourage the premature conversion of agricultural and silvicultural land to other uses, and results in the loss of open space and natural beauty. The designation of land as ASC substantially protects the continued existence of the land for agriculture, silviculture, forest wildlife conservation and recreational hunting purposes, and otherwise promotes the public health, safety and general welfare of the residents of Leon County.

Extensions of Community Services (libraries, religious facilities, and police/fire stations) and Light Infrastructure (water wells, water tanks, sewage pump stations, and electric substations) within all ASC areas is allowed. Solar energy systems shall be limited to building-mounted solar systems and accessory ground-mounted solar systems. Utility-scale solar systems shall be prohibited in areas designated Agriculture/Silviculture/Conservation on the Future Land Use Map. Very low residential density not to exceed 1 unit per 10 acres, is also allowed within the entire ASC land use category. Accessory uses directly associated with the operation of agriculture, silvicultural, wildlife conservation, recreational hunting and permitted residential uses shall be allowed.

Areas which meet the criteria for inclusion in the ASC category include, but are not limited to the tracts known as Foshalee, Cherokee and Horseshoe plantations, and the Tall Timbers Research, Inc. ownerships. These large-ownership properties are in the Rural Zoning District and some of the smaller portions of the properties within the District currently have minor commercial uses or have had such in the past. In recognition of the existence of those uses, the need to provide nodes of non-residential land use between long distances of rural plantation lands to serve the needs of pass-by traffic, and the need for a potential expansion of similar uses such as office uses that are currently not permitted in the Rural Land Use District portions of the properties lying within the ASC Land Use Category may be developed utilizing the Planned Unit Development process for rezoning to allow the expansion of uses permitted within a special development district provided that the proposed ASC PUD meets and addresses the following criteria:

(A) The development parcel and Planned Unit Development is located in only one quadrant of the intersection of a Minor Collector or Major Collector and an Arterial Roadway of parcels in excess of 200 acres in size; and

(B) Other quadrants must be dedicated as a conservation easement in perpetuity.

- (C) The arterial road frontage of the lands surrounding the proposed development remains in its natural state for a minimum of 500 feet from the right of way in a Conservation Easement;
- (D) The development area for the non-residential component of the PUD is a maximum of 30 acres; and
- (E) The area to be dedicated as a Conservation Easement in perpetuity is conveyed prior to the issuance of Environmental Management permits; and
- (F) The following site plan and design criteria are incorporated into the overall PUD:
- (1) Parking is buffered from the adjacent roadways;
  - (2) Clustering of buildings and parking areas is utilized; and
  - (3) A maximum of 10,000 square feet per structure not to exceed 50,000 gross square feet in total of nonresidential is provided; and
  - (4) Asphalt/concrete areas are minimized by providing grassed overflow parking, etc.; and
  - (5) A limitation to a maximum of 30% total impervious area is utilized; and
  - (6) Maximum building height is limited to two (2) stories; and
  - (7) The overall PUD site is limited to one access entrance to the arterial roadway and one access to the collector roadway and provides internal connection to the overall parent parcel; and
  - (8) There is an architecturally consistent theme that reflects the regional plantation vernacular throughout the development; and
  - (9) The development incorporates an overall infrastructure plan (sewer, water, fire, sheriff, garbage, etc.) designed to serve the proposed development without extending existing services; and
  - (10) Retail uses are limited to tourist-related retail, convenience stores (including gasoline sales), restaurants, and hotel/motel lodging. Office uses are limited to civic and social organizations, offices serving primarily rural and agricultural/silvicultural needs, membership sports and recreations clubs, cultural and educational retreat facilities, and research and testing services related to agriculture/silviculture and plantations. Recreational uses are limited to museums, art galleries, and botanical and zoological gardens.





**2019 Comprehensive Plan Amendment Cycle**  
LTA 2019 01  
Solar Energy Systems

SUMMARY		
Applicant:	Proposed Change	TLCPD Recommendation:
Tallahassee-Leon County Planning Department	Classification of solar energy systems as “Light Infrastructure”	<b>Approve</b>
TLCPD Staff:	Comprehensive Plan Element	Local Planning Agency Recommendation:
Artie White	Glossary Land Use Element	<b>Approve</b>
Contact Information:	Policy Number(s)	
artie.whitie@talgov.com (850) 891-6400	Glossary, Policy 2.2.1, and Land Use Matrix	
<b>Date:</b> June 6, 2019	<b>Updated:</b> August 21, 2019	

**A. SUMMARY:**

The proposed text amendment to the Comprehensive Plan Glossary and the Land Use Element provides for a classification of solar energy systems as “Light Infrastructure” and affirmatively allows Light Infrastructure as a permitted use within the Rural/Agriculture land use category, subject to design standards that preserve the rural character of these areas. This text amendment would ensure consistency between a proposed County Ordinance on Solar Energy Systems and the Comprehensive Plan as required by Florida law.

**B. RECOMMENDATION:**

Approve.

**C. PROPOSED POLICY CHANGE:**

See attachment #1



#### **D. APPLICANT'S REASON FOR THE AMENDMENT:**

On May 7, 2019, the Local Planning Agency recommended that the Leon County Board of County Commissioners initiate the proposed amendment. The proposed amendment was initiated by the Leon County Board of County Commissioners on June 18, 2019.

#### **E. STAFF ANALYSIS**

##### History and Background

The proposed text amendment to the Comprehensive Plan Glossary and the Land Use Element provides for a classification of solar energy systems as "Light Infrastructure" and affirmatively allows Light Infrastructure as a permitted use within the Rural/Agriculture land use category, subject to design standards that preserve the rural character of these areas.

The proposed text amendment to the Comprehensive Plan also resolves an internal inconsistency with the County Land Use Development Matrix in the Land Use Element and the Rural Land Use Category (Policy 2.2.1 [L]). The County Land Development Matrix currently indicates that Heavy Infrastructure is allowed in the Rural Land Use Category; however, the Rural/Agriculture Land Use Category (Policy 2.2.1 [L]) and the implementing zoning district do not allow Heavy Infrastructure. The Land Development Matrix is a pictorial representation of existing policies in the Comprehensive Plan; therefore, the proposed text amendment does not change whether Heavy Infrastructure is allowable in the Rural land use, but amends the matrix to represent the existing Rural land use policy.

The proposed text amendment would resolve this inconsistency by clarifying that Light Infrastructure (including solar energy systems) is permitted in the Rural land use category and that Heavy Infrastructure is prohibited. This is also consistent with the implementing Rural Zoning District.

The proposed text amendment also clarifies that although Light Infrastructure (including solar energy systems) is permitted in areas designated Agriculture/Silviculture/Conservation on the Future Land Use Map, utility-scale solar systems are prohibited.

##### Previous County Commission Consideration

The proposed Comprehensive Plan Text Amendment is essential to the following FY2017-FY2021 Strategic Initiative:

- *Pursue NACo's SolSmart designation. (2018-4)*

This designation is offered by the National Associations of Counties (NACo), an institutional partner of SolSmart. SolSmart is a national designation and technical assistance program for local governments funded by the U.S. Department of Energy that promotes the use of best practices by local governments to ensure greater ease and affordability for residents and businesses to install and access solar energy.

This particular Strategic Initiative aligns with the Board's Environmental Strategic Priorities:

- *(EN3) Promote orderly growth and sustainable practices.*
- *(EN4) Reduce our carbon footprint.*

#### Previous City Commission Consideration

On February 20, 2019, the City Commission adopted Resolution No. 19-R-04 supporting 100% clean renewable energy in Tallahassee by 2050.

The proposed amendment does not affect the ability of the City to provide solar energy projects, such as the solar facility located at the Tallahassee International Airport. In most cases, the City will seek a Future Land Use Designation of Government/Operations in order to develop a power generating facility as the City's electric services are owned by the City and the Government/Operations category is intended for government owned lands.

#### **F. STAFF REPORT UPDATE**

Below is a list of all public meetings and actions taken by appointed or elected bodies in consideration of this proposed amendment:

2019 Out-of-Cycle Meetings		Dates	Time and Locations
<b>x</b>	Local Planning Agency Meeting	May 7, 2019	6:00 PM, Second Floor, Frenchtown Renaissance Center
<b>x</b>	Initiation of Out-of-Cycle Amendment	June 18, 2019	3:00 PM, Fifth Floor, Leon County Courthouse
<b>x</b>	Local Planning Agency Public Hearing	July 8, 2019	6:00 PM, Second Floor, Frenchtown Renaissance Center
<b>x</b>	County Transmittal Public Hearing	July 9, 2019	6:00 PM, Fifth Floor, Leon County Courthouse
<b>x</b>	City Transmittal Public Hearing	July 10, 2019	6:00 PM, City Commission Chambers, City Hall
	City Adoption Public Hearing	December 4, 2019	6:00 PM, City Commission Chambers, City Hall
	County Adoption Public Hearing	December 10, 2019	6:00 PM, Fifth Floor, Leon County Courthouse

**Local Planning Agency Public Hearing – July 8, 2019:** The Local Planning Agency voted to recommend approval of the proposed Comprehensive Plan text amendment, consistent with the staff recommendation.

**County Transmittal Public Hearing** – The Board of County Commissioners voted to transmit the proposed amendment to the State Land Planning Agency and other review agencies.

**City Transmittal Public Hearing** – The City Commission voted to transmit the proposed amendment to the State Land Planning Agency and other review agencies.

**CONCLUSION:**

Based on the above analysis, Planning Department staff recommends approval of the amendment request for the following reasons:

- Consistency with Comprehensive Plan policies
- Consistency with Land Development Code policies
- Supportive of Board of County Commissioners strategic initiatives and City Commission Priorities.

**H. ATTACHMENTS:**

1. Proposed text amendment.



**2019 Out of Cycle Comprehensive Plan  
Amendment  
LTA201901  
Solar Energy Systems**

**Attachment #1**

**Proposed Text Amendments**

## *Glossary*

### **LIGHT INFRASTRUCTURE:** (EFF. 7/16/90)

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Incinerators  
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Correctional facilities  
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Water treatment plants  
Sewage treatment plants  
Outdoor storage facilities  
Airports Vehicle maintenance facilities  
~~Electric generating facilities~~  
Power generating stations (non-solar powered)  
Solid waste transfer station  
Correctional facilities  
Landfills

## *Land Use Element*

### ***Policy 2.2.1: [L]***

#### **RURAL/AGRICULTURE**

##### **INTENT**

Leon County's agricultural and silvicultural lands have a long and productive history. They have served as both a source of food and materials for urbanized areas of the County and as a significant economic engine for the region. Decades of suburbanization have dramatically reduced the amount of arable land available for agriculture and silviculture within the County. These lands are now at a premium and require protection to ensure that they remain viable, unfragmented, and productive for future generations.

The intent of the Rural category is to maintain and promote agriculture, silviculture, and natural resource-based activities, to preserve natural systems and ecosystem functions, and to protect the scenic vistas and pastoral development patterns that typify Leon County's rural areas. Typical land uses within this category shall include agriculture, silviculture, and natural resource-based activities. Due to the very low intensity development pattern that is intended for the category, urban services are not planned or programmed for the area. To promote infill and redevelopment within the Urban Service Area (USA) and Rural Communities, higher density residential, and non-residential activities that are not

functionally related to and supportive of agriculture, silviculture and other natural resource based activities shall be prohibited within the Rural category.

#### ALLOWABLE USES, DENSITIES, AND INTENSITIES

##### 1. Residential

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To ensure that such uses are developed in a manner that is compatible with the rural nature of the area, additional standards and limitations shall be included in the land development code.

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To ensure that such uses are developed in a manner that is compatible with the rural nature of the area, additional design standards and limitations shall be included in the land development code.

#### SPECIAL CONDITIONS

The following special conditions shall apply to the Rural future land use category:

1. Development proposals within the Rural area shall be evaluated for compatibility with adjacent agricultural uses and shall consider the land management activities associated with such uses. Development that is incompatible with agricultural uses, or has the potential to fragment, encroach upon, or displace such uses, shall not be permitted.

2. Property within the Rural category shall not be converted to a more intense land use category unless the subject site adjoins the Urban Service Area or a designated Rural Community.

3. Non-residential development and light infrastructure shall be subject to design standards that preserve the scenic and rural character of this category and protect existing rural residential development from offsite impacts of non-residential development. Design

standards shall include, but not be limited to, signage, lighting, parking, landscape buffers, and building materials.

4. Existing uses and structures listed on the local or national historic register at the time of adoption of this amendment shall be considered conforming.

*Land Use Element*

***Policy 2.2.20: [L]***  
**AGRICULTURE/SILVICULTURE/CONSERVATION**

Conserving large tracts of plantation and former plantation land, forest land, agriculture and silviculture lands and wildlife and conservation and recreational hunting areas is an efficient means of protecting natural resources that constitute important physical, social, aesthetic and economic assets to all of the residents of Leon County. The expansion of urban development into agriculture/ silviculture/ conservation areas creates conflicts between farm and urban activities that encourage the premature conversion of agricultural and silvicultural land to other uses, and results in the loss of open space and natural beauty. The designation of land as ASC substantially protects the continued existence of the land for agriculture, silviculture, forest wildlife conservation and recreational hunting purposes, and otherwise promotes the public health, safety and general welfare of the residents of Leon County.

Extensions of Community Services (libraries, religious facilities, and police/fire stations) and Light Infrastructure (water wells, water tanks, sewage pump stations, and electric substations) within all ASC areas is allowed. Solar energy systems shall be limited to building-mounted solar systems and accessory ground-mounted solar systems. Utility-scale solar systems shall be prohibited in areas designated Agriculture/Silviculture/Conservation on the Future Land Use Map. Very low residential density not to exceed 1 unit per 10 acres, is also allowed within the entire ASC land use category. Accessory uses directly associated with the operation of agriculture, silvicultural, wildlife conservation, recreational hunting and permitted residential uses shall be allowed.

Areas which meet the criteria for inclusion in the ASC category include, but are not limited to the tracts known as Foshalee, Cherokee and Horseshoe plantations, and the Tall Timbers Research, Inc. ownerships. These large-ownership properties are in the Rural Zoning District and some of the smaller portions of the properties within the District currently have minor commercial uses or have had such in the past. In recognition of the existence of those uses, the need to provide nodes of non-residential land use between long distances of rural plantation lands to serve the needs of pass-by traffic, and the need for a potential expansion of similar uses such as office uses that are currently not permitted in the Rural Land Use District portions of the properties lying within the ASC Land Use Category may be developed utilizing the Planned Unit Development process for rezoning to allow the expansion of uses permitted within a special development district provided that the proposed ASC PUD meets and addresses the following criteria:

- (A) The development parcel and Planned Unit Development is located in only one quadrant of the intersection of a Minor Collector or Major Collector and an Arterial Roadway of parcels in excess of 200 acres in size; and
- (B) Other quadrants must be dedicated as a conservation easement in perpetuity.
- (C) The arterial road frontage of the lands surrounding the proposed development remains in its natural



state for a minimum of 500 feet from the right of way in a Conservation Easement;

(D) The development area for the non-residential component of the PUD is a maximum of 30 acres; and

(E) The area to be dedicated as a Conservation Easement in perpetuity is conveyed prior to the issuance of Environmental Management permits; and

(F) The following site plan and design criteria are incorporated into the overall PUD:

- (1) Parking is buffered from the adjacent roadways;
- (2) Clustering of buildings and parking areas is utilized; and
- (3) A maximum of 10,000 square feet per structure not to exceed 50,000 gross square feet in total of nonresidential is provided; and
- (4) Asphalt/concrete areas are minimized by providing grassed overflow parking, etc.; and
- (5) A limitation to a maximum of 30% total impervious area is utilized; and
- (6) Maximum building height is limited to two (2) stories; and
- (7) The overall PUD site is limited to one access entrance to the arterial roadway and one access to the collector roadway and provides internal connection to the overall parent parcel; and
- (8) There is an architecturally consistent theme that reflects the regional plantation vernacular throughout the development; and
- (9) The development incorporates an overall infrastructure plan (sewer, water, fire, sheriff, garbage, etc.) designed to serve the proposed development without extending existing services; and
- (10) Retail uses are limited to tourist-related retail, convenience stores (including gasoline sales), restaurants, and hotel/motel lodging. Office uses are limited to civic and social organizations, offices serving primarily rural and agricultural/silvicultural needs, membership sports and recreations clubs, cultural and educational retreat facilities, and research and testing services related to agriculture/silviculture and plantations. Recreational uses are limited to museums, art galleries, and botanical and zoological gardens.



# Notice of Comprehensive Plan Amendment Public Hearing

**County Commission  
Adoption Public Hearing  
Tuesday, December 10, 2019 At 6 pm  
5th Floor - Leon County Courthouse**

At the above public hearing the Board of County Commissioners will take public comments on and consider adoption of the following Ordinance, which adopts the text amendment in this advertisement. The Ordinance titled is included below.

## **ORDINANCE NO. 19- \_\_\_\_\_**

**AN ORDINANCE OF THE BOARD OF  
COUNTY COMMISSIONERS OF LEON  
COUNTY, FLORIDA, AMENDING THE  
2030 TALLAHASSEE-LEON COUNTY  
COMPREHENSIVE PLAN; ADOPTING  
AN AMENDMENT TO THE GLOSSARY  
AND LAND USE ELEMENT; PROVIDING  
FOR APPLICABILITY AND EFFECT;  
PROVIDING FOR CONFLICTS;  
PROVIDING FOR SEVERABILITY;  
PROVIDING FOR A COPY TO BE ON  
FILE WITH THE TALLAHASSEE-LEON  
COUNTY PLANNING DEPARTMENT; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

### *Requested Text Amendment:*

Solar Energy Systems

### *Reference Number:*

LTA 2019 01

### *Applicant:*

Tallahassee-Leon County Planning Dept.

The proposed text amendment to the Comprehensive Plan Glossary and the Land Use Element provides for a classification of solar energy systems as "Light Infrastructure" and affirmatively allows Light Infrastructure as a permitted use within the Rural/Agriculture land use category, subject to design standards that preserve the rural character of these areas.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinances and resolutions. The application, ordinances and resolutions are on file at the Tallahassee-Leon County Planning Department, 3rd floor, Frenchtown Renaissance Center, 435 N. Macomb Street, Tallahassee, Florida and may be reviewed between 8:00 A.M. and 5:00 P.M. For further information please call 891-6400.

The purpose of the hearing is to consider Cycle 2019 amendments to the Tallahassee-Leon County Comprehensive Plan. The Plan provides a blueprint of how the community is intended to develop over the next 15-20 years. The plan amendments may be inspected by the public at the Tallahassee-Leon County Planning Department, located on the third floor of the Frenchtown Renaissance Center, 435 North Macomb Street, Tallahassee, Florida, during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. For more information, contact the Planning Department at (850) 891-6400.

If you have a disability requiring accommodations, please call the Tallahassee-Leon County Planning Department at least three (3) working days prior to the hearing. The phone number for the Florida Relay TDD Service is 1-800-955-8771.

**NOTICE: PLEASE BE ADVISED** that if a person decides to appeal any decision made by the City Commission 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 a verbatim record of the proceedings is made, which record indicates the testimony and evidence upon which the appeal is to be based. The County Commission does not provide or prepare such a record. See Section 286.0105, Florida Statutes.

**Leon County  
Board of County Commissioners**

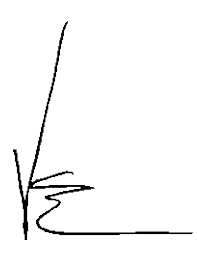
**Notes for Agenda Item #35**

# Leon County Board of County Commissioners

## Agenda Item #35

December 10, 2019

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

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

**Title:** First of Two Public Hearings to Adopt an Ordinance Amending Section 10-1.101 of the Land Development Code, Entitled “Definitions” and Creating a New Section 10-6.820, Entitled “Solar Energy Systems”

<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 and Environmental Management Maggie Theriot, Director of the Office of Resource Stewardship
<b>Lead Staff/ Project Team:</b>	Andy Johnson, Assistant to the County Administrator Barry Wilcox, Chief Development Resources Officer Ryan Culpepper, Director, Development Services

### **Statement of Issue:**

This item provides for the first of two required Public Hearings for Board consideration of an Ordinance that will encourage the use of solar energy systems as an alternative and sustainable source of renewable energy by providing a minimal and expedited permitting process with minimal permit costs for prospective applicants.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Conduct the first of two required Public Hearings to adopt an Ordinance amending Section 10-1.101 of the Land Development Code, entitled “Definitions” and creating a new Section 10-6.820, entitled “Solar Energy Systems,” (Attachment #1) and schedule the second and final Public Hearing for January 28, 2020 at 6:00 p.m.

## Report and Discussion

### **Background:**

Consideration of the proposed solar energy systems Ordinance advances the following FY2017-FY2021 Strategic Initiative:

- *Pursue NACo’s SolSmart designation. (2018-4)*

This particular Strategic Initiative aligns with the Board’s Environmental Strategic Priorities:

- *(EN3) Promote orderly growth and sustainable practices.*
- *(EN4) Reduce our carbon footprint.*

This item requests the Board conduct the first of two required Public Hearings to adopt an Ordinance to provide specific standards within the Leon County Land Development Code (LDC) for proposed solar energy systems. The Board authorized staff to proceed with the development of the Ordinance at their March 12, 2019 meeting. At the Board’s June 18, 2019 meeting, staff presented a draft Ordinance and the Board approved scheduling the first public hearing for July 9, 2019. Also, as requested by the Board at the June 18, 2019 meeting, this item provides additional information regarding power purchase agreements (“PPAs”), net metering, and how these relate to a previously considered neighborhood-scale solar energy system under a prior draft of the proposed Ordinance. The proposed Ordinance will encourage the use of solar energy systems as an alternative and sustainable source of renewable energy by providing a minimal and expedited permitting process with minimal permit costs for prospective applicants and by establishing a new section in the LDC to consolidate the County’s guidelines for the installation of solar energy systems.

Additionally, adoption of the Ordinance requires a text amendment to the Tallahassee-Leon County Comprehensive Plan to allow a finding of consistency between the proposed Ordinance and the Comprehensive Plan. As discussed further in the Analysis section below, the Plan is currently silent with regard to solar energy systems; as such, solar energy systems would fall under the definition of “Heavy Infrastructure,” which is not permitted in many land use categories and zoning districts. The proposed out-of-cycle text amendment to the Comprehensive Plan would recognize solar electric generating systems as “Light Infrastructure,” which will allow for the use of rooftop and accessory ground-mounted solar energy systems in all zoning districts as provided in the proposed Ordinance. This designation would also allow utility-scale solar energy systems connected to the local utility power grid for distribution of electricity to consumers to be allowed within the Industrial, Light Industrial, Urban Fringe, and Rural zoning districts as provided in the proposed Ordinance.

The out-of-cycle text amendment to the Comprehensive Plan was addressed in a separate agenda item at the Board’s July 9, 2019 meeting. The Board conducted a Public Hearing and transmitted the proposed Comprehensive Plan amendment to the State Land Planning Agency. The Board will consider adopting the proposed Comprehensive Plan amendment concurrently with the Public Hearing on the proposed Ordinance on December 10, 2019.

Title: First of Two Public Hearings to Adopt an Ordinance Amending Section 10-1.101 of the Land Development Code, Entitled “Definitions” and Creating a New Section 10-6.820, Entitled “Solar Energy Systems”

December 10, 2019

Page 3

---

At the July 9, 2019 Public Hearing on the proposed out-of-cycle text amendment, the Board heard testimony from a representative of Tall Timbers Research Facility and other members of the public regarding concerns over the potential size of utility-scale systems. As a result, the Board continued the Public Hearing on the proposed Ordinance to the September 24, 2019 meeting date and directed staff to meet with the members of the public and identify possible solutions or alternatives. The Board also requested staff provide the Board with a status update on these meetings for their September 17, 2019 meeting. As a result of the subsequent meetings with representatives of Keep it Rural Coalition (KIRC) and Tall Timbers Research Facility, on September 17, 2019, the Board rescheduled the Public Hearings for the proposed Ordinance to the December 10, 2019 and January 28, 2020 meeting dates to allow for additional time to resolve the concerns noted by KIRC and Tall Timbers.

At the 2018 Annual Retreat, the Board adopted a Strategic Initiative to pursue designation as a SolSmart community. The SolSmart initiative is a partnership among several national organizations (including the National Association of Counties, National League of Cities, the International City/County Management Association and others) to assist local governments to reduce barriers to solar energy development within their communities. SolSmart awards Gold, Silver, and Bronze designations to recognize local governments that take proactive steps to remove obstacles to solar energy development, such as implementing best practices in permitting, land development regulations, and community engagement regarding solar energy. The adoption of an Ordinance specifically addressing solar development is a key requisite to achieving designation as a SolSmart community.

Additionally, staff has noted a continued increase in permit activity for residential solar energy system installations and has received several recent inquiries regarding zoning districts that would allow solar energy systems serving multiple properties. The proposed Ordinance would assist prospective applicants by defining several types of solar energy systems and consolidating the associated development standards within a single section of the LDC.

**Analysis:**

The Board has consistently demonstrated a commitment to supporting renewable and sustainable energy sources by investing in solar alternatives, including establishing a Strategic Initiative in the FY 2017-FY 2021 Strategic Plan to pursue designation as a “SolSmart” community. As indicated above, the adoption of an Ordinance specifically addressing solar development is a key requisite to achieving designation as a SolSmart community.

In addition to the Ordinance contemplated in this item, Leon County has taken several steps in recent years to encourage the development of alternative, renewable energy sources. These include developing a new methodology in 2011 for building permit review and inspection fee assessments for solar-related installations to existing buildings, which resulted in a substantial reduction in total permit costs for applicants, and creating a Solar Photovoltaic Permitting Guidelines brochure to outline the permit review process and the reduced permit review fees for solar energy system installations (Attachment #2). Leon County also initiated a residential Property Assessed Clean

Title: First of Two Public Hearings to Adopt an Ordinance Amending Section 10-1.101 of the Land Development Code, Entitled “Definitions” and Creating a New Section 10-6.820, Entitled “Solar Energy Systems”

December 10, 2019

Page 4

---

Energy (or PACE) program in 2017, which provides financing for homeowners to make residential energy efficiency, solar, and wind resistance improvements while paying for upgrades over time through their property tax bill. Leon County was the first local government in Florida to launch a PACE program and among the first nationwide. The County expanded its PACE program in 2019 to include commercial properties.

Overview of Proposed Ordinance:

Leon County has historically received permit requests for solar energy systems that are limited to a single structure. Most applications have been for rooftop solar energy systems, and some have involved installation of equipment on the ground as an accessory to the principal structure. Leon County has not yet received any formal permit applications for larger-scale solar energy systems, but staff has received several recent inquiries regarding zoning districts that would allow large solar energy systems or “solar farms.” The Comprehensive Plan and LDC are silent with regard to solar energy systems, and as such, these systems would fall under the definition of “Heavy Infrastructure,” which is not allowed in many land use categories and zoning districts.

In support of Strategic Initiative 2018-4, the Board authorized staff at its March 12, 2019 meeting to proceed with the development of an Ordinance amending the LDC to provide standards for solar energy systems. The proposed Ordinance would encourage the use of solar energy systems as an alternative and sustainable source of renewable energy by expediting permitting timeframes for prospective applicants, minimizing permitting costs, and consolidating guidelines for installation of solar energy systems within a single section of the LDC (Attachment #1). To accomplish this, the draft Ordinance provides for definitions, permits, and development standards for a variety of solar installations or systems. The types of systems specified in the Ordinance include the following:

*Solar energy system shall mean a complete assembly consisting of one or more solar collectors and associated mounting hardware or equipment. Examples of this may include, but are not limited to, photovoltaic (solar electric) systems and thermal solar energy systems:*

- (1) Accessory ground-mounted solar energy system shall mean a solar energy system that is a stand-alone ground-mounted accessory structure in conjunction with a principal use or structure on the site.*
- (2) Building-mounted solar energy system shall mean a solar energy system that is mounted on a principal structure and may include solar thermal panels, solar hot water system panels and photovoltaic panels.*
- (3) Utility-scale solar energy system shall mean a photovoltaic system that is connected to the utility power grid for distribution to consumers in the electricity market as a commercial venture and providing more than 100 kilowatts of alternating current (AC) power generation.*



Title: First of Two Public Hearings to Adopt an Ordinance Amending Section 10-1.101 of the Land Development Code, Entitled “Definitions” and Creating a New Section 10-6.820, Entitled “Solar Energy Systems”

December 10, 2019

Page 5

---

The first two types of solar energy systems listed above are relatively small and are not intended to provide power generation to the electrical grid, other than net metering, as discussed further below. Accordingly, they are proposed to be allowed in any zoning district, subject to the applicable zoning district development standards such as building height and setback requirements. Accessory ground-mounted systems would be subject to the accessory structure standards of Article VI, Division 8 of the LDC. However, nonresidential accessory ground-mounted systems will not be subject to the size restrictions for accessory structures. In order to provide flexibility in permitting while continuing to ensure compliance with stormwater regulations, accessory ground-mounted systems consisting of 1,000 square feet or less of solar panel area that are not located within the Bradfordville Study Area, Lake Jackson Basin or any closed basin, will be exempt from environmental permitting. For those accessory ground-mounted systems that are located in the aforementioned areas and consist of 1,000 square feet of solar panel area or less, a Short Form B-Low environmental permit shall be required.

Under current LDC provisions, utility-scale solar energy systems would be allowed in the Industrial and M-1 “Light Industrial” zoning districts. The proposed Ordinance and the corresponding proposed Comprehensive Plan amendment (described in greater detail below) would additionally allow utility-scale solar facilities within the Urban Fringe (UF) and Rural zoning districts. Further, the Ordinance provides a minimal and expedited permitting process that supports sustainable and renewable solar energy production while mitigating off-site impacts and ensuring environmental protection. Unlike other types of development which involve the permanent installation of impervious surfaces such as concrete slabs, driveways, and parking lots, solar energy systems are often installed over vegetated areas and generally yield a much lower environmental impact. As such, the proposed Ordinance would allow an Administrative Streamlined Application Process (ASAP) review for utility-scale systems, which ensures compliance with LDC provisions related to environmental management, zoning district criteria, and site and development plan regulations. Providing an ASAP compliance review could save applicants \$2,700 and 25 days of permit review time for utility-scale solar projects versus a Type “A” site and development plan review. These projects will still require completion of a Natural Features Inventory (NFI) to determine the scope and location of any environmental constraints on the property, as well as the submittal of an Environmental Management Permit. To ensure compatibility with adjacent and nearby properties as well as to continue to protect environmentally sensitive areas, the Ordinance provides that utility-scale systems are considered “special exception uses” within the UF and Rural zoning districts, which requires consideration by the Board at a Public Hearing.

The proposed Ordinance would complement recent enhancements made by Leon County in the area of permitting and inspections for solar facilities. In 2011, the Board adopted a revised building permit review and inspection fee assessment methodology for solar-related installation to existing buildings. The revised methodology reduced permit fees by approximately \$371 per permit. The proposed Ordinance would codify the County’s current practice of permitting solar installations that serve a single property (whether building-mounted or ground-mounted) through a single building permit. This is also consistent with SolSmart’s criteria in the area of permitting, which encourages communities to require no more than one permit application for these types of

Title: First of Two Public Hearings to Adopt an Ordinance Amending Section 10-1.101 of the Land Development Code, Entitled “Definitions” and Creating a New Section 10-6.820, Entitled “Solar Energy Systems”

December 10, 2019

Page 6

---

solar energy systems. For new construction, the installation of a solar energy system is included as a component of the project’s master building permit. For the addition of a stand-alone system to an existing structure, the permit process requires a plan review for electrical or plumbing components based on the type of solar equipment, pursuant to Florida Building Code requirements. The Board’s adoption of the proposed Ordinance and associated Comprehensive Plan amendment will also enable staff to fulfill additional SolSmart criteria and best practices such as posting an online checklist for residential solar permit requirements, promoting the County’s online permitting process for solar projects, and others.

Summary of Solar Laws and Regulations – Power Purchase Agreements and Net Metering

At their June 18, 2019 meeting, staff provided the Board with an initial draft of the proposed Ordinance as part of the request for Public Hearings. This draft initially included a fourth solar energy system type, a neighborhood-scale system, which is a smaller system intended to provide power to a limited area or neighborhood. However, as described further below, it was determined that no developer would be able to implement a neighborhood-scale system as Florida law is currently written. The Board requested that staff provide additional information regarding power purchase agreements (“PPAs”), net metering, and how these relate to solar energy systems under the proposed Ordinance. A discussion and overview of these concepts are provided below.

A PPA is a financial agreement through which an entity designs, permits, finances, and installs a solar energy system on a customer’s property with little to no upfront cost. That entity then sells the power generated to the host customer at a fixed rate that is typically lower than the local utility’s rate. For example, the City of Tallahassee’s recent solar farm project involved PPAs to purchase the solar-generated electricity from a private provider. Florida is one of only four states, however, that prohibits citizens from purchasing electricity from anyone other than a utility, effectively banning PPAs from third-party, non-utility providers. Notwithstanding this, a community group, homeowner association, or similar entity could, under the proposed Ordinance, construct a small solar farm for the purpose of entering into a PPA with the City or Talquin to sell the electricity generated at a fixed, wholesale rate. Because such a system would be for the primary purpose of selling power back to the grid, it would be permitted as a utility-scale solar energy system under the Ordinance.

Unlike PPAs, net metering is authorized in Florida. Net metering is a billing structure that allows residential and commercial customers who generate their own electricity from solar power to sell excess, unused electricity back to the grid. For example, if a utility customer has a solar array on their roof, it may produce more energy than the building is using during daylight hours. Net metering allows the electricity meter to “run backward” to provide a credit against electricity consumed at night or other periods when the building’s electricity use is more than the system’s output, and customers are only billed for their “net” energy use. Excess power sold back to the utility provider via net metering is credited to the customer’s utility account at the retail rate, as opposed to a PPA which pays a reduced wholesale rate. Section 366.91, Florida Statutes, requires public utilities and electric utilities to continuously offer a purchase contract to producers of

Title: First of Two Public Hearings to Adopt an Ordinance Amending Section 10-1.101 of the Land Development Code, Entitled “Definitions” and Creating a New Section 10-6.820, Entitled “Solar Energy Systems”

December 10, 2019

Page 7

---

renewable energy. Currently, the City of Tallahassee standard agreement allows net-metered systems of 100 kilowatts, and Talquin Electric caps net metering at 1 megawatt.

Following the June 18 meeting, County staff reached out to both the City of Tallahassee and Talquin to further discuss net metering. Both providers indicated their continued support of solar initiatives in the community; however, they also acknowledged their requirement to comply with the current legal and regulatory framework. As noted above, under current Florida law, only a utility provider may supply electricity to another person or entity. City of Tallahassee staff has indicated that the City is supportive of solar initiatives and may be willing to negotiate net metering agreements above the 100 kilowatts threshold. In summary, Florida law would not currently allow a neighborhood-scale solar energy system to supply energy directly to other properties. As a result, the Ordinance was revised to remove neighborhood-scale solar systems.

Public Outreach to Tall Timbers, Keep It Rural and Local Utilities:

At their meeting on July 9, 2019, the Board heard testimony from members of Keep it Rural Coalition (KIRC) and Tall Timbers Research Facility who noted concerns regarding utility-scale solar systems. The Board continued the Public Hearing on the proposed Ordinance to September 24, 2019 and directed staff to meet with KIRC and Tall Timbers to evaluate alternative solutions. Staff met in August through October with members of KIRC, Tall Timbers Research Facility and other interested citizens to discuss the concerns raised at the Board’s July 9, 2019 meeting. The concerns centered on the allowable size of utility-scale systems, impacts to the rural environment, potential sites and the proposed site-specific development standards. Primarily, KIRC and Tall Timbers were concerned about the size of utility-scale systems encompassing hundreds, if not, thousands of acres for each system.

Staff also conducted meetings with the solar industry and local utility providers during this timeframe to obtain their input as well. Information obtained by these discussions indicated that solar utility-scale systems are limited to less than 75 megawatts which currently requires approximately 800 acres of land. For reference, a power generating facility that generates 75 megawatts or more is subject to Section 403.501, F.S., the Power Plant Siting Act, which is the state’s certification process for large power plants. The solar industry was also concerned about some of the proposed development standards, such as, but not limited to, setbacks and buffer requirements. Staff clarified that the buffer standards could be implemented within the proposed setbacks and that existing vegetation could satisfy most, if not all, of the buffer requirement.

The discussions with the representatives of KIRC and Tall Timbers resulted in further refinements to the proposed Ordinance. These refinements included, but were not limited to, prohibiting the utility-scale systems within the Agriculture/Silviculture/Conservation Future Land Use Category and requiring proposed systems located within the UF and Rural zoning districts to be classified as special exception uses, which require final disposition by the Board. In addition, at their request, staff conducted an analysis of properties in the UF and Rural zoning districts to identify large properties consisting of 400 acres or more to evaluate the potential for utility-scale systems. For comparison, 400 acres is the approximate size of the 40-megawatt solar farm under construction

Title: First of Two Public Hearings to Adopt an Ordinance Amending Section 10-1.101 of the Land Development Code, Entitled “Definitions” and Creating a New Section 10-6.820, Entitled “Solar Energy Systems”

December 10, 2019

Page 8

---

by the City of Tallahassee at the Tallahassee International Airport. This analysis included an evaluation of known environmental constraints and the resulting impacts they have on large properties (Attachments #3 and #4).

Attachment #3 identifies the eligible parcels and illustrates the amount of developable acreage within each parcel after extracting the environmental constraints. The analysis of these parcels produced 63 parcels, of which only 17 consisted of more than 800 gross acres (Attachment #4). Of the 17 parcels, only 10 have more than 800 acres of developable land outside of environmental constraints. The average developable acreage outside of environmental constraints for all 63 parcels is approximately 600 +/- acres. It is important to note that the developable portions of these parcels are not necessarily contiguous, and the developable acreage is distributed throughout each parcel around the environmental constraints. In addition, the information provided in this analysis is limited and does not include a full natural features review or inventory of each parcel. As a result, there may be more environmental constraints than identified in the attached analysis. The proposed Ordinance limits the overall size of a utility-scale solar system to 800 acres; however, the above analysis demonstrates that the existing environmental constraints, along with the proposed development standards, will further limit the location and scope of proposed utility-scale solar systems in the Rural and UF zoning districts and help ensure a scale of development that is more compatible for the area.

#### Consistency with Current Comprehensive Plan Language:

In preparation of this proposed Ordinance, the Tallahassee-Leon County Planning Department conducted a consistency review with the Comprehensive Plan. Pursuant to Section 163.3194 (b), Florida Statutes, all land development regulations enacted or amended must be consistent with the adopted Comprehensive Plan. On June 18, 2019, the Board initiated a text amendment to the Comprehensive Plan Glossary and the Land Use Element to provide for a classification of solar energy systems as “Light Infrastructure” and affirmatively allowing Light Infrastructure as a permitted use within the Rural/Agriculture land use category, subject to design standards that preserve the rural character of these areas. This text amendment would ensure consistency between the proposed Ordinance and the Comprehensive Plan as required by Florida law. This text amendment will be addressed in a separate agenda item and scheduled for Public Hearings concurrent with this proposed Ordinance.

The Local Planning Agency (LPA) held a Public Hearing on July 8, 2019 for the proposed text amendment, at which time the LPA recommended the County and City Commissions adopt the proposed text amendment (the Rural land use area is within both the incorporated and unincorporated area, and the Glossary applies to both the City and the County). At their July 9, 2019 and July 10, 2019 respective Public Hearings, the Board and the City transmitted the proposed text amendment to the State. Both the County and the City will consider adoption of the text amendment concurrent with the Public Hearings on the proposed Ordinance.

On October 18, 2019, the Tallahassee-Leon County Planning Department reviewed the proposed Ordinance and determined the Ordinance to be consistent with the Comprehensive Plan, pending

Title: First of Two Public Hearings to Adopt an Ordinance Amending Section 10-1.101 of the Land Development Code, Entitled “Definitions” and Creating a New Section 10-6.820, Entitled “Solar Energy Systems”

December 10, 2019

Page 9

---

adoption of the aforementioned Comprehensive Plan text amendment (Attachment #5). On November 5, 2019, the Planning Commission held a Public Hearing on the proposed Ordinance. During this meeting the Planning Commission received a letter dated November 5, 2019 containing formal comments from a representative of Florida Renewable Partners (FRP) (Attachment #6). The Planning Commission also heard from a representative of KIRC who noted they had no objection to the proposed Ordinance.

The Planning Commission had considerable discussion, especially with regard to the additional concerns noted by FRP in their letter. In short, these additional concerns requested clarification regarding building permit requirements, whether battery storage would be considered as part of the solar energy system, and what was required to address the local utility approval provision. The Planning Commission also discussed potentially removing the location analysis requirement found in section 2.(c).(1).(b.) of the proposed Ordinance (page 5, line 13-15 of Attachment #1); however, the motion to recommend removal of the provision failed. The Planning Commission did request that staff clarify what provisions of the Florida Building Code would preclude attachment of a solar energy system to a free-standing wall or fence.

The Planning Commission ultimately found the proposed Ordinance to be consistent with the Comprehensive Plan, with the condition that the associated text amendment to the Comprehensive Plan to provide for a classification of solar energy systems as “Light Infrastructure” and affirmatively allowing Light Infrastructure as a permitted use within the Rural/Agriculture land use category, subject to design standards, is adopted.

Staff has since evaluated the additional concerns noted by FRP and discussed by the Planning Commission and determined that the proposed Ordinance could be revised to further clarify the requirements as these revisions are relatively minor in nature. As a result, the Ordinance has been revised to clarify the following:

1. Definitions: the definition of a solar energy system has been revised to specifically include energy storage and associated structures.
2. Location: the Ordinance has been revised to remove the requirement that an applicant provide documentation that sites in the Light Industrial (M-1) and Industrial zoning districts were given priority consideration. After review of properties zoned M-1 and Industrial, this requirement was determined to have minimal, if any, impact on the location of a utility-scale system.
3. Building permit (utility-scale systems): the Ordinance has been revised to note that a building permit may be required, consistent with the requirements of the Florida Building Code.
4. Local Utility Approval: the Ordinance has been revised to clarify that the applicant shall provide documentation of an executed interconnection agreement prior to site plan approval.

Title: First of Two Public Hearings to Adopt an Ordinance Amending Section 10-1.101 of the Land Development Code, Entitled “Definitions” and Creating a New Section 10-6.820, Entitled “Solar Energy Systems”

December 10, 2019

Page 10

---

Staff also looked into the preclusion of attachment of a solar system to a free-standing wall or fence. Pursuant to the 2017 Florida Building Code, Chapter 33, additional loads imposed on a structure would need to be evaluated by a Florida Licensed Structural Engineer. Fences, and in some cases, free-standing walls, are not regulated by the LDC for compliance with setbacks. Therefore, attachment of solar energy systems to a free-standing wall or fence would not meet the appropriate setbacks for accessory structures.

Summary and Conclusion:

As a summary of the recommendations presented in this agenda item, the Board’s adoption of the proposed Ordinance would result in the following specific enhancements:

- Creating a new section of the Leon County LDC to provide specific development criteria for solar energy systems;
- Providing specific standards for building-mounted and accessory ground-mounted solar energy systems (currently, all solar energy systems are treated as an “accessory structure” as defined in Section 10-6.802 of the LDC; however, the accessory structure requirements are tailored for structures like barns, boat houses, and gazebos and do not contemplate solar energy systems);
- Affirmatively allowing building-mounted and accessory ground-mounted solar energy systems in all zoning districts in unincorporated Leon County (staff has historically interpreted the LDC to allow these systems in all zoning districts as an accessory structure; the proposed Ordinance would ensure consistency in the future application of solar energy standards by specifying that these systems “shall be allowed in any zoning district”);
- Allowing utility-scale solar energy systems in the Industrial, Light Industrial, Urban Fringe and Rural zoning districts (not allowable under the current LDC except as an accessory structure);
- Streamlining permitting requirements for solar energy systems; and
- Fulfilling a key requisite for achieving designation as a SolSmart community.

Consistent with Leon County’s Strategic Priority to be a responsible steward of our community’s natural resources, the County has demonstrated a commitment to supporting renewable and sustainable energy sources. In recent years, the County developed a new methodology for building permit review and inspection fee assessments for solar installations which reduced permit costs for applicants, created a permitting brochure for solar energy systems that provided guidance for property owners and contractors interested in installing solar energy systems, and established a Strategic Initiative to pursue designation as a SolSmart community. The proposed Ordinance further expands the areas where solar development is allowed in the community, reduces permit costs, and streamlines the development review process, representing yet another significant step forward in the County’s efforts to encourage the development of alternative energy sources.

Title: First of Two Public Hearings to Adopt an Ordinance Amending Section 10-1.101 of the Land Development Code, Entitled “Definitions” and Creating a New Section 10-6.820, Entitled “Solar Energy Systems”

December 10, 2019

Page 11

---

**Public Notification:**

Notice of the Public Hearing has been published in accordance with the requirements of Florida Statutes (Attachment #7).

**Options:**

1. Conduct the first of two required Public Hearings to adopt an Ordinance amending Section 10-1.101 of the Land Development Code, entitled “Definitions” and creating a new Section 10-6.820, entitled “Solar Energy Systems,” (Attachment #1) and schedule the second and final Public Hearing for January 28, 2020 at 6:00 p.m.
2. Conduct the first of two required Public Hearings to adopt an Ordinance amending Section 10-1.101 of the Land Development Code, entitled “Definitions” and creating a new Section 10-6.820, entitled “Solar Energy Systems,” (Attachment #1) and do not schedule the second and final Public Hearing for January 28, 2020 at 6:00 p.m.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Proposed Ordinance
2. Solar Photovoltaic Permitting Guidelines Brochure
3. GIS Map Analysis of Rural and Urban Fringe
4. GIS Parcel Analysis of Rural and Urban Fringe
5. Consistency Memorandum
6. Florida Renewable Partners letter dated November 5, 2019
7. Notice of public hearing

**LEON COUNTY ORDINANCE NO. 2019-**

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, AMENDING CHAPTER 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-1.101, DEFINITIONS; CREATING A NEW SECTION 10-6.820 ENTITLED "SOLAR ENERGY SYSTEMS"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**RECITALS**

WHEREAS, the Board of County Commissioners desires to encourage the use of alternative and sustainable forms of energy such as solar energy systems;

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

**Section 1. Amending Section 10-1.101, Definitions.**

Section 10-1.101 of Article I of Chapter 10, the Land Development Code, of the Code of Laws of Leon County, Florida, entitled "Definitions", is hereby amended to read as follows:

**Sec. 10-1.101 - Definitions.**

\* \* \*

Accessory ground-mounted solar system. See Solar energy system.

\* \* \*

Building-mounted solar system. See Solar energy system.

\* \* \*

Photovoltaic (PV) shall pertain to the direct conversion of light into electricity.

Photovoltaic (PV) array or array shall mean an interconnected system of PV modules that function as a single electricity-producing unit. The modules are assembled as a discrete structure, with common support or mounting. In smaller systems, an array can consist of a single module.

Photovoltaic (PV) module shall mean the smallest environmentally protected essentially planar assembly of solar cells and ancillary parts, such as interconnections, terminals, (and protective devices such as diodes) intended to generate direct current power under unconcentrated sunlight.

Photovoltaic (PV) system shall pertain to a complete set of components for converting sunlight into electricity by the photovoltaic process, including the array and balance of system components.



\* \* \*

Solar access easement shall mean an easement obtained for the purpose of maintaining exposure of a solar energy device to receive sunlight and in compliance with section 704.07, F.S.

Solar energy system shall mean a complete assembly consisting of one or more solar collectors and associated mounting hardware, energy storage, associated structures or equipment. Examples of this may include, but are not limited to, photovoltaic (solar electric) systems and thermal solar energy systems.

(1) Accessory ground-mounted solar system shall mean a solar energy system that is a stand-alone ground-mounted accessory structure in conjunction with a principal use or structure on the site.

(2) Building-mounted solar system shall mean a solar energy system that is mounted on a principal structure and may include solar thermal panels, solar hot water system panels and photovoltaic panels.

(3) Utility-scale solar system shall mean a photovoltaic system that is connected to either the local utility power grid or the high voltage transmission grid for distribution to consumers in the electricity market as a commercial venture and providing more than 100 kw of AC power generation.

\* \* \*

Utility-scale solar system. See Solar energy system.

\* \* \*

## **Section 2. Creating Section 10-6.820, Solar Energy Systems.**

Section 10-6.820 of Article VI of Chapter 10, the Land Development Code, of the Code of Laws of Leon County, Florida, entitled “Solar Energy Systems,” is hereby created to read as follows:

### **Sec. 10-6.820 – Solar Energy Systems.**

1. Purpose and Intent. The purpose of this section is to provide the appropriate development standards to support sustainable and renewable solar energy production while mitigating off-site impacts, the protection of environmental features and ensuring the continued health, safety and welfare of the public.

- 1 2. Development Standards. The installation of solar energy systems shall require, at minimum, a  
2 building permit but may also require additional review based upon the type and scope of the  
3 installation. The installation of solar energy systems for both residential and non-residential uses  
4 shall comply with the following standards.
- 5 a. Building-mounted solar systems. The following standards apply to building-mounted solar  
6 systems:
- 7 1) Location. Building-mounted solar systems shall be allowed in any zoning district. No  
8 part of the building-mounted solar system shall be mounted on a free-standing wall or  
9 fence.
- 10 2) Height. Shall not exceed four feet above the height of any principal building and in no  
11 instance shall the building-mounted solar system structure and associated equipment  
12 exceed the maximum building height of the zoning district, unless granted a variance by  
13 the Board of Adjustment and Appeals in accordance with Article II, Division 3.
- 14 3) Permit requirements. All building-mounted solar systems shall require submittal of a  
15 building permit application. The building permit application shall include the following  
16 information at minimum:
- 17 a) The manufacturer's installation instructions of the solar equipment;
- 18 b) An electrical diagram of the system and all electrical connections, including  
19 inverter placements, storage devices and system disconnect locations. Electrical  
20 connections shall be completed by a Florida licensed electrical contractor;
- 21 c) A wind load analysis for 120 mph (3 second gust) hurricane-force winds (or the  
22 minimum required by the latest revision of the Florida Building Code); and
- 23 d) A sketch diagram identifying the location of the solar energy equipment on the  
24 structure.
- 25 b. Accessory ground-mounted solar systems. Accessory ground-mounted solar systems shall  
26 be considered accessory structures and will be subject to the accessory structure  
27 requirements noted in Article VI, Division 8 of the LDC. Non-residential accessory ground-  
28 mounted systems shall not be subject to the accessory structure size limitations outlined in  
29 Article VI, Division 8 of the LDC. The following standards shall apply to all accessory  
30 ground-mounted solar systems:
- 31 1) Location. Accessory ground-mounted solar systems shall be allowed in any zoning  
32 district on a developed parcel with a principal structure, provided the accessory ground-  
33 mounted solar system:

- a) Shall not be located within the required front yard setback as defined in the applicable zoning district;
  - b) shall not be located over a septic system or drainfield unless approved by the Florida Department of Health in Leon County;
  - c) shall not be located within preservation areas as defined in Article IV of the LDC; and
  - d) if located within a conservation area and/or special development zone, the accessory ground-mounted solar system shall be consistent with Article IV of the LDC.
- 2) Height. Shall not exceed the height allowed in the zoning district as measured from average grade at the base of the structure to the highest point of the array or solar structure.
- 3) Permit requirement. A building permit application for a residential accessory ground-mounted solar system shall require submittal of the information noted in subsection 2.a.3. above, along with the following information:
- a) Site plan identifying the location of the proposed accessory ground-mounted solar system in relation to property boundaries, any existing improvements on the property, trees and/or easements. Measurements for setback compliance shall be measured from the outermost edge of the structure (including the panels and/or associated mounting equipment) to any other structure or property line; and,
  - b) Height of the proposed structure and associated equipment.
- 4) Modification of site plan. Accessory ground mounted systems for non-residential uses may require modification to the associated site and development plan and environmental permit.
- 5) Exemptions. Projects 1,000 square feet or less in total panel area and not located within the Bradfordville Study Area, Lake Jackson Basin, or any closed drainage basin shall be exempt from environmental permitting. A site may only use this exemption for a total of up to 1,000 square feet. If the total additions exceed 1,000 square feet, a permit will be required. For those systems located within the Bradfordville Study Area, Lake Jackson Basin, or any closed drainage basin that are less than 1,000 square feet, environmental permitting shall be completed via the Short Form B-Low permit application.

- 1 c. Utility-scale solar systems. The following standards shall apply to utility-scale solar  
2 systems:
- 3 1) Location. Utility-scale solar systems shall only be allowed in the Industrial, M-1, UF  
4 and Rural zoning districts. Regardless of zoning, these uses shall not be allowed in areas  
5 designated as Agriculture/Silviculture/Conservation on the Future Land Use Map of the  
6 Comprehensive Plan. Due to the anticipated scale and off-site impacts to residential  
7 properties and rural viewsheds, proposed utility-scale solar systems shall be considered  
8 special exception uses in the Rural and UF zoning district and shall be further regulated  
9 by Article VI, Division 6 of the LDC, as applicable. Proposed utility-scale solar systems  
10 in the Rural and UF zoning districts shall be subject to provision of the following  
11 additional documentation:
- 12 a) The application shall provide documentation which demonstrates that the  
13 proposed use will not require the removal of an established conservation or  
14 preservation area in whole or in part.
- 15 2) Scale. Proposed utility-scale solar energy systems shall not exceed 800 acres in size in  
16 the Urban Fringe or Rural zoning district. There is no restriction on size in the M-1 or  
17 Industrial zoning district but the proposed use shall meet all applicable development  
18 standards.
- 19 3) Height. Shall not exceed the height allowed in the zoning district as measured from  
20 average grade at the base of the structure to the highest point of the array or solar  
21 structure.
- 22 4) Setbacks. Shall be set back no less than 200 feet from any adjacent residential land use,  
23 habitable dwelling on an adjacent property or roadway. The proposed solar energy  
24 system shall be set back no less than 200 feet from any property line adjacent to a  
25 designated Canopy Road. The proposed solar energy system shall be set back no less  
26 than 100 feet from any other property line. A deviation, pursuant to Section 10-1.106,  
27 to reduce these setbacks may be requested provided additional screening is utilized to  
28 mitigate the reduction in setback. In no case shall a deviation reduce the setback for the  
29 Canopy Road Protection Zone (CRPZ).
- 30 5) Screening. The use shall provide, at minimum, a Type “D” buffer utilizing native  
31 vegetation between the developed site and any residential properties and/or roadways.  
32 Existing vegetation may satisfy some, if not all, of the required buffer. Any required  
33 fencing shall be located such that vegetative buffers are located between the fence and  
34 any adjacent residential properties or roadways.

- 1 6) Security. A utility-scale solar energy facility shall be enclosed by a security fence no  
2 less than six feet in height. Access gates and equipment cabinets shall be locked when  
3 not in use.
- 4 7) Glare and lighting. The solar energy system components shall be designed with an anti-  
5 reflective coating or at least shall not produce glare that would constitute a nuisance to  
6 occupants of neighboring properties, or persons traveling adjacent or nearby roads. If  
7 lighting is required, it shall be activated by motion sensors, fully shielded or fitted with  
8 recessed bulbs so as to minimize light trespass.
- 9 8) Low Impact Development. The applicant shall provide a management plan that  
10 demonstrates utilization of native perennial vegetation to help reduce stormwater runoff,  
11 soil conservation and impacts to wetlands and waterbodies. Staff would also encourage  
12 the dual use of other agricultural opportunities such as, but not limited to, apiaries to  
13 provide pollinator benefits to nearby crops and/or vegetation and grazing to reduce  
14 vegetation maintenance costs.
- 15 9) Local utility approval. If connection to a local utility grid is proposed, the applicant  
16 shall provide documentation of an executed interconnection agreement prior to site plan  
17 approval.
- 18 10) Permit process. Proposed utility-scale solar energy systems may be included in the site  
19 and development plan for any proposed residential or non-residential development  
20 utilizing such system. For all developments and redevelopments, the following shall  
21 apply in addition to subsection 2.a.3:
  - 22 a) Permitted Use Verification, consistent with Article VII, Division 4, is required  
23 to determine eligibility and permit process;
  - 24 b) Pursuant to Article IV, Division 2, a Natural Features Inventory is required to  
25 identify environmental features and constraints;
  - 26 c) An Administrative Streamlined Application review (ASAP) pursuant to Article  
27 VII, Division 4, is required provided the application proposes gross building area  
28 of no greater than 1,000 square feet or an increase in impervious surface area on  
29 the subject parcel of no greater than ten percent. If the proposed utility-scale  
30 solar energy system exceeds the ASAP threshold, the application shall be  
31 reviewed under a Type “A” site and development plan review in accordance with  
32 Article VII, Division 4. For developments considered special exception uses,  
33 the application shall require review pursuant to the Type “C” site and  
34 development plan review process in accordance with Article VII, Division 4;
  - 35 d) Environmental Permit shall be required consistent with Article IV of the LDC;

e) Building Permit Application may be required to demonstrate compliance with applicable provisions of the Florida Building Code.

11) Removal of abandoned systems. Any solar energy system that is not operated for a period of 12 months shall be considered abandoned. Determination of the date of abandonment shall be made by the County Administrator or designee, based upon documentation and/or affidavits from the solar energy system owner/operator regarding the issue of usage. Upon the determination of such abandonment, the owner/operator of the solar energy system shall have an additional 180 days within which to: (1) reactivate the use of the solar energy system or transfer the system to another owner/operator who makes actual use of the system, or (2) dismantle and remove the solar energy system. The owner(s) of an abandoned solar energy system and the owner of the property where the system is located shall be responsible for the removal of the abandoned system or abandoned portions of a system. If the discontinuation of a solar system is the result of a disaster, as defined in Section 10-1.101, the property owner shall be provided additional 180-day extensions by the Development Review Committee in order to complete the repair or reconstruction of the system. Additional extensions to complete the repair or construction of the system may be granted by the Development Review Committee if the system owner/operator is working in good faith towards restoration of the system. Should the owner or operator of the solar energy system fail to remove the system as required in this section, the County may proceed with the removal of the abandoned solar energy system.

12) Restoration of a site. Once a solar energy system has been removed, the site shall be restored to condition that will allow effective reuse comparable to surrounding properties within six months of non-use unless the site is exempt pursuant to F.S. 823.14 or has received approval for redevelopment.

### **Section 3. Conflicts.**

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, except to the extent of any conflicts with the Tallahassee-Leon County 2030 Comprehensive Plan as amended, which provisions shall prevail over any parts of this ordinance which are inconsistent, either in whole or in part, with the said Comprehensive Plan.

### **Section 4. Severability.**

If any word, phrase, clause, section, or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**Section 5. Effective Date.**

This ordinance shall have effect upon becoming law.

DRAFT

1 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,  
2 Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.  
3

4 LEON COUNTY, FLORIDA  
5  
6

7 By: \_\_\_\_\_  
8 Bryan Desloge, Chairman  
9 Board of County Commissioners  
10

11 ATTESTED BY:  
12 Gwendolyn Marshall, Clerk of Court  
13 & Comptroller, Leon County, Florida  
14  
15

16 By: \_\_\_\_\_  
17

18 APPROVED AS TO FORM:  
19 Leon County Attorney's Office  
20  
21

22 By: \_\_\_\_\_  
23 Herbert W. A. Thiele, Esq.  
24 County Attorney  
25





# **LEON COUNTY**

## **DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT**

# SOLAR PHOTOVOLTAIC PERMITTING GUIDELINES





## Is solar PV right for your building?

Prior to the installation of a solar photovoltaic (PV) system in your home, there are some conservation measures that should be taken to reduce your current energy use. These measures will not only reduce energy investments and greenhouse gas emissions, but may also allow for the possibility of installing a smaller PV system. Some examples of such conservation measures include:

- A preliminary FREE energy and water audit from Tallahassee City Utilities at **891-4YOU** or Talquin Electric at **627-7651**.
- LED light replacements and retrofits
- Additional insulation in your attic
- Weather stripping
- Heating and air vent sealants
- HVAC cleaning and maintenance
- Upgraded HVAC units with higher energy efficiencies
- Appliances with higher energy efficiencies

## Installation:

The 2014 Edition of the Florida Building Code (FBC) and the 2011 National Electrical Code (NEC) require permits and inspections for solar PV and thermal water heater installations. The FBC requirements include a wind analysis of the host structure prepared by a Florida Register Engineer. This document is required to ensure that the panels have been attached properly and can withstand hurricane force winds up to 120 mph. Additional requirements include field inspections to verify the proper installation of the panels to the roof system, or foundation if the system is ground mounted.

The NEC outlines the proper installation of all electrical components of the PV system. Obtaining a solar permit may require review approvals within Development Support and Environmental Management (DSEM), including Development Services and Environmental Services. To assist with timely review and permit issuance, please contact the Building Plans Review and Inspection Service Advisor at 606-1300 to get complete permit application and inspection information.

## Required Submittal Documents:

1. A building permit application will need to be completed for all solar installations. The application can be accessed online at [www.LeonCountyFL.gov/DSEM/Applications](http://www.LeonCountyFL.gov/DSEM/Applications).
2. The manufacturer's installation instructions of the solar panels.
3. An electrical diagram of the system and all electrical connections, including inverter placements and system disconnect locations. Electrical connections shall be completed by a Florida licensed electrical contractor.
4. A wind load analysis for 120 mph (3 second gust) hurricane-force winds.



5. If the system is to be ground mounted, additional information shall include a site plan to show location of the proposed structure in relation to existing improvements, property boundaries, trees and/or easements.

### Other Reviews and Approvals:

1. If trees are to be removed as a component of the solar installation, an environmental permit will be required as outlined in the County's Land Development Code (LDC).
2. Ground-mounted solar installations are considered to be accessory structures, and will require a Project Status Determination. As a result, the proposed improvement will be subject to the applicable accessory structure requirements noted in the County's LDC.
3. After review and approval of the building permit, the licensed contractor for the solar installation may wish to expedite the permitting process for future installations by requesting that the submitted information be placed in a "master solar permit file" for future reviews.

### Permit Fees:

In keeping with the County's commitment to sustainable practices within our community, DSEM recognizes the impact of utilizing solar power to reduce our carbon footprint, our reliance on fossil fuels, and property owner's utility costs. Solar installations including photovoltaic and thermal water heating equipment that are proposed as a component of a new building or structure will be covered under the building permit and no additional solar-related permit review fees will apply. Specific to retrofit or stand-alone solar systems, the Board of County Commissioners revised and reduced the fee structure for solar permits in 2011. The following fees are reflective of the Building Review and Inspection fees only.

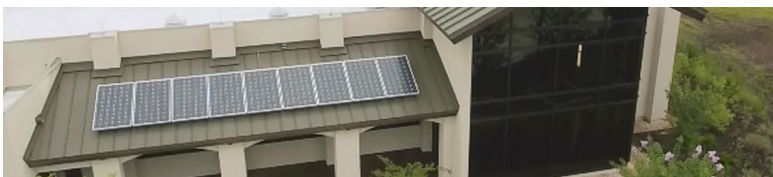
Solar Photovoltaic (PV)	
Building permit review	\$91.38
Electrical permit review	\$78.32
<b>Total fee</b>	<b>\$169.70</b>

Solar Thermal (Water Heating)	
Building permit review	\$91.38
Plumbing permit review	\$91.38
<b>Total fee</b>	<b>\$182.76</b>

*Ground mounted (accessory structure) solar permits for structures (PV or Solar Thermal) consisting of 300 or more square feet shall include the following additional fees:*

Ground Mounted Solar Permit Fees	
Development Services review	\$120.00
Environmental Services review	\$180.00*
<b>Total fee</b>	<b>\$300.00</b>

*\*Note: The Environmental Services review fee of \$180 will not be charged for parcels of five acres or larger.*





### **Permit Submission:**

1. Solar PV and thermal permit applications may be submitted electronically through Leon County's web permitting program (Velocity Hall). This web-based permitting is available only for licensed contractors that have a master solar permit on file at DSEM.
2. Permits may be delivered to the offices of DSEM (435 N. Macomb, 2nd floor) during regular business hours.

### **Solar Installation Inspection:**

1. Inspections for roof-mounted solar PV systems include review of the connections between the solar panel brackets and the roof structure to ensure that proper connections have been made and that the roof penetrations have been properly sealed.
2. Ground-mounted PV systems will require a foundation inspection, which includes verification of the width and thickness of the foundation and the placement of reinforcing steel.
3. Electrical inspections for PV systems are required for both roof- and ground-mounted systems to ensure the wiring is properly installed, the system inverters are located in the proper locations and that the equipment disconnects are installed as per the NEC. Proper labeling of the breakers in the main distribution panel is also verified during the electrical inspection.
4. Thermal water heating systems will require inspections of the roof panel connection and piping, including a pressure test.
5. Additional requirements such as meter locations may be mandated by your electric utility provider. The applicant or homeowner will need to contact the utility provider directly to determine these requirements.

### **Notification of Electric Utility Provider:**

1. Upon receipt of a solar installation permit application at DSEM, the permit tracking system will automatically notify the electric utility provider of the submittal.
2. After final inspections of the solar PV system are completed and approved by DSEM, the permit tracking system will notify the electric utility provider that all inspections have been approved and that the system is released for service.

*Please note, however, that final approval of the Leon County permit does not qualify the owner for installation of a special metering system, as this is determined directly by the utility provider.*





## **LEON COUNTY**

**Development Support and Environmental Management**

435 North Macomb Street, Tallahassee, FL 32301

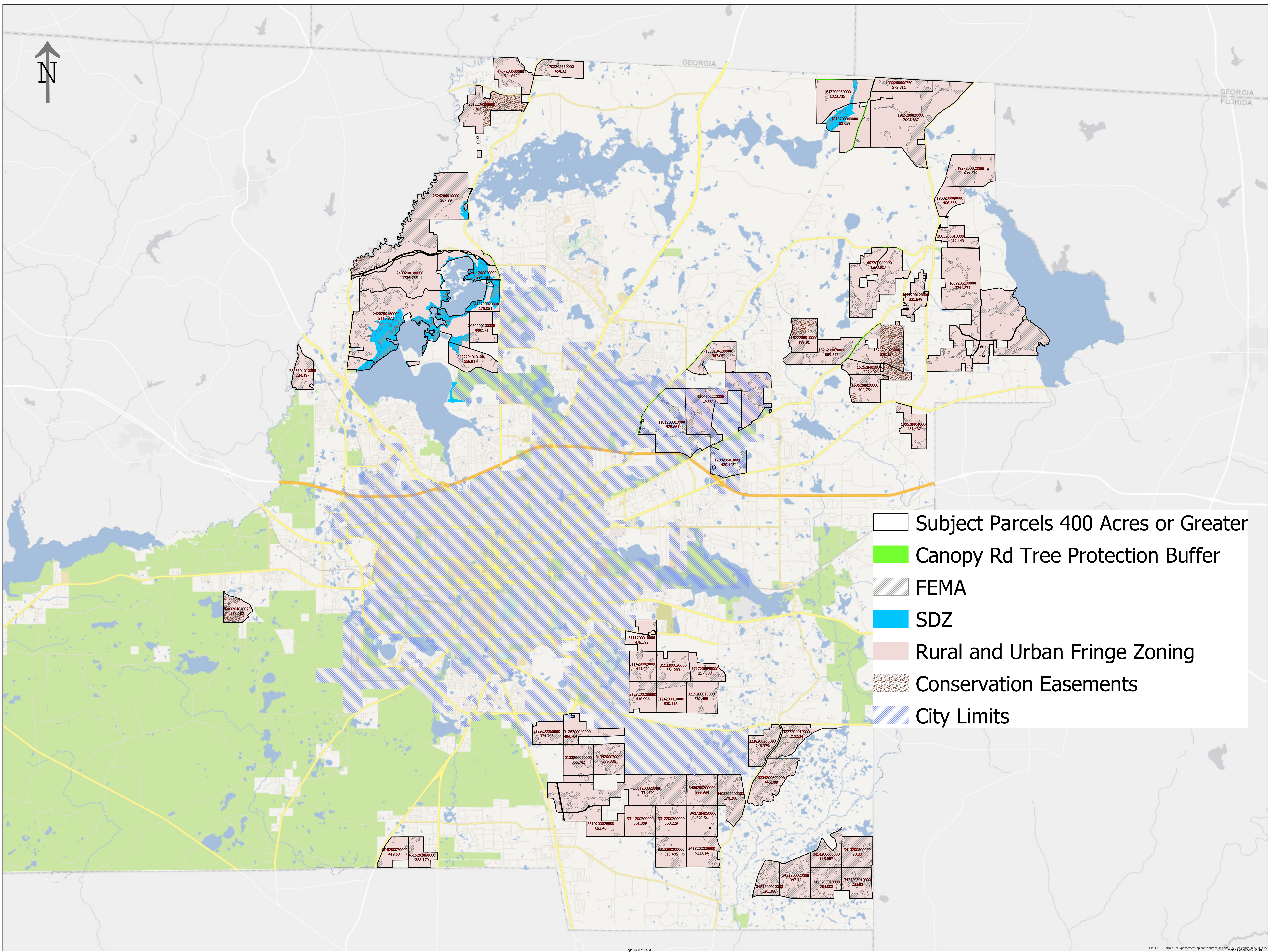
**(850) 606-1300**

**[www.LeonCountyFL.gov/DSEM](http://www.LeonCountyFL.gov/DSEM)**

**PEOPLE FOCUSED. PERFORMANCE DRIVEN.**

Page 1359 of 1403 Posted December 2, 2019





- Subject Parcels 400 Acres or Greater
- Canopy Rd Tree Protection Buffer
- FEMA
- SDZ
- Rural and Urban Fringe Zoning
- Conservation Easements
- City Limits



TAXID	CALC_ACREA	OWNER1	SDZ Acres	Canopy Rd Acres	Easement Acres	FEMA Acres	Developable Acres	Encumbrance Acres	In City Limits	Agricultural Exemption
1101200010000	1843.274	POWERHOUSE INC		1.838		300.554	1528.661	314.613	Yes	Yes
1208206010000	622.346	POWERHOUSE INC				142.201	480.145	142.201	Yes	Yes
1204202220000	2112.332	POWERHOUSE INC			7.977	478.759	1633.573	478.759	Yes	Yes
1305204040000	568.544	WATKINS CHILDREN TRUST				117.107	451.437	117.107	No	Yes
1530204180000	641.745	SUNNYHILL FARM - LEON LLC		1.393		264.798	367.062	274.683	No	Yes
1536200010000	589.528	CHAMONIX PLANTATION LLC			75.333	115.751	404.754	184.774	No	Yes
1522200010000	626.001	MARTHA FRANCES PLANTATION LLC			226.576	293.584	199.91	426.091	No	Yes
1524204020000	1126.283	CHAMONIX PLANTATION LLC		1.57	661.247	424.509	320.157	806.126	No	Yes
1603206010000	459.251	MICCOSUKEE HILLS LLC				47.102	412.149	47.102	No	Yes
1525204010000	524.395	CHAMONIX PLANTATION LLC			207.198	166.569	227.492	296.903	No	Yes
1526200070000	851.092	MARTHA FRANCES PLANTATION LLC		1.378		281.939	559.875	291.217	No	Yes
1617200120000	465.534	VAN BUREN INVESTORS LLC				133.685	331.849	133.685	No	Yes
1607200040000	1770.715	WOODFIELD SPRINGS PLANTATION INC		1.006		471.797	1290.917	479.798	No	Yes
1609206180000	4926.205	GEM LAND CO				1184.628	3741.577	1184.628	No	Yes
1707200580000	690.091	HALES PLACE PLANTATION LLC				178.249	511.842	178.249	No	Yes
1708202630000	526.466	HART PROPERTIES INC				72.146	454.32	72.146	No	Yes
1933200040000	436.497	SUNNY HILL PLANTATION LC				29.929	406.568	29.929	No	Yes
1813200040000	1210.869	GROOVER BROS FARMS OF FLORIDA LLC	235.098	3.757		131.164	937.59	273.279	No	Yes
1813200050000	1106.323	IRELAND MELVILLE H JR 1959 TRUST	47.928	1.979		49.744	1023.725	82.598	No	Yes
1900200000750	496.434	SULLIVAN SALLIE P LF EST				122.623	373.811	122.623	No	Yes
1915200020000	2880.081	GROOVER BROS FARMS OF FLORIDA LLC				788.244	2091.837	788.244	No	Yes
1927200020000	995.082	SUNNY HILL PLANTATION LC				355.71	639.372	355.71	No	Yes
2403200180000	2927.926	ORCHARD POND LLC	13.431		77.749	1178.217	1736.785	1191.141	No	Yes
2411200020000	691.952	ORCHARD POND L L C	286.256	1.219		116.408	394.434	297.518	No	Yes
2413200020000	403.32	ORCHARD POND L L C	224.269			130.915	179.051	224.269	No	Yes
2420200180000	3668.337	AYAVALLA LAND COMPANY	1223.019			1149.473	2110.372	1557.965	No	Yes
2422204010100	639.958	TURKEY BRANCH LLC	43.932			68.117	556.917	83.041	No	Yes
2424200200000	515.386	AYAVALLA LAND COMPANY	2.156			66.386	448.571	66.815	No	Yes
2525204010000	446.412	TWO MOONS LLC				212.215	234.197	212.215	No	Yes
2612204090000	1032.723	DAHL JAMES H			504.631	301.269	302.332	730.391	No	Yes
2626206010000	1417.249	DAHL JAMES	58.596	1.158	9.013	1103.413	267.389	1149.86	No	Yes
3111200010000	491.03	ST JOE COMPANY		1.481		14.437	476.593	14.437	No	Yes
3113200020000	661.016	ST JOE TIMBERLAND COMPANY				96.813	564.203	96.813	No	Yes
3114200020000	562.414	ST JOE COMPANY				150.92	411.494	150.92	No	Yes
3123200200000	550.549	ST JOE COMPANY				113.553	436.996	113.553	No	Yes
3124200010000	633.832	ST JOE COMPANY				103.714	530.118	103.714	No	Yes
3128200040000	592.692	ST JOE COMPANY				107.988	484.704	107.988	Partly	Yes
3129200060000	464.308	ST JOE COMPANY				89.512	374.796	89.512	No	Yes
3133200020000	778.73	APALACH TIMBERLANDS II LLC				222.988	555.742	222.988	No	Yes
3134200020000	629.916	APALACH TIMBERLANDS II LLC				249.58	380.336	249.58	No	Yes
3217206090000	464.605	ST JOE TIMBERLAND COMPANY				107.217	357.388	107.217	No	Yes
3219200010000	667.978	ST JOE TIMBERLAND COMPANY				105.573	562.405	105.573	No	Yes
3234200600000	911.87	BRUCE FOREST LLC				466.561	445.309	466.561	No	Yes
3301200020000	2339.28	LALAKEA RANCH LLC				1007.851	1331.429	1007.851	No	Yes
3227204010000	569.978	HACKL ENTERPRISES LLC				353.844	216.134	353.844	No	Yes
3228200200000	570.401	MADISON LUMBER PRODUCTS LLC				324.022	246.379	324.022	No	Yes

3310200020000	729.276	LALAKEA RANCH LLC				35.82	693.456	35.82	No	Yes
3311200200000	643.806	LALAKEA RANCH LLC				82.797	561.009	82.797	No	Yes
3312200200000	650.105	LALAKEA RANCH LLC				81.876	568.229	81.876	No	Yes
3313200200000	641.392	LALAKEA RANCH LLC				125.907	515.485	125.907	No	Yes
3421200020000	510.158	HACKLCO LLC				318.87	191.288	318.87	No	Yes
3422200020000	817.579	HACKLCO LLC				420.159	397.42	420.159	No	Yes
3423200020000	606.775	HACKLCO LLC				322.767	284.008	322.767	No	Yes
3424206010000	589.154	HACKLCO LLC				355.234	233.92	355.234	No	Yes
3405200200000	730.912	EVANS RICHARD & VICTORIA REVOCBALE TRU				552.626	178.286	552.626	No	Yes
3406200200000	640.412	EVANS RICHARD & VICTORIA REVOCABLE TRU				340.428	299.984	340.428	No	Yes
3407204050000	638.319	MKFT TIMBERLANDS LLC				117.778	520.541	117.778	No	Yes
3413200500000	643.025	HACKLCO LLC				544.192	98.833	544.192	No	Yes
3414200600000	515.965	HACKLCO LLC				400.158	115.807	400.158	No	Yes
3418202020000	663.048	LALAKEA RANCH LLC				151.234	511.814	151.234	No	Yes
4203204040020	427.411	JIMMIE CROWDER EXCAVATING AND LAND			225.75	217.233	178.182	249.229	No	No
4615202060000	429.581	ST JOE TIMBERLAND COMPANY				71.402	358.179	71.402	No	Yes
4616200070000	449.94	ST JOSEPH LAND & DEVELOPMENT CO				30.31	419.63	30.31	No	Yes

605.0598095





## MEMORANDUM

**TO:** Ryan Culpepper, Director, Development Services  
Leon County Development Support & Environmental Management

**THROUGH:** Artie White, Administrator/Comprehensive Planning  
Tallahassee-Leon County Planning Department

**FROM:** Stephen Hodges, Senior Planner  
Tallahassee-Leon County Planning Department

**DATE:** October 18, 2019

**SUBJECT:** Consistency Review of Proposed Leon County Solar Systems Ordinance

---

Pursuant to Section 163.3194 (b), Florida Statutes, all land development regulations enacted or amended must be consistent with the adopted comprehensive plan. In October 2019, the Leon County Department of Development Support and Environmental Management (DSEM) requested Planning staff to review a proposed Ordinance to ensure consistency with all relevant Comprehensive Plan policies.

This proposed Ordinance is intended to encourage the use of solar energy systems as an alternative and sustainable source of renewable energy by providing a minimal and expedited permitting process with minimal permit costs for prospective applicants, and by establishing a new section in the Land Development Code to consolidate the County's guidelines for the installation of solar energy systems.

Planning staff originally found several inconsistencies between an earlier draft of the proposed Ordinance and the Land Use Element and Glossary of the Plan. These inconsistencies would not allow the location of utility-scale solar systems in the Industrial, Light Industrial, Urban Fringe, and Rural zoning districts as provided in the proposed Ordinance based on their classification as Heavy Infrastructure which is not permitted in many land use categories and zoning districts.

To remove these inconsistencies, staff recommended a Comprehensive Plan amendment that would change the definition of utility scale solar systems and resolve an internal inconsistency in the Land Element. The proposed amendment, which is scheduled for adoption in December 2019, will recognize solar electric generating systems as "Light Infrastructure," which will allow for the use of rooftop, accessory and neighborhood-scale solar energy systems in all zoning districts as provided in the proposed Ordinance. This designation will also allow utility-scale solar energy systems connected to the local utility power grid for distribution of electricity to consumers to be allowed within the Industrial, Light Industrial, Urban Fringe, and Rural zoning districts as provided in the proposed Ordinance. The Comprehensive Plan amendment will also classify solar energy systems as Light Infrastructure in the Glossary of the Comprehensive Plan and will clarify an existing internal inconsistency between Policy 2.2.16: [L] in the Land Use Element and the Leon County land use development matrix in the same element.

## Conclusion

Pending approval of proposed Comprehensive Plan Amendment LTA201901, Planning staff finds the proposed ordinance consistent with the Comprehensive Plan based on the policy language contained in the Plan, including Policy 2.2.1 and the land use development matrix regarding Heavy Infrastructure in the Land Use Element of the Plan, and the Glossary of the Plan.

# Hopping Green & Sams

Attorneys and Counselors

November 5, 2019

Ryan Culpepper, AICP  
Director, Development Services  
435 N. Macomb St.  
Tallahassee, FL 32301

Re: Comments on Draft Solar Ordinance

Dear Ryan:

On behalf of Florida Renewable Partners (“FRP”), we are pleased to submit this comment letter regarding Leon County’s proposed ordinance establishing Land Development Code requirements for the installation of solar energy systems.

Based on our preliminary review of the proposed ordinance and our experience with development of utility-scale solar systems, we identify below our concerns with the proposed ordinance.

## Setbacks and Screening

The ordinance proposes 200-foot setbacks and a Type “D” sized buffer for utility-scale solar systems. In our opinion, these requirements will significantly impact development costs and will limit the number of sites available for development of solar in Leon County. These requirements will place Leon County at a competitive disadvantage as compared to other local governments.


1. Sec. 10-6.820(2)(c)(4), Setbacks - A 200-foot setback impacts project viability. We propose reducing the setbacks to those typical in the industry - 50 feet from residential and 25 feet from any other property line. The solar fields are unmanned, virtually silent, low to the ground, and have almost no lighting. Solar fields make great neighbors as compared to typical agricultural uses and, in the case of a unique setting, the special exception process will allow the neighbor and County to participate in the final setback and screening requirements.
2. Sec. 10-6.820(2)(c)(5), Screening – The additional cost of a Type “D” buffer around a typical solar facility along with irrigation costs is prohibitive. Solar fields are typically in the range of 400 to 600 acres resulting in a significant area being subject to a buffer requirement. Again, solar fields are quiet and low to the ground. We have worked with local governments to provide adequate buffering based on an assessment of surrounding uses such as that required under special exception review.

### Additional Concerns

While the setback and screening provisions are major issues, we would like to bring the following concerns to your attention as well.

3. Sec. 10-101 Definitions, Utility-Scale Solar Energy System – Please provide clarification regarding the components of utility-scale solar energy system. Solar generation is generally the principal use of the property but solar farms may also include small administration/maintenance buildings, transmission lines, substations, energy storage equipment and related accessory uses and structures.
4. Sec. 10-6.820(2), Solar Energy Systems – Please clarify that utility-scale solar projects are exempt from the requirement for building permits. Florida Statutes, Section 553.73(10)(f), provides an exemption from the Florida Building Code for structures of electric utilities as defined in Florida Statute Section 366.02. Also, the Florida Building Code, Section 102.2(f), contains the same exemption, “Those structures or facilities of electric utilities, as defined in Section 366.02, F.S., which are directly involved in the generation, transmission or distribution of electricity, are exempt from the Florida Building Code.”
5. Sec. 10-6.820(2)(c)(1), Location (b) – We propose deletion of this requirement. In essence the proposed language requires an applicant to submit an alternatives analysis. We have not encountered a similar requirement in other jurisdictions. It is burdensome and not necessary for the effective planning of solar fields. Additionally, property zoned M-1 is more suited to industrial type uses of higher intensity with less land requirements. Utility-scale solar has larger land requirements and does not compete for the same property that a traditional industrial land use would.
6. Sec. 10-6.820(2)(c)(2), Scale – We propose deletion of this requirement. The purpose of the size limit for the Rural and Urban Fringe zoning districts as compared to M-1 and Industrial is not clear. Some solar projects may be over 800 acres. The County/City will still be able to review those projects through the special exception process. A minimum size requirement (i.e. 20 acres) is more typical in order to separate smaller solar projects from a utility scale project.
7. Sec. 10-6.820(2)(c)(3), Height – Please clarify that the maximum height provisions do not apply to transmission lines, substations, administrative or maintenance buildings or project signs.
8. Sec. 10-6.820(2)(c)(8), Local Utility Approval – Please clarify the purpose and scope of the documentation request where connection to a local utility grid is proposed.
9. Please explain how the County and City of Tallahassee would coordinate review of projects falling within both jurisdictions.

We appreciate the opportunity to provide these comments ahead of a Planning Commission recommendation on the proposed ordinance.

Sincerely,  
  
Vinette Godelia  
Brooke Lewis  
Hopping Green & Sams



## NOTICE OF ESTABLISHMENT OR CHANGE OF A LAND USE REGULATION

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the "County") will conduct a public hearing on Tuesday, December 10, 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 10, THE LAND DEVELOPMENT CODE, OF THE CODE OF LAWS OF LEON COUNTY, FLORIDA; AMENDING SECTION 10-1.101, DEFINITIONS; CREATING A NEW SECTION 10-6.820 ENTITLED "SOLAR ENERGY SYSTEMS"; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

All interested parties are invited to present their comments at the public hearing at the time and place set out above.

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is to be based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this proceeding should contact Mathieu Cavell or Facilities Management, Leon County Courthouse, 301 South Monroe Street, Tallahassee, Florida 32301, by written request at least 48 hours prior to the proceeding. Telephone: 850-606-5300 or 850-606-5000; 1-800-955-8771 (TTY), 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Copies of said ordinance may be inspected at the following locations during regular business hours:

Leon County Courthouse  
301 S. Monroe St., 5th Floor Reception Desk  
Tallahassee, Florida 32301

and

Leon County Clerk's Office  
315 S. Calhoun Street, Room 750  
Tallahassee, Florida 32301

Advertise: December 2, 2019

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #36**



# Leon County Board of County Commissioners

## Agenda Item #36

December 10, 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 a Portion of Unimproved Right-of-Way Lying Between Lot 11, Block “A” and Lot 1, Block “B” as Shown on the Plat of Velda Oaks

<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 David McDevitt, Director, Development Support and Environmental Management Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Dan Rigo, Assistant County Attorney Mitzi M. McGhin, Real Estate Specialist Shawna Martin, Principal Planner

### **Statement of Issue:**

This item requests the Board conduct the first and only Public Hearing and consider adoption of the proposed Resolution renouncing and disclaiming the County’s right in a previously planned road for a northern entrance to the Velda Oaks subdivision.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Conduct the first and only Public Hearing and adopt the Resolution renouncing and disclaiming any right of the County in a portion of an unimproved road right-of-way lying between Lot 11, Block “A” and Lot 1, Block “B” as shown on the plat of Velda Oaks (Attachment #1).

Title: First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in a Portion of Unimproved Right-of-Way Lying Between Lot 11, Block “A” and Lot 1, Block “B” as Shown on the Plat of Velda Oaks

December 10, 2019

Page 2

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## **Report and Discussion**

### **Background:**

At the November 12, 2019 meeting, the Board approved the scheduling of this first and only Public Hearing to consider adopting the proposed Resolution renouncing and disclaiming any right of the County in a portion of the platted unimproved road right-of-way lying between Lot 11, Block “A” and Lot 1, Block “B” (Attachment #1) as shown in the plat of the Velda Oaks subdivision (the “Platted Interconnection”).

The Velda Oaks Homeowners’ Association (“HOA”) has submitted an abandonment application to ensure the existing subdivision access from Velda Dairy Road remains in place and that the Platted Interconnection for the proposed future access to the commercially zoned property to the north is abandoned (Attachment #2). Velda Oaks is a single-family detached residential subdivision that borders commercially-zoned property to the north (Attachment #3). The Leon County Land Development Code does not require residential development to interconnect to adjacent commercial properties, as these two development types are not considered compatible.

The Velda Oaks Subdivision was reviewed and approved as a Planned Unit Development (PUD) district in 2006. The subdivision was originally approved as a 74-lot, single-family attached subdivision. During the PUD rezoning process, nearby residents were concerned about the proposed density of the development and the additional vehicular trips it would add to Velda Dairy Road, a major collector roadway. The PUD was ultimately approved with the condition that the development provide an interconnection to the adjacent property to the north when it developed and that the current access to Velda Dairy Road would be closed at that time. The interconnection was not required by the Land Development Code but was the result of negotiations with the developer to address citizen concerns. At the May 9, 2006 regular meeting, the Board approved staff’s recommendation providing for the Platted Interconnection “in case such an interconnection proves to be advantageous to the community in the future.”

The proposed 74-lot attached single-family subdivision was never built and was eventually sold to another developer in 2013. The new owners did not wish to develop attached housing and thus submitted a minor amendment to the PUD Concept Plan and Final Plan that reduced the number of lots to 46 and changed the use to allow only single-family detached dwelling units (Attachment #4). DSEM advised the new owners at the time of the minor modification of the requirement for future interconnection to the north and subsequent closing of the Velda Dairy Road entrance. Since the number of vehicular trips and the density of development had been drastically reduced the owner was advised to consider modifying the PUD language to remove this requirement; however, the developer chose not to pursue this action and to leave the decision to the future homeowners’ association.

In December 2018, a development application was submitted for a proposed 107,791 square foot self-storage facility on the property directly to the north of Velda Oaks Subdivision. It was only then that the Velda Oaks HOA discovered the requirement to close the existing access connection to Velda Dairy Road and make a new connection through this commercial property to

Title: First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in a Portion of Unimproved Right-of-Way Lying Between Lot 11, Block “A” and Lot 1, Block “B” as Shown on the Plat of Velda Oaks

December 10, 2019

Page 3

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Bradfordville Road. Following this discovery, the Velda Oaks HOA submitted its abandonment application.

The requirement for the Velda Oaks Subdivision to provide an interconnection to the north was put in place when the development was proposed as a 74-lot single-family attached subdivision. The subdivision was since modified and ultimately developed as a 46-lot single family detached subdivision. The reduction in the density of the subdivision and the resultant reduction in vehicular trips to Velda Dairy Road no longer warrant a connection to the north. There have been no major issues with the existing connection from the subdivision to Velda Dairy Road and, therefore, there is no advantage to closing the existing access connection in order to connect to the north.

Upon the Velda Oaks HOA’s submittal of the complete abandonment application, County Real Estate staff solicited comments from appropriate County Departments regarding any concerns or problems that would result from the abandonment of the Platted Interconnection. The responses indicated there were no objections to abandoning this road right-of way.

**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 public in and to the unimproved portion of road right-of-way 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 #5).

**Options:**

1. Conduct the first and only Public Hearing and adopt the Resolution renouncing and disclaiming any right of the County in a portion of an unimproved road right-of-way lying between Lot 11, Block “A” and Lot 1, Block “B” as shown on the plat of Velda Oaks (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 a portion of an unimproved road right-of-way lying between Lot 11, Block “A” and Lot 1, Block “B” as shown on the plat of Velda Oaks.
3. Board direction.

**Recommendation:**

Option #1

Title: First and Only Public Hearing to Consider a Proposed Resolution Renouncing and  
Disclaiming any Right of the County in a Portion of Unimproved Right-of-Way Lying  
Between Lot 11, Block "A" and Lot 1, Block "B" as Shown on the Plat of Velda Oaks  
December 10, 2019  
Page 4

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Attachments:

1. Resolution
2. Abandonment Application from Velda Oaks Homeowners Association Inc.
3. Location map
4. Plat of Velda Oaks
5. Notice of public hearing

**RESOLUTION: 19-\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
LEON COUNTY, FLORIDA RENOUNCING AND DISCLAIMING ANY  
RIGHT OF THE COUNTY IN THE UNIMPROVED PORTION OF ROAD  
RIGHT-OF-WAY LYING BETWEEN LOT 11, BLOCK “A,” AND LOT 1,  
BLOCK “B,” AS SHOWN ON THE PLAT OF VELDA OAKS**

**WHEREAS**, on the 26th day of November, 2019, the Board of County Commissioners of Leon County, Florida (hereinafter the “Board”) published a notice of public hearing to take place on December 10, 2019 at which the Board would consider the renunciation and disclaimer of any right or interest of Leon County in and to the use of the unimproved portion of road right-of-way extending northwesterly from Velda Oaks Circle and lying between Lot 11, Block “A,” and Lot 1, Block “B,” as shown on the plat of Velda Oaks. The unimproved portion of road right-of-way to be renounced and disclaimed is further delineated and depicted on **Composite Exhibit “A”** attached hereto (hereinafter the “Unimproved Road Right-of-Way”); and

**WHEREAS**, said notice of public hearing is evidenced by the Proof of Publication attached hereto as **Exhibit “B”**, 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 said public hearing on December 10, 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 Unimproved Road Right-of-Way is delineated on the plat of Velda Oaks recorded in Plat Book 21, Page 26, Official Records of Leon County, Florida, and hereby renounces and disclaims any right or interest of Leon County or the public in the Unimproved Road 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 10th day of December, 2019.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Bryan Desloge, Chairman  
Board of County Commissioners

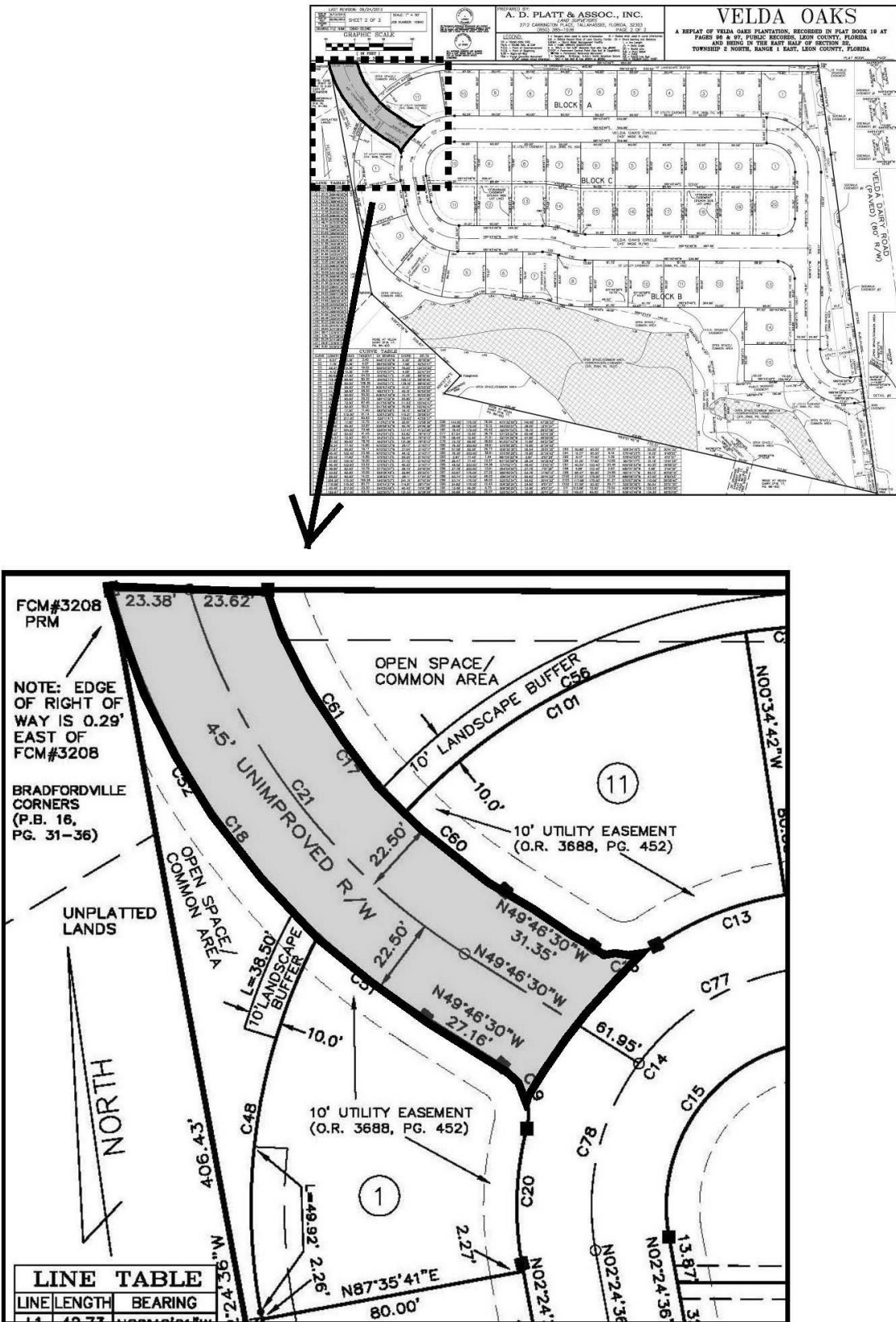
ATTESTED BY:  
Gwendolyn Marshall, Clerk of Court &  
Comptroller, Leon County, Florida

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

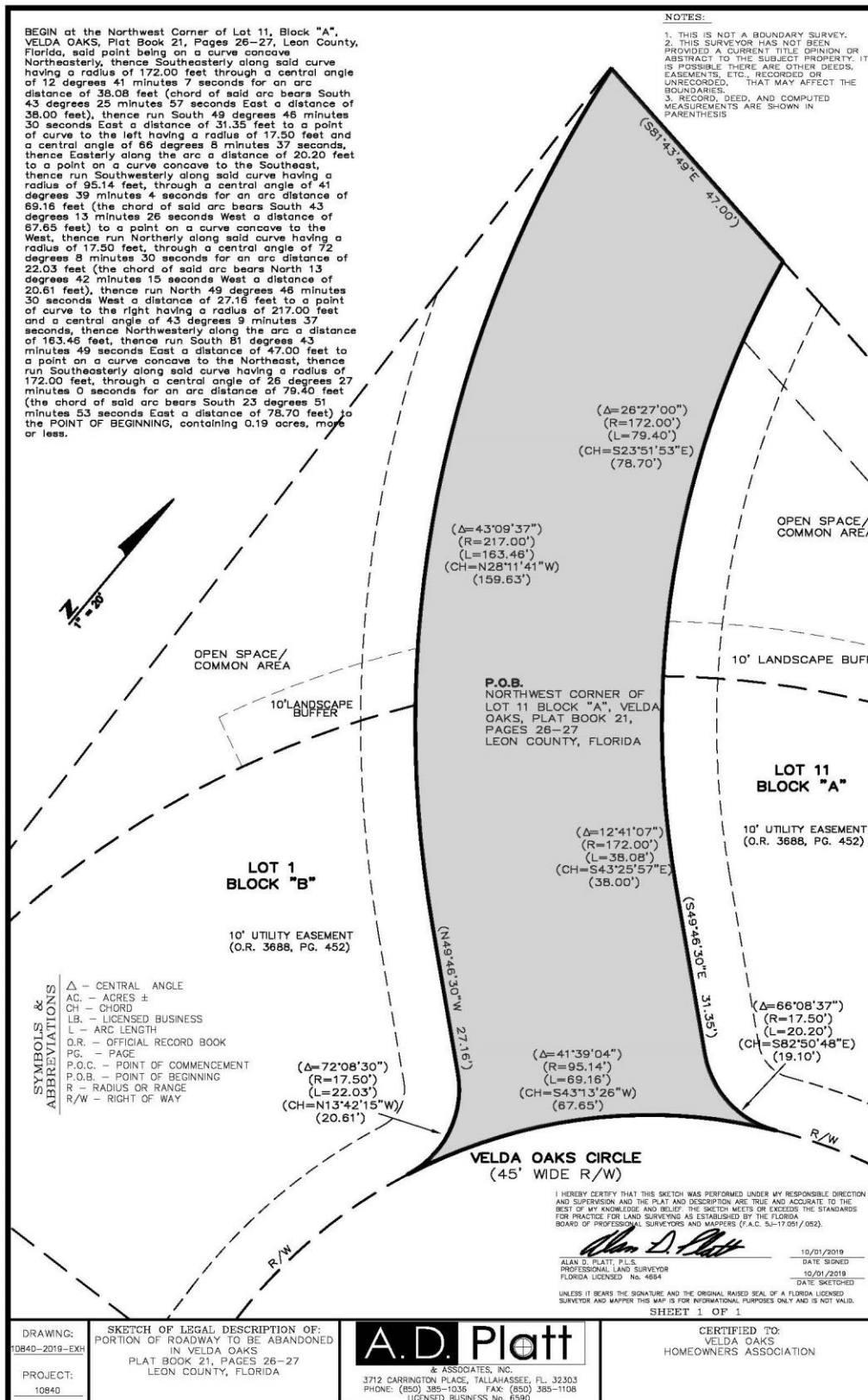
APPROVED AS TO FORM:  
Leon County Attorney's Office

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

Composite Exhibit "A"  
Unimproved Road Right-of-Way



### Sketch of Description of Unimproved Road Right-of-Way





## Exhibit “B”

### 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, December 10, 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 the use of a portion of an unimproved and unnamed road right-of-way located off of Velda Oaks Circle, lying between Lot 11, Block “A” and Lot 1, Block “B” as shown on the plat of the Velda Oaks Subdivision recorded in Plat Book 21, Page 26, of the Public Records of Leon County, Florida.

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: November 26, 2019

A19-0792



## 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:   X   Release of Easement  
Type of Easement:   X   Utility        Stormwater        Access/Parking  
  X   Abandonment of Right-of-Way  
       Closure of a Public Street  
  
Street Name:   Unnamed right-of-way stub off Velda Oaks Circle
2. Property Owner's Name:   Leon County    
Mailing Address:   301 S. Monroe Street    
  Tallahassee     Florida     32301    
  City     State     Zip    
Telephone No.:   850-606-5142    
Email Address:   McGhinM@leoncountyfl.gov
3. Applicant's (Optionee) Name:   Velda Oaks Homeowners Association, Inc.    
Mailing Address:   3564 Velda Oaks Circle    
  Tallahassee     Florida     32309    
  City     State     Zip    
Telephone No.:   850-294-2958    
Email Address:   veldaoakshoasecretary@gmail.com
4. Agent's Name:   Paradigm Engineers & Associates, PLLC    
Mailing Address:   3420 Mahoney Drive    
  Tallahassee     Florida     32309    
  City     State     Zip    
Telephone No.:   850-385-5796    
Email Address:   mschuster@paradigm-engineers.com
5. Parcel Identification Number:   See attached list
6. Zoning District:   PUD with Bradfordville Commercial 1 (BC-1) base zoning
7. Acreage of square footage of area applicable to abandonment:   8,197 R/W + 3,156 UE

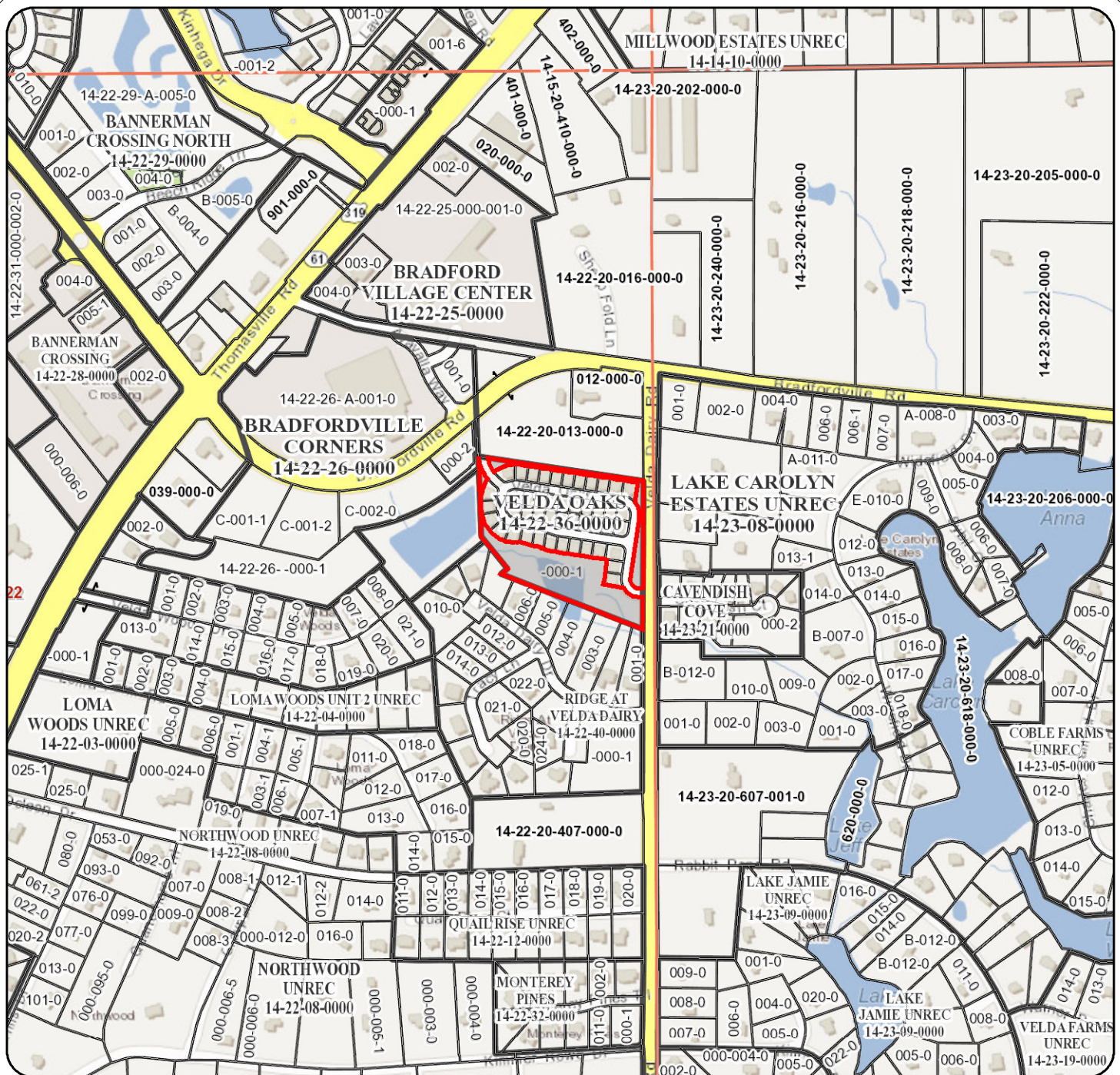
### ABANDONMENT CHECKLIST

Parcel ID No.: Public R/W to 142236 A0110, 142236 0001 & 142236 B0010

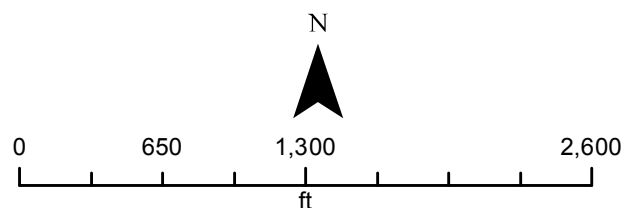
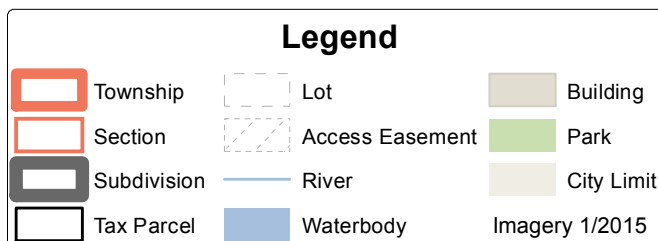
- A. This completed checklist
  - B. Completed Application for Abandonment. **(original)**
  - C. Completed Owner's Affidavit for property adjacent to right-of-way to be abandoned or property on which easement to be abandoned is located. **(original)**
  - D. Legal description of all property proposed 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.

Posted December 2, 2019





142236 0001



Akin Akinyemi, R.A.  
Leon County Property Appraiser

315 S. Calhoun St, Third Floor  
Tallahassee, FL 32301

Phone: (850) 606-6200  
Fax: (850) 606-6201

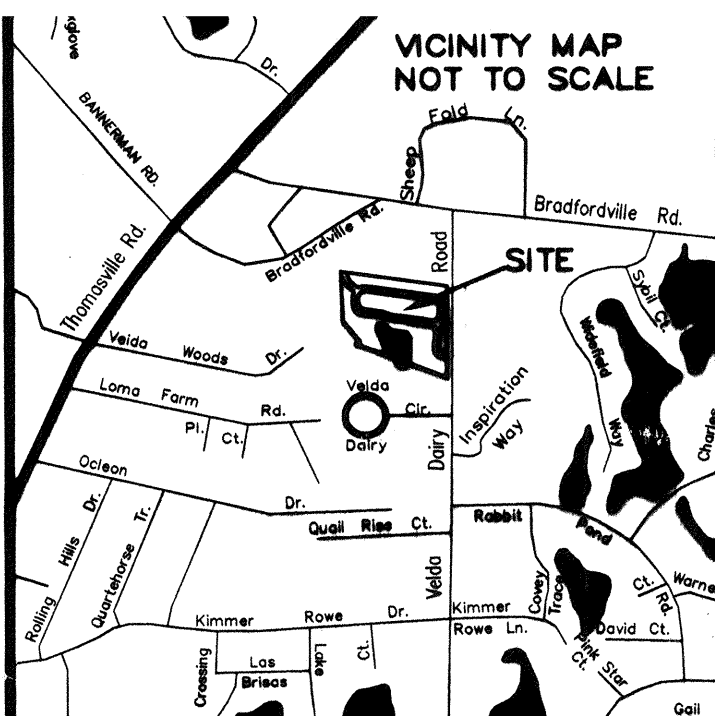
Email: [admin@leonpa.org](mailto:admin@leonpa.org)  
Website: [leonpa.org](http://leonpa.org)

**DISCLAIMER:** This product has been compiled from the most accurate source data from Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Leon County, the City of Tallahassee, and the Leon County Property Appraiser's Office assume no responsibility for any use of the information contained herein or any loss resulting therefrom.

Date Drawn: Oct 25, 2019



20130098994  
THIS DOCUMENT HAS BEEN  
RECORDED IN THE PUBLIC RECORDS  
OF  
LEON COUNTY FL  
PLAT BK: 21 PG: 26, Page 1 of 2  
10/16/2013 at 02:54 PM,  
BOB INZER, CLERK OF COURTS

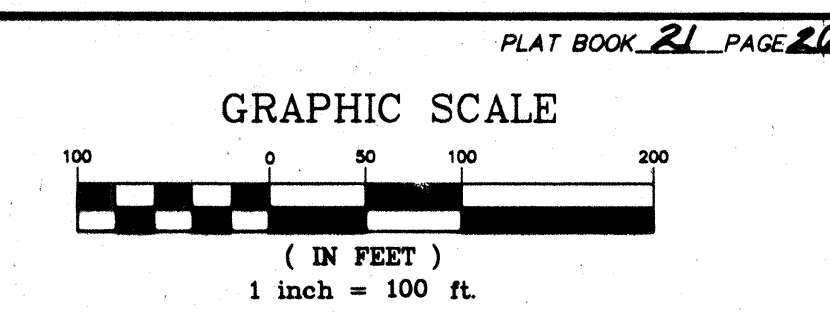


**A. D. PLATT & ASSOC., INC.**  
LAND SURVEYORS  
3712 CARRINGTON PLACE, TALLAHASSEE, FLORIDA, 32303  
(850) 385-1036  
PAGE 1 OF 2

**LEGEND:**  
T = Tangent when used in curve information R = Radius when used in curve information  
S.W.A.L.F. = Storm Water Management Facility Ch = Chord bearing and distance  
L = Arc Length  
H.O.A. = HOME OWNERS ASSOCIATION  
P.O.C. = Point of Commencement  
P.O.B. = Point of Beginning  
R/W = Right-of-Way  
FCM = Found Concrete Monument  
T = Township  
R = Range  
H.A.D. = North American Datum  
T.C. = TALLAHASSEE COOP. (O.R. 3688, PG. 452)

NOTE: P.O.C. TO P.O.B. IS NOT TO SCALE

**VELDA OAKS**  
A REPLAT OF VELDA OAKS PLANTATION, RECORDED IN PLAT BOOK 19 AT  
PAGES 96 & 97, PUBLIC RECORDS, LEON COUNTY, FLORIDA  
AND BEING IN THE EAST HALF OF SECTION 22,  
TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA



NOTE: A TIE HAS BEEN MADE TO THE FLORIDA NORTH ZONE BY OBSERVING THE GLOBAL POSITIONING SATELLITE NETWORK WITH GPS RECEIVERS. NORTHINGS, EASTINGS AND BEARINGS SHOWN ARE BASED ON THESE OBSERVATIONS, PER N.A.D. 1983.

**BOB INZER**  
Accepted for files and recorded this 16th day of  
OCTOBER, A.D., 2013, in  
Plat Book 21, Page 26  
(By) Alfreda Coleman  
Deputy Clerk of the Circuit Court,  
Leon County, Florida

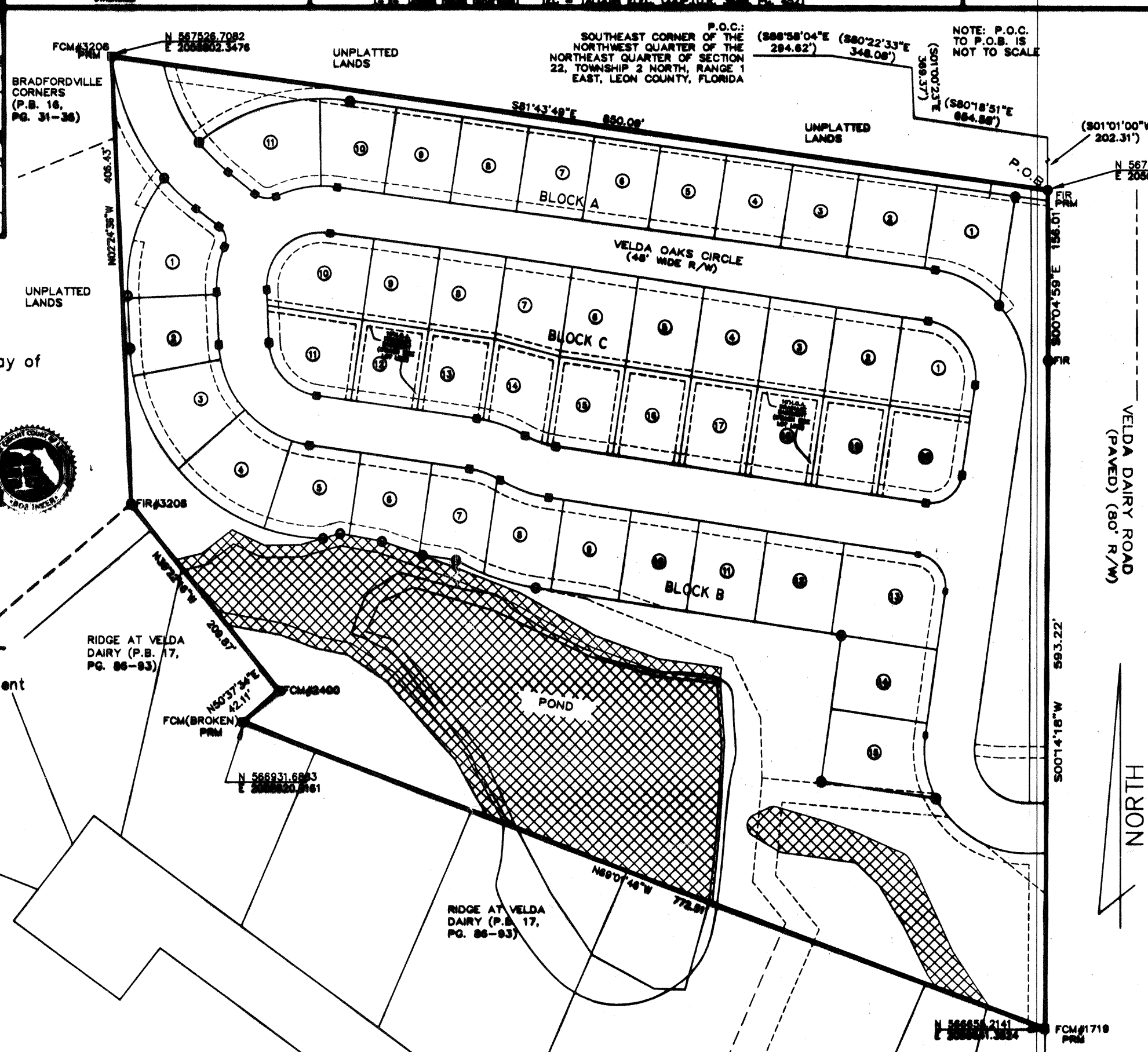
**SITE PLAN REVIEW APPROVAL**  
This plat conforms to the site development plan previously approved under the provisions of the Leon County Code of Laws this: 16th day of OCTOBER, A.D., 2013.  
(By) DAVID R. McDEVITT  
Development Support and Environmental Management

**JOINDER IN DEDICATION:**  
TALQUIN ELECTRIC COOPERATIVE, INC. has an interest in the property described hereon, and joins in this dedication as recorded in Official Records Book 4588, Page 946, Public Records of Leon County, Florida.

**JOINDER IN DEDICATION:**  
Capital City Bank has an interest in the property described hereon, and joins in this dedication as recorded in Official Records Book 4587, Page 2348, Public Records of Leon County, Florida.

**NOTICE:**  
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.  
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

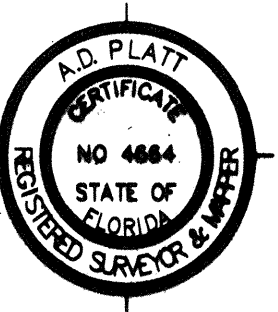
**PLAT REVIEW**  
PLAT REVIEWED FOR COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES.  
James C. Pilcher 10/15/2013  
JAMES C. PILCHER  
FLORIDA PROFESSIONAL SURVEYOR & MAPPER #6059  
LAST REVISION: 10/09/2013  
DATE OF SURVEY: 06/13/2013  
DATE OF PLAT: 06/05/2013  
SHEET 1 OF 2  
DRAWING FILE NAME: 10840-SD.DWG



**COUNTY COMMISSION**  
The Board of County Commissioners of Leon County, Florida, approves and joins in the dedication of this plat  
this 8th day of OCTOBER, A.D., 2013  
Kate Adams, Vice Chair  
CHAIRPERSON  
Robert Adams, Jr.  
COUNTY ATTORNEY  
R. B. K. 10/15/13  
COUNTY ENGINEER

**MAINTENANCE:** All Unimproved Rights-of-Way, open spaces, common areas, landscape buffers and facilities, easements including Drainage Easements, and rights-of-way providing ingress and egress to the property hereon described, except for the following: Velda Oaks Circle, Public Drainage Easements, and Sidewalk Easements as depicted hereon; shall be maintained by the Velda Oaks Homeowners Association, Inc., and Leon County is not responsible for the maintenance of the above.

**SURVEYOR'S CERTIFICATION:**  
SURVEYOR'S CERTIFICATION:  
I hereby certify that this survey was made under my responsible direction and supervision, is a correct representation of the land surveyed, that the Permanent Reference Monuments and Permanent Control Points have been set and that the survey data and monumentation complies with Chapter 177 of the Florida Statutes and with the minimum technical standards for land surveying (F.A.C. 5J-17.051/.052).  
A. D. Platt 10/09/2013  
ALAN D. PLATT  
FL. Surveyor & Mapper No. 4664  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER



**DEDICATION**  
STATE OF FLORIDA  
COUNTY OF LEON  
Know all men by these presents that TALLAFLO ENTERPRISES 2, LLC, a Delaware Limited Liability Company and PREMIER SOUTHWOOD, LLC, a Florida Limited Liability Company, owners in fee simple of the land shown hereon, platting as VELDA OAKS, and more particularly described as follows:

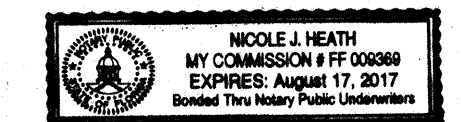
Commence at the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 22, Township 2 North, Range 1 East, Leon County, Florida and run thence South 88 degrees 58 minutes 04 seconds East 294.62 feet, thence South 80 degrees 22 minutes 33 seconds East 348.08 feet, thence South 01 degrees 00 minutes 23 seconds East 369.37 feet, thence South 80 degrees 18 minutes 51 seconds East 654.58 feet, thence South 01 degrees 01 minutes 00 seconds West 202.31 feet to an iron rod on the Westerly right of way boundary of Velda Dairy Road (80' wide), said iron rod marking the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 00 degrees 04 minutes 59 seconds East along the said Westerly boundary a distance of 156.01 feet to an iron rod, thence run South 00 degrees 14 minutes 18 seconds West a distance of 593.22 feet to a concrete monument (#1719), thence leaving the said Westerly right of way boundary run North 69 degrees 01 minutes 46 seconds West a distance of 772.51 feet to a concrete monument (broken), thence run North 50 degrees 37 minutes 34 seconds East a distance of 42.11 feet to a concrete monument (#2400), thence run North 39 degrees 22 minutes 16 seconds West a distance of 209.87 feet to an iron rod (#3208), thence run North 02 degrees 24 minutes 36 seconds West a distance of 406.43 feet to a concrete monument (#3208), thence run South 81 degrees 43 minutes 49 seconds East a distance of 850.09 feet to the POINT OF BEGINNING, containing 12.13 acres, more or less.

Has caused said land to be divided and subdivided as shown hereon and does hereby dedicate to the following:

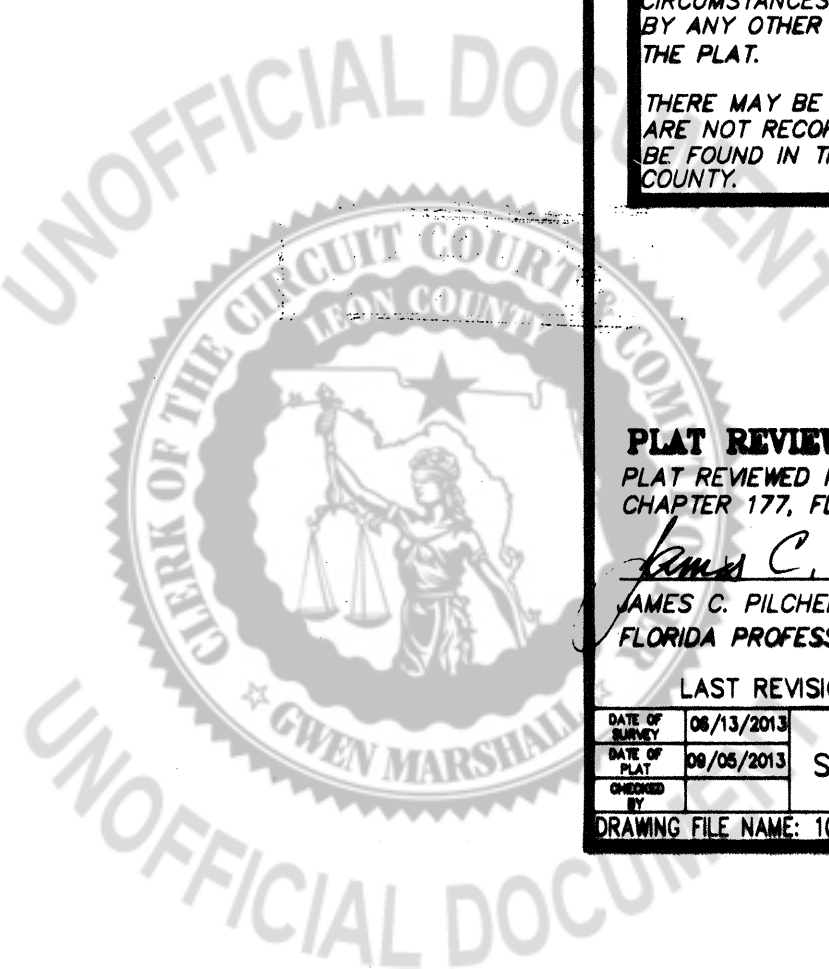
- 1) To the perpetual use of the Public all roads and road rights-of-way, all utility easements, public drainage easements and sidewalk easements as depicted hereon.
- 2) To the perpetual use of Velda Oaks Homeowners Association, Inc. all Open Space/Common Areas, H.O.A. drainage easements, sign easement and landscape Buffers as depicted hereon.

Reserving, however, the reversion or reversions thereof should the same be renounced, disclaimed, abandoned or the use thereof discontinued as prescribed by law by appropriate action by the proper officials having charge of jurisdiction thereof,  
this 14th day of OCTOBER, A.D., 2013  
TOM ASBURY  
TOM ASBURY, MANAGER/MEMBER  
TALLAFLO ENTERPRISES 2, LLC, and  
PREMIER SOUTHWOOD, LLC

**ACKNOWLEDGEMENT**  
STATE OF FLORIDA, COUNTY OF LEON  
The foregoing instrument was acknowledged before me this  
14th day of OCTOBER, A.D., 2013, by TOM ASBURY, MANAGER/MEMBER for TALLAFLO ENTERPRISES 2, LLC, and PREMIER SOUTHWOOD, LLC, and acknowledges that he executed the foregoing Dedication freely and voluntarily for the uses and purposes therein stated. He is personally known to me and did not take an oath.  
Nicole J. Heath  
My Commission expires 8/17/17



- NOTES:**
- 1) Bearings are based on Grid North, Florida North Zone. (NAD 1983)
  - 2) There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of this County.
  - 3) Date of Boundary Survey: 06/13/2013
  - 4) All platted utility easements shall be for the construction, installation, maintenance, and operation of cable television services. The cable television company shall not interfere with the facilities and services of an electric, telephone, gas or other public utility, and shall be solely responsible for any damages incidental to said public utilities.
  - 5) Lots shown herein shall not be further subdivided.
  - 6) Unless shown, all corners are rod and caps #6590
  - 7) Fixed improvements on this property have not been located.
  - 8) All measurements refer to horizontal plane and are in accordance with the United States Bureau of Standards definition of a foot.
  - 9) The construction of permanent structures, excluding driveways, is prohibited within drainage and utility easements.
  - 10) The construction of permanent structures, excluding stormwater management structures, is prohibited within stormwater management facilities.
  - 11) Talquin Electric Coop. Inc. utility easement recorded in O.R.B. 3688, PG. 452.
  - 12) Restrictive Covenants have been recorded at O.R. 4590 Page 1309
  - 13) THE TWO 10'x10' "ADDITIONAL EASEMENTS" SHOWN IN BLOCK "C" OF VELDA OAKS PLANTATION RECORDED IN PLAT BOOK 19, PAGES 96 & 97, PUBLIC RECORDS OF LEON COUNTY, FLORIDA, ARE BEING VACATED BY THIS PLAT.
  - 14) THE 10' LANDSCAPE EASEMENT BEHIND LOTS 3, 4, & 5 OF BLOCK "B" AS SHOWN IN VELDA OAKS PLANTATION RECORDED IN PLAT BOOK 19, PAGES 96 & 97, PUBLIC RECORDS OF LEON COUNTY, FLORIDA, ARE BEING VACATED BY THIS PLAT.





DATE OF PLAT: 06/05/2013  
SHEET 2 OF 2  
JOB NUMBER: 10840  
DRAWING FILE NAME: 10840-SD.DWG

SCALE: 1" = 50'

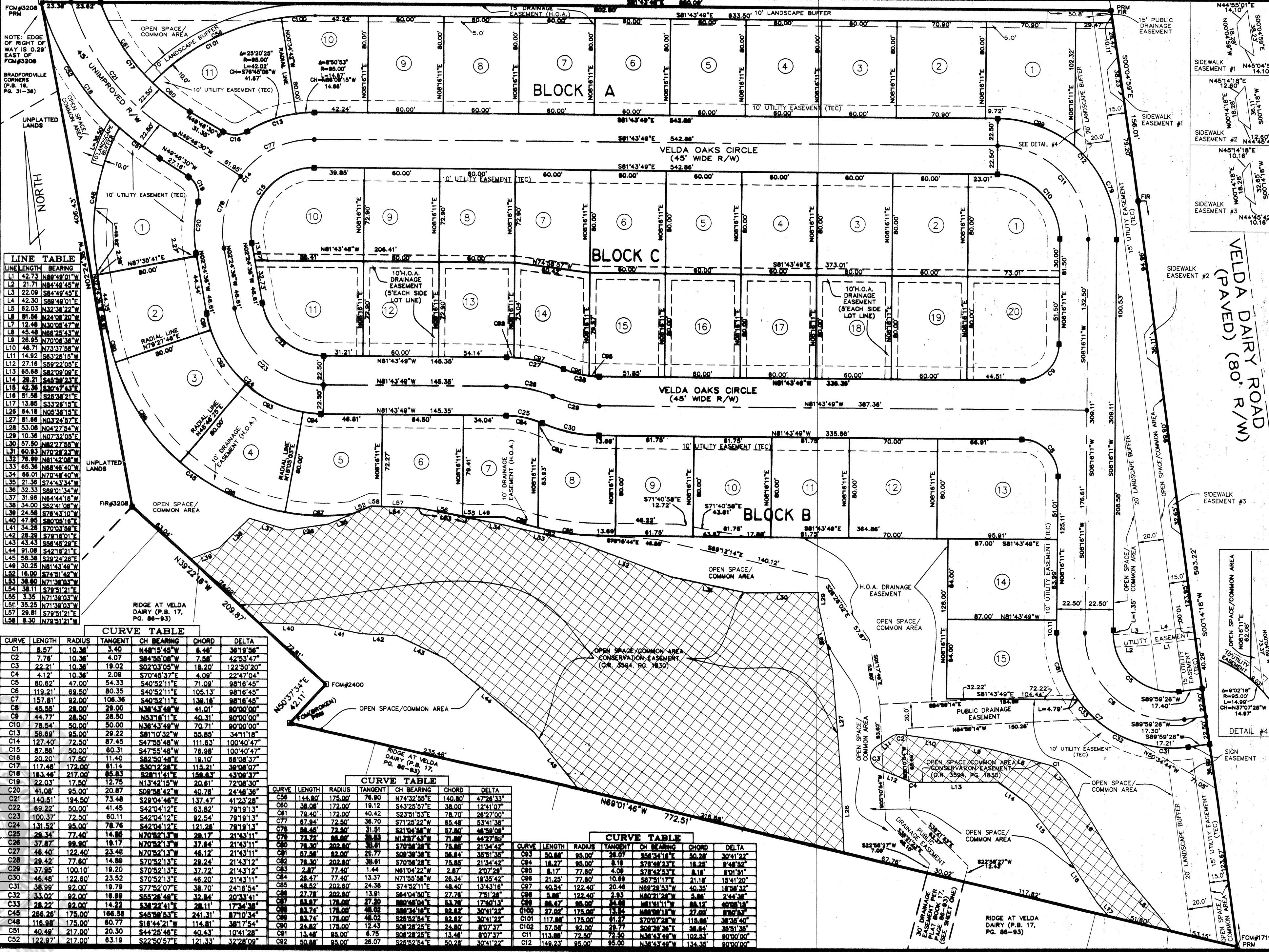
GRAPHIC SCALE  
(IN FEET)  
1 inch = 50 ft.

**A. D. PLATT & ASSOC., INC.**  
LAND SURVEYORS  
3712 CARRINGTON PLACE, TALLAHASSEE, FLORIDA, 32303  
(850) 385-1036  
PAGE 2 OF 2

**VELDA OAKS**

**A REPLAT OF VELDA OAKS PLANTATION, RECORDED IN PLAT BOOK 19 AT PAGES 96 & 97, PUBLIC RECORDS, LEON COUNTY, FLORIDA AND BEING IN THE EAST HALF OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA**

PLAT BOOK 21 PAGE 27



**LINE TABLE**

LINE	LENGTH	BEARING
L1	42.73	N89°49'01"W
L2	21.71	N84°49'45"E
L3	22.09	S84°49'45"E
L4	42.30	S89°49'01"E
L5	62.03	N32°36'22"W
L6	81.56	N24°08'20"W
L7	12.48	N30°08'47"W
L8	45.48	N68°28'43"W
L9	26.95	N70°08'36"W
L10	48.71	N73°27'58"W
L11	14.92	S63°28'15"W
L12	27.16	S59°22'05"E
L13	65.68	S82°08'09"E
L14	28.21	S45°36'23"E
L15	42.36	S30°47'43"E
L16	51.56	S25°38'21"E
L17	13.85	S33°28'15"E
L18	84.18	N05°36'15"E
L19	81.86	N03°24'57"E
L20	53.08	N04°27'54"W
L21	10.36	N07°32'05"E
L22	57.50	N82°27'55"W
L23	60.83	N70°28'23"W
L24	78.99	N68°44'40"W
L25	65.36	N68°44'40"W
L26	66.01	N70°48'40"W
L27	21.36	S74°43'34"W
L28	32.33	S89°01'34"W
L29	31.96	N84°44'18"W
L30	34.00	S52°41'08"W
L31	24.56	S78°43'10"W
L32	47.85	S80°08'18"E
L33	34.28	S70°03'59"E
L34	28.29	S79°18'01"E
L35	43.43	S68°45'29"E
L36	91.08	S42°18'21"E
L37	58.36	S29°24'26"E
L38	30.25	N81°43'49"W
L39	16.00	S74°31'42"W
L40	38.80	N71°38'03"W
L41	36.11	S79°51'21"E
L42	3.35	N71°39'03"W
L43	35.25	N71°39'03"W
L44	29.81	S79°51'21"E
L45	8.30	N79°51'21"W

**CURVE TABLE**

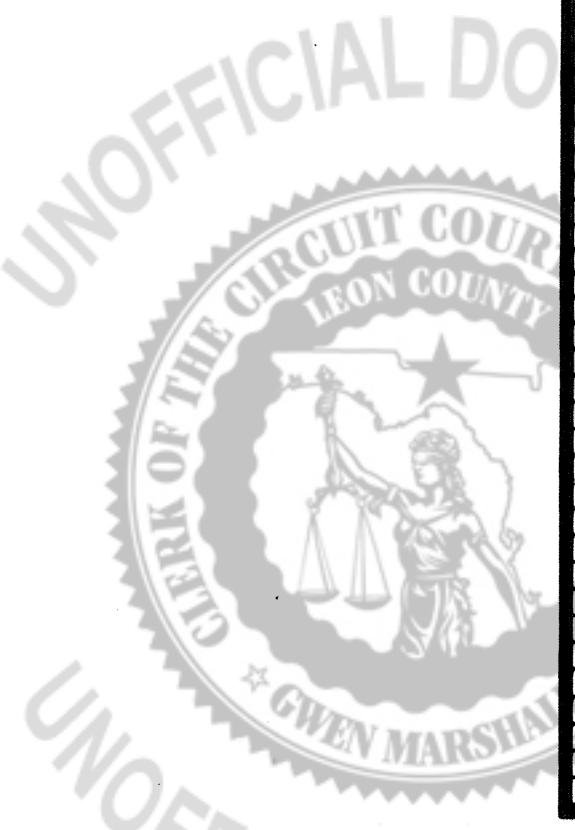
CURVE	LENGTH	RADIUS	TANGENT	CH BEARING	CHORD	DELTA
C1	6.57	10.36	3.40	N48°15'45"W	6.48	38°19'56"
C2	7.78	10.36	4.07	S84°35'08"W	7.58	42°53'47"
C3	22.21	10.36	19.02	S02°03'05"W	18.20	122°50'20"
C4	4.12	10.36	2.09	S70°45'37"E	4.09	22°47'04"
C5	80.82	47.00	54.33	S40°52'11"E	71.09	98°16'45"
C6	119.21	69.00	80.35	S40°52'11"E	105.13	98°16'45"
C7	157.81	92.00	106.36	S40°52'11"E	139.18	98°16'45"
C8	45.55	28.00	29.00	N38°43'49"W	41.01	90°00'00"
C9	44.77	28.50	28.50	N53°16'11"E	40.31	90°00'00"
C10	78.54	50.00	50.00	N38°43'49"W	70.71	90°00'00"
C13	56.69	95.00	29.22	S81°10'32"W	55.85	34°11'18"
C14	127.40	72.50	87.45	S47°55'48"W	111.63	100°40'47"
C15	87.86	50.00	60.31	S47°55'48"W	76.98	100°40'47"
C16	20.20	17.50	11.40	S82°50'48"E	19.10	68°08'37"
C17	117.48	172.00	61.14	S30°12'28"E	115.21	39°08'07"
C18	183.46	217.00	85.83	S28°11'41"E	188.83	43°08'37"
C19	22.03	17.50	12.75	N13°42'15"W	20.81	72°08'30"
C20	41.08	95.00	20.87	S08°58'42"W	40.76	24°46'36"
C21	140.51	194.50	73.48	S29°04'48"E	137.47	41°23'28"
C22	69.22	50.00	41.45	S42°04'12"E	63.82	79°19'13"
C23	100.37	72.50	80.11	S42°04'12"E	92.54	79°19'13"
C24	131.52	95.00	78.76	S42°04'12"E	121.26	79°19'13"
C25	28.34	77.40	14.86	N70°52'13"W	28.17	21°43'11"
C26	37.87	98.80	19.17	N70°52'13"W	37.84	21°43'11"
C27	46.40	122.40	23.48	N70°52'13"W	46.12	21°43'11"
C28	29.42	77.80	14.89	S70°52'13"E	29.24	21°43'12"
C29	37.95	100.10	19.20	S70°52'13"E	37.72	21°43'12"
C30	46.48	122.60	23.52	S70°52'13"E	46.20	21°43'11"
C31	38.99	92.00	19.79	S77°52'07"E	38.70	24°16'54"
C32	33.02	92.00	16.69	S55°28'48"E	32.84	20°33'41"
C33	28.22	92.00	14.22	S38°22'41"E	28.11	17°34'36"
C45	286.26	175.00	166.58	S45°58'53"E	241.31	87°10'34"
C48	116.98	175.00	60.77	S18°44'21"W	114.81	39°17'54"
C51	40.49	217.00	20.30	S44°25'46"E	40.43	10°41'28"
C52	122.97	217.00	63.19	S22°50'57"E	121.33	32°28'09"

**CURVE TABLE**

CURVE	LENGTH	RADIUS	TANGENT	CH BEARING	CHORD	DELTA
C56	144.80	175.00	76.80	N74°32'55"E	140.80	47°28'33"
C60	38.08	172.00	19.12	S43°25'57"E	38.00	124°10'07"
C61	79.40	172.00	40.42	S23°51'53"E	78.70	28°27'00"
C67	87.84	72.50	38.70	S71°04'56"W	85.48	53°41'36"
C78	86.68	72.50	31.91	S21°04'56"W	87.80	48°58'08"
C79	73.72	88.00	38.83	N13°37'47"W	71.88	44°27'50"
C80	76.30	202.80	36.81	S70°56'28"E	75.88	21°34'42"
C91	57.58	82.00	25.77	S08°38'38"E	56.84	35°51'36"
C92	76.30	202.80	36.81	S70°56'28"E	75.88	21°34'42"
C93	2.87	77.40	1.44	N81°04'22"W	2.87	2°07'29"
C94	28.47	77.40	13.37	N71°55'58"W	28.34	19°35'42"
C95	48.52	202.80	24.38	S74°52'11"E	48.40	13°43'18"
C96	27.78	202.80	13.91	S84°04'50"E	27.78	7°51'28"
C97	83.87	178.00	48.02	S28°52'54"E	82.62	30°41'22"
C98	83.74	178.00	48.02	S28°52'54"E	82.62	30°41'22"
C99	24.82	175.00	12.43	S08°28'25"E	24.80	8°07'37"
C91	13.48	85.00	6.75	S08°28'25"E	13.48	8°07'37"
C92	50.88	85.00	26.07	S25°32'54"E	50.28	30°41'22"

**CURVE TABLE**

CURVE	LENGTH	RADIUS	TANGENT	CH BEARING	CHORD	DELTA
C93	50.88	85.00	26.07	S55°34'16"E	50.28	30°41'22"
C94	18.27	85.00	8.16	S78°42'53"E	18.25	8°08'52"
C95	8.17	77.80	4.09	S78°42'53"E	8.16	8°08'52"
C96	21.25	77.80	10.69	S87°51'17"E	21.18	15°41'20"
C97	40.54	122.40	20.48	N69°29'53"W	40.35	18°58'32"
C98	5.86	122.40	2.93	N80°21'28"W	5.86	2°44'36"
C99	86.47	85.00	43.86	N81°51'11"W	86.12	40°06'18"
C100	27.02	178.00	13.54	N80°58'18"W	27.00	8°08'52"
C101	117.88	175.00	61.27	S70°07'28"W	115.84	36°38'40"
C102	57.58	82.00	29.77	S08°38'38"E	56.84	35°51'36"
C11	113.88	72.50	72.50	N38°43'49"W	113.35	90°00'00"
C12	148.23	95.00	95.00	N38°43'49"W	144.35	90°00'00"



## 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, December 10, 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 the use of a portion of an unimproved and unnamed road right-of-way located off of Velda Oaks Circle, lying between Lot 11, Block "A" and Lot 1, Block "B" as shown on the plat of the Velda Oaks Subdivision recorded in Plat Book 21, Page 26, of the Public Records of Leon County, Florida.

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: November 26, 2019

A19-0792



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #37**

# Leon County Board of County Commissioners

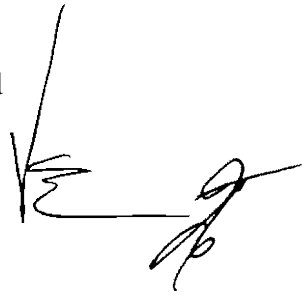
## Agenda Item #37

December 10, 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 the Drainage Easement Lying Between Lots 14 and 15, Block “K” of the Recorded Plat of Killearn Lakes, Unit 1

<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 of 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 item requests the Board conduct the first and only Public Hearing and consider adopting the proposed Resolution renouncing and disclaiming the County’s right in a drainage easement on the recorded plat of Killearn Lakes in order to improve stormwater conveyance.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Conduct the first and only Public Hearing and adopt the proposed Resolution Renouncing and Disclaiming any Right of the County in the Drainage Easement lying between Lots 14 and 15, Block “K” of the recorded plat of Killearn Lakes, Unit 1 (Attachment #1).

## **Report and Discussion**

### **Background:**

At the November 12, 2019 meeting, the Board approved the scheduling of this first and only public hearing to consider adopting the proposed Resolution (Attachment #1) renouncing and disclaiming any right of the County in the drainage easement lying between Lots 14 and 15, Block “K” of the recorded plat of Killearn Lakes, Unit 1.

The plat of Killearn Lakes Unit 1 shows a drainage easement extending from Barrow Hill Trail that was platted in a location that was not a part of the eventual conveyance system serving the subdivision. The actual drainage conveyance is located one lot south of the platted easement. For the County to conduct drainage improvements in the conveyance area it is necessary to renounce and disclaim the platted easement to be replaced by an easement overlying the land where the conveyance was constructed. All impacted property owners agree with this action.

Public Works has been working with property owners along Barrow Hill Trail to improve stormwater conveyance within Unit 1 of the Killearn Lakes subdivision (Attachment #2). In October 2009, for example, the County made improvements along Barrow Hill Trail by exchanging a platted drainage easement with a new drainage easement conveyed by the owners of the lots through which the stormwater actually flowed. Through a recent citizen complaint, another area along Barrow Hill Trail has been identified where the existing stormwater flow is not located within the platted drainage easement. The new area where the stormwater actually flows is located between Lots 15 and 16, Block “K”, while the platted drainage easement is located to the north between Lots 14 and 15, Block “K”, as shown on sheet 12 of the Killearn Lakes, Unit 1 plat recorded in 1971 in Plat Book 6, Page 26 of the Official Records (the “Platted Drainage Easement”) (Attachment #3).

Public Works Engineering reviewed the complaint and recommends obtaining new easements which will allow Public Works to construct and maintain an adequate drainage conveyance to alleviate the drainage issue along the south boundary of Lot 15, Block “K”. A new 20-foot-wide drainage easement will be established between Lots 15 and 16, Block “K”, with the conveyance of abutting 10-foot-wide drainage easements from each of the owners of Lots 15 and 16, Block “K” (Attachment #4). The creation of the new drainage easement will properly match the existing flow conditions. Upon the Board’s renunciation and disclaimer, the land underlying the Platted Drainage Easement will be released to the owners of Lots 14 and 15, Block “K”.

To improve the stormwater conveyance along Barrow Hill Trail, the County must acquire new drainage easements from specific property owners in exchange for renouncing and disclaiming any interest in the identified platted drainage easements. The property owners have agreed to granting the easements in exchange for the County’s renouncing and disclaiming of the Platted Drainage Easement, which is not used for stormwater conveyance as platted.

The Real Estate Division solicited comments from appropriate County Departments and addressed any other items of concern. The responses from other Departments indicated there were no

Title: First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in the Drainage Easement Lying Between Lots 14 and 15, Block "K" of the Recorded Plat of Killearn Lakes, Unit 1

December 10, 2019

Page 3

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objections to the renunciation and disclaimer of the Platted Drainage Easement in exchange for establishing a new 20-foot-wide drainage easement with the conveyance of the drainage easements between Lots 15 and 16, Block "K", Killearn Lakes, Unit 1.

**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.

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 Statutes, the notice for the public hearing was timely published in the *Tallahassee Democrat* (Attachment #5).

**Options:**

1. Conduct the first and only Public Hearing and adopt the proposed Resolution Renouncing and Disclaiming any Right of the County in the Drainage Easement lying between Lots 14 and 15, Block "K" of the recorded plat of Killearn Lakes, Unit 1 (Attachment #1).
2. Conduct the first and only Public Hearing and do not adopt the proposed Resolution Renouncing and Disclaiming any Right of the County in the Drainage Easement lying between Lots 14 and 15, Block "K" of the recorded plat of Killearn Lakes, Unit 1.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Proposed Resolution
2. Map of Killearn Lakes, Unit 1 neighborhood
3. Sheet 12 of Killearn Lakes, Unit 1 Plat showing exchange of drainage easements
4. Drainage Easements to be conveyed to establish new drainage easement lying between Lots 15 and 16, Block "K", Killearn Lakes, Unit 1
5. Notice of public hearing

**RESOLUTION: 19-\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
LEON COUNTY, FLORIDA RENOUNCING AND DISCLAIMING ANY  
RIGHT OF THE COUNTY IN THE DRAINAGE EASEMENT LYING  
BETWEEN LOTS 14 AND 15, BLOCK “K” AS SHOWN ON THE PLAT  
OF KILLEARN LAKES UNIT 1**

**WHEREAS**, on the 26th day of November, 2019, the Board of County Commissioners of Leon County, Florida (hereinafter the “Board”) published a notice of public hearing to take place on December 10, 2019 at which the Board would consider the renunciation and disclaimer of any right or interest of Leon County in and to the use of the twenty-foot-wide drainage easement extending northeasterly from Barrow Hill Trail and lying between Lots 14 and 15, Block “K” as shown on the plat of Killearn lakes Unit 1. The drainage easement to be renounced and disclaimed is further delineated and depicted on Exhibit “A” attached hereto (hereinafter the “Abandoned Drainage Easement”); and

**WHEREAS**, said notice of public hearing is evidenced by the Proof of Publication attached hereto as Exhibit “B”, 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 said public hearing on December 10, 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 Abandoned Drainage Easement is delineated on page 12 of the plat of Killearn Lakes Unit 1 recorded in Plat Book 6, Page 26, Official Records of Leon County, Florida, and hereby renounces and disclaims any right or interest of Leon County or the public in the Abandoned Drainage Easement.

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 10th day of December, 2019.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Bryan Desloge, Chairman  
Board of County Commissioners

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

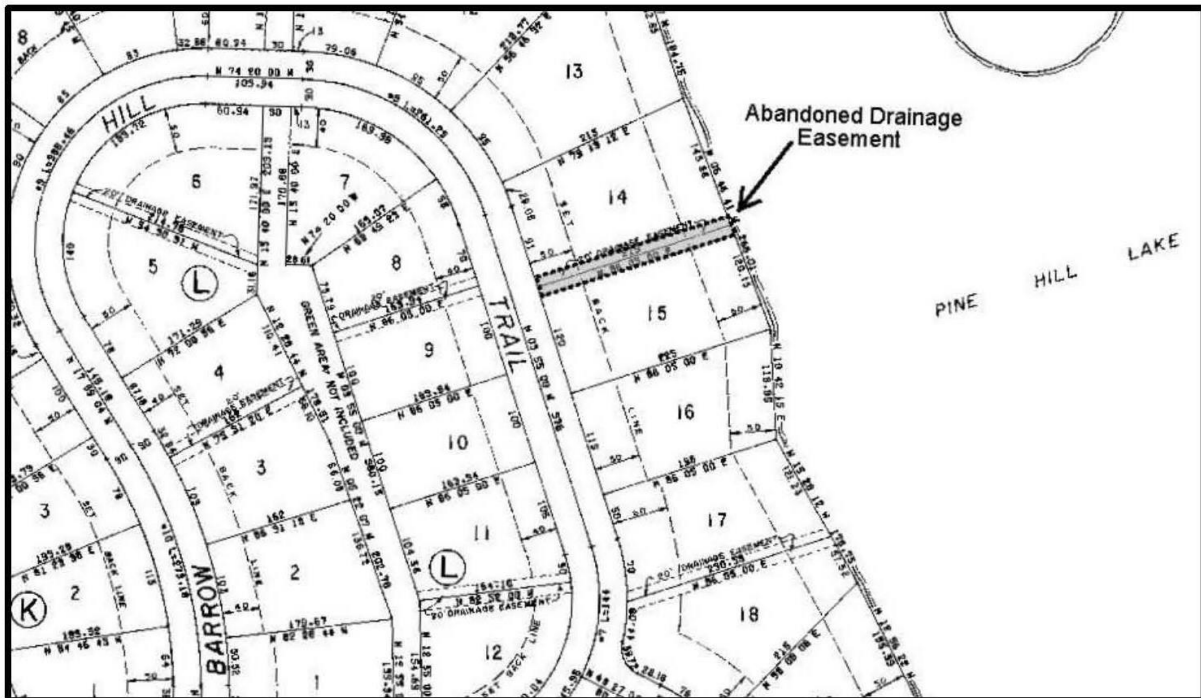
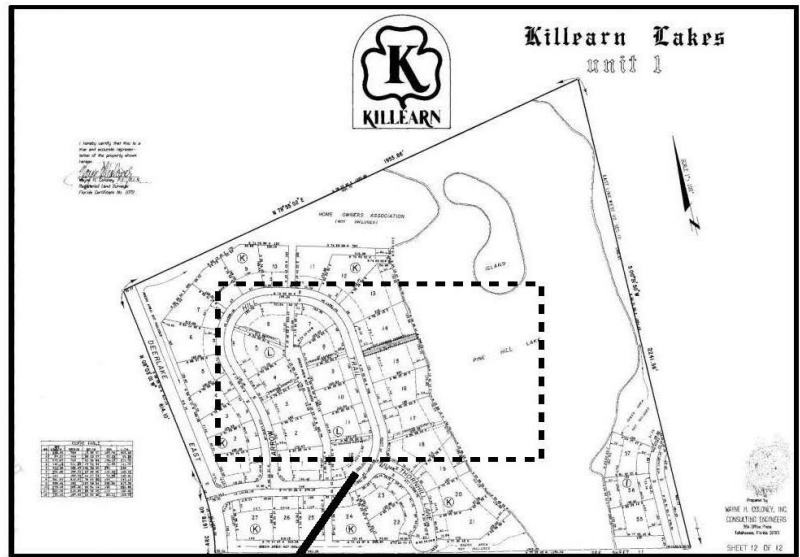
BY: \_\_\_\_\_

APPROVED AS TO FORM:  
Leon County Attorney's Office

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

# Exhibit "A"

## Abandoned Drainage Easement



## Exhibit “B”

### 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, December 10, 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 drainage easement located off of Barrow Hill Trail and lying between Lots 14 and 15, Block “K” of the plat of Killearn Lakes, Unit 1, recorded in Plat Book 6, Page 26 of the Public Records of Leon County, Florida.

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

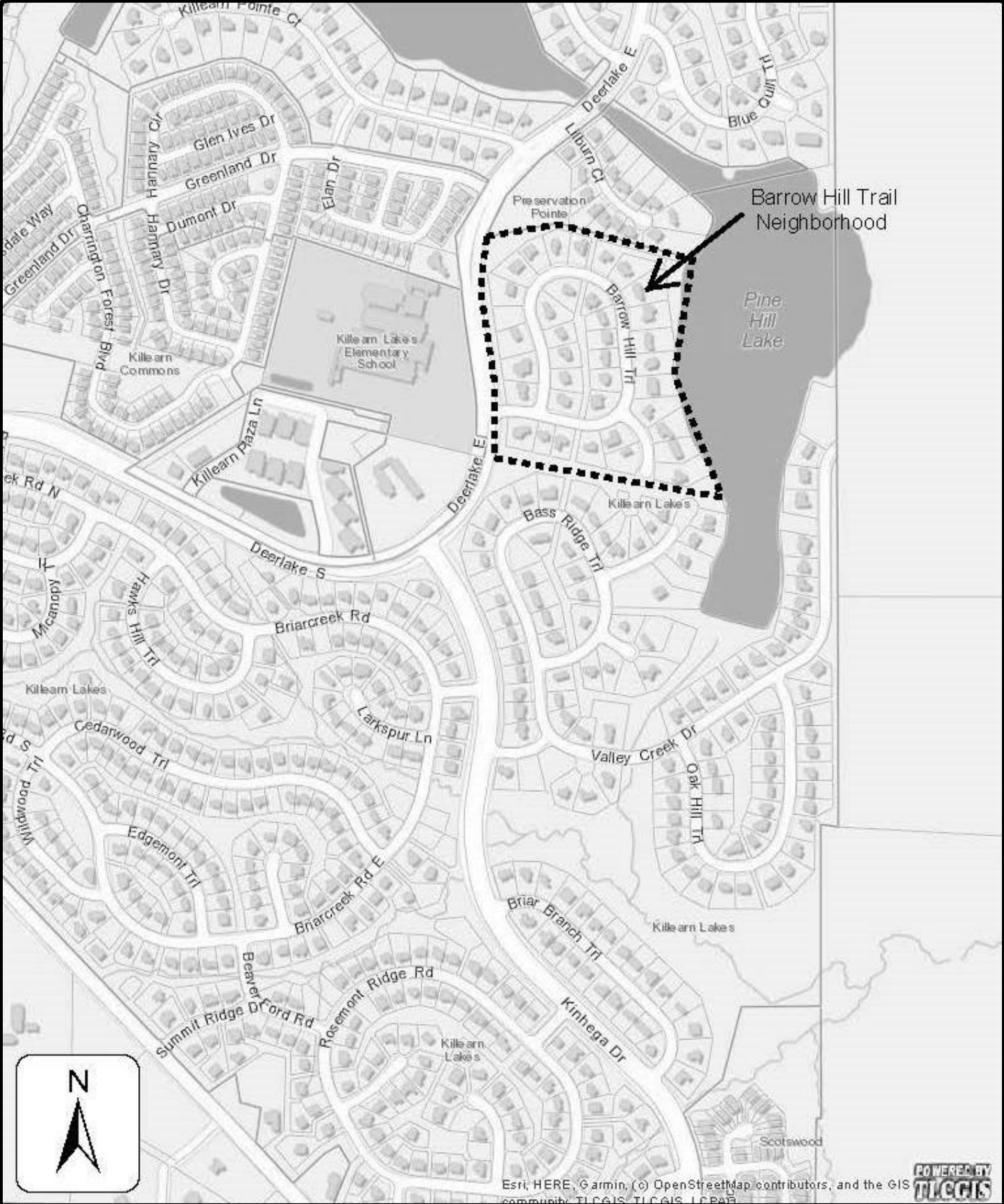
and

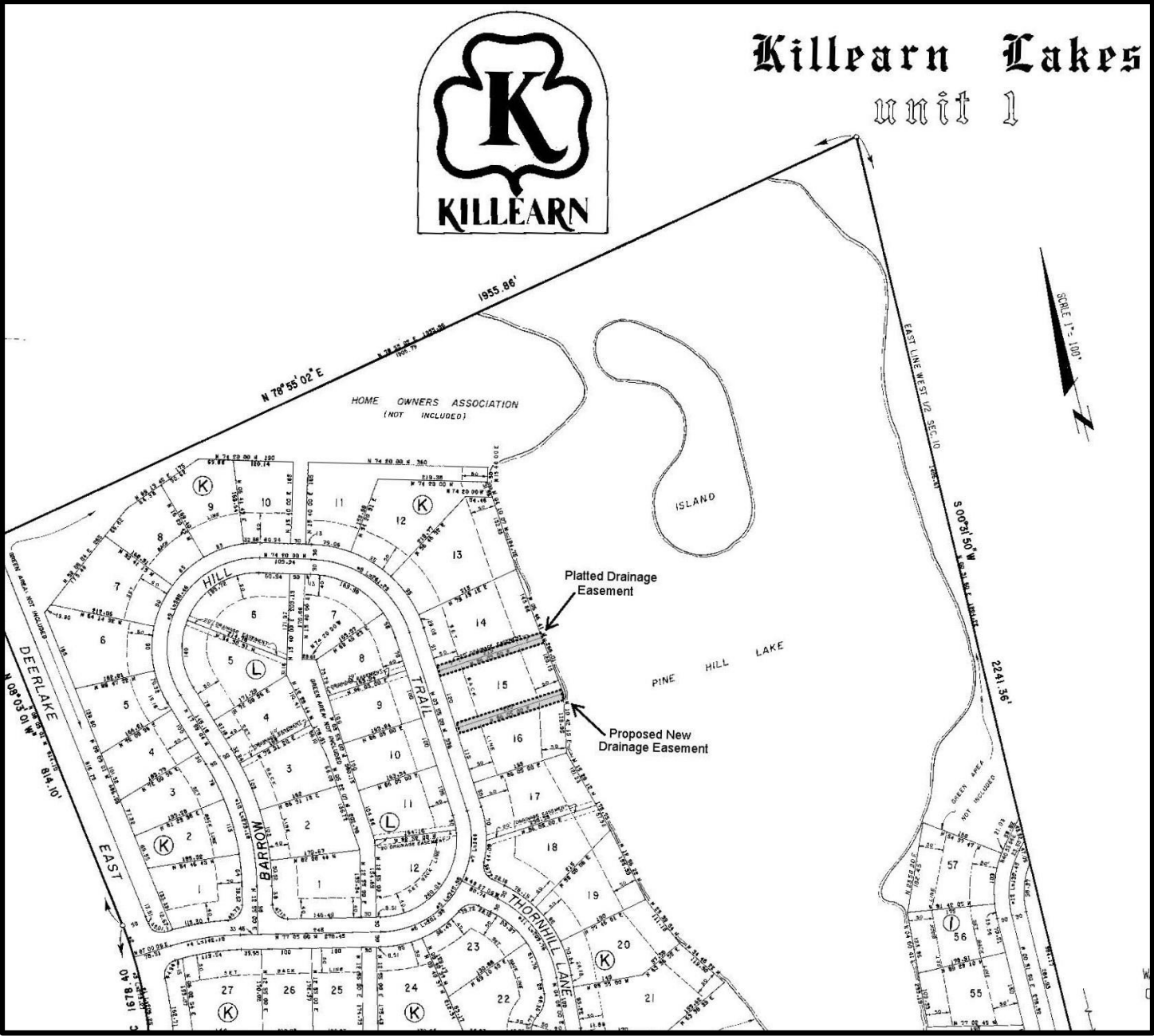
Leon County Clerk’s Office  
315 S. Calhoun Street, Room 750  
Tallahassee, Florida 32301

Advertise: November 26, 2019

A19-1229







**PERPETUAL DRAINAGE EASEMENT**

THIS PERPETUAL DRAINAGE EASEMENT, made and executed this \_\_\_\_ day of \_\_\_\_\_, 2019, by **KEVIN M. MILLER and SHERI C. MILLER**, husband and wife, whose post office is 3333 Barrow Hill Trail, Tallahassee, FL 32312 as Grantors, to **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, having a mailing address of Real Estate Management, 301 South Monroe Street, Suite 202, Tallahassee, Florida 32301, as Grantee.

**WITNESSETH:**

That Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto Grantee, its successors and assigns, a non-exclusive perpetual drainage easement and right-of-way for the purpose of clearing, excavating, constructing, and maintaining outfall and drainage ditches and drains, and for ingress and egress purposes, in, over, under, on, and through the following described land located in Leon County, Florida, to-wit:

**See EXHIBIT "A" attached hereto and made a part hereof.**

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns forever, and Grantors hereby covenants with Grantee that Grantors are lawfully seized of said land in fee simple; that Grantors has good right and lawful authority to sell and convey said land; that Grantors hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and Grantors will further defend and hold harmless Grantee against any and all claims for damage arising from any construction, maintenance, or use of said land by or on behalf of Grantors.

**IN WITNESS WHEREOF**, Grantors caused this presents to be executed the date first above written.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_(Signature)

\_\_\_\_\_(Typed or Printed Name)

\_\_\_\_\_(Signature)

\_\_\_\_\_(Typed or Printed Name)

\_\_\_\_\_  
**KEVIN M. MILLER**

\_\_\_\_\_  
**SHERI C. MILLER**

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by Kevin M. and Sheri C. Miller, who are personally known to me or who have produced \_\_\_\_\_ as identification, and who did take an oath.

**NOTARY PUBLIC**

Signature\_\_\_\_\_

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

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

**EXHIBIT "A"**  
**Drainage Easement**  
**Page 1 of 2**

Begin at the southwest corner of Lot 15 Block "K" of Killearn Lakes, Unit 1, a subdivision per map or plat recorded in Plat Book 6, Page 26 of the Public Records of Leon County, Florida, said corner being on the easterly right-of-way boundary of Barrow Hill Trail, run thence along said right-of-way boundary North 03 degrees 55 minutes 00 seconds West 10.00 feet; thence leaving said right-of-way boundary run North 86 degrees 05 minutes 00 seconds East 224.50 feet; thence South 06 degrees 46 minutes 41 seconds East 10.01 feet; thence South 86 degrees 05 minutes 00 seconds West 225.00 feet to the POINT OF BEGINNING, containing 0.05 acres, more or less.

No abstract of title or title opinion provided. It is possible that there are recorded or unrecorded deeds, easements, agreements or other instruments which could affect the boundaries hereinabove described.

A Sketch of Description attached as Exhibit "A" Page 2 of 2 and by reference incorporated herein. This description is not complete without the attached sketch and the attached sketch is not complete without the description.

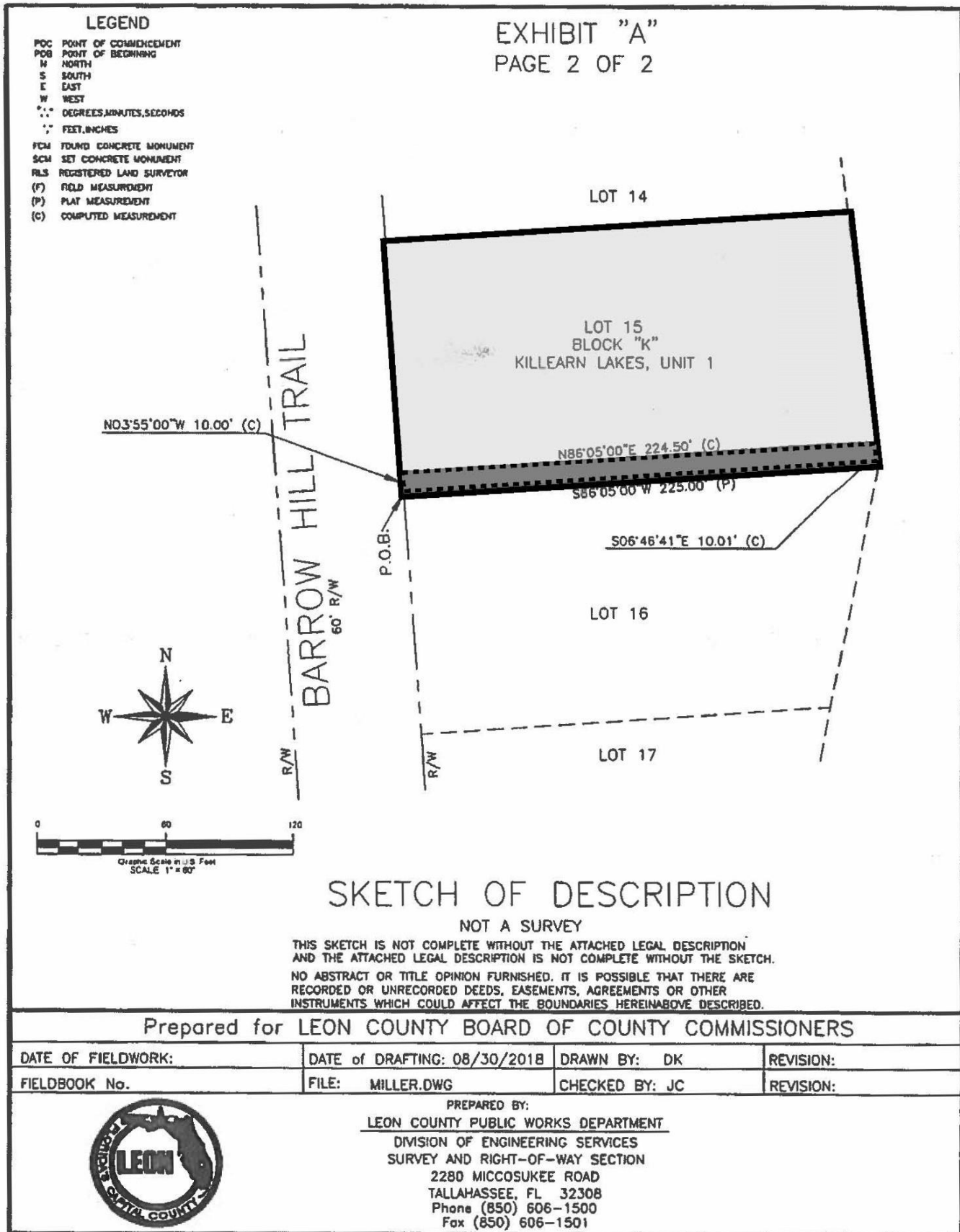
This description meets all applicable requirements of the Florida Standards of Practice as contained in Chapter 5J-17.052 Florida Administrative Code pursuant to Section 472.027 Florida Statutes.

 8/30/2018  
Joseph D. Coleman Date

Professional Surveyor and Mapper  
Florida License Number 5590  
Leon County Department of Public Works  
2280 Miccosukee Road  
Tallahassee, FL 32308

Not valid without the signature and original raised seal of the above signing surveyor

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August 30, 2018



**PERPETUAL DRAINAGE EASEMENT**

THIS PERPETUAL DRAINAGE EASEMENT, made and executed this \_\_\_\_ day of \_\_\_\_\_, 2018, by **CHARLES WALTER HATHAWAY and MARY CATHLEEN HATHAWAY**, his wife, whose post office is 3329 Barrow Hill Trail, Tallahassee, FL 32312 as Grantors, to **LEON COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, having a mailing address of Real Estate Management, 301 South Monroe Street, Suite 202, Tallahassee, Florida 32301, as Grantee.

**WITNESSETH:**

That Grantors, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto Grantee, its successors and assigns, a non-exclusive perpetual drainage easement and right-of-way for the purpose of clearing, excavating, constructing, and maintaining outfall and drainage ditches and drains, and for ingress and egress purposes, in, over, under, on, and through the following described land located in Leon County, Florida, to-wit:

**See EXHIBIT "A" attached hereto and made a part hereof.**

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns forever, and Grantors hereby covenants with Grantee that Grantors are lawfully seized of said land in fee simple; that Grantors has good right and lawful authority to sell and convey said land; that Grantors hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and Grantors will further defend and hold harmless Grantee against any and all claims for damage arising from any construction, maintenance, or use of said land by or on behalf of Grantors.

**IN WITNESS WHEREOF**, Grantors caused this presents to be executed the date first above written.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_(Signature)

\_\_\_\_\_(Typed or Printed Name)

\_\_\_\_\_(Signature)

\_\_\_\_\_(Typed or Printed Name)

\_\_\_\_\_  
**CHARLES WALTER HATHAWAY**

\_\_\_\_\_  
**MARY CATHLEEN HATHAWAY**

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Charles Walter and Mary Cathleen Hathaway, who are personally known to me or who have produced \_\_\_\_\_ as identification, and who did take an oath.

**NOTARY PUBLIC**

Signature\_\_\_\_\_

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

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

**EXHIBIT "A"**  
**Drainage Easement**  
**Page 1 of 2**

Begin at the northwest corner of Lot 16 Block "K" of Killearn Lakes, Unit 1, a subdivision per map or plat recorded in Plat Book 6, Page 26 of the Public Records of Leon County, Florida, said corner being on the easterly right-of-way boundary of Barrow Hill Trail thence leaving said right-of-way boundary run North 86 degrees 05 minutes 00 seconds East 225.00 feet; thence South 10 degrees 42 minutes 15 seconds West 10.33<sup>5</sup>/<sub>8</sub> feet; thence South 86 degrees 05 minutes 00 seconds West 222.39 feet to a point on the easterly right-of-way boundary; thence along said right-of-way boundary North 03 degrees 55 minutes 00 seconds West 10.00 feet to the POINT OF BEGINNING, containing 0.05 acres, more or less.

No abstract of title or title opinion provided. It is possible that there are recorded or unrecorded deeds, easements, agreements or other instruments which could affect the boundaries hereinabove described.

A Sketch of Description attached as Exhibit "A" Page 2 of 2 and by reference incorporated herein. This description is not complete without the attached sketch and the attached sketch is not complete without the description.

This description meets all applicable requirements of the Florida Standards of Practice as contained in Chapter 5J-17.052 Florida Administrative Code pursuant to Section 472.027 Florida Statutes.

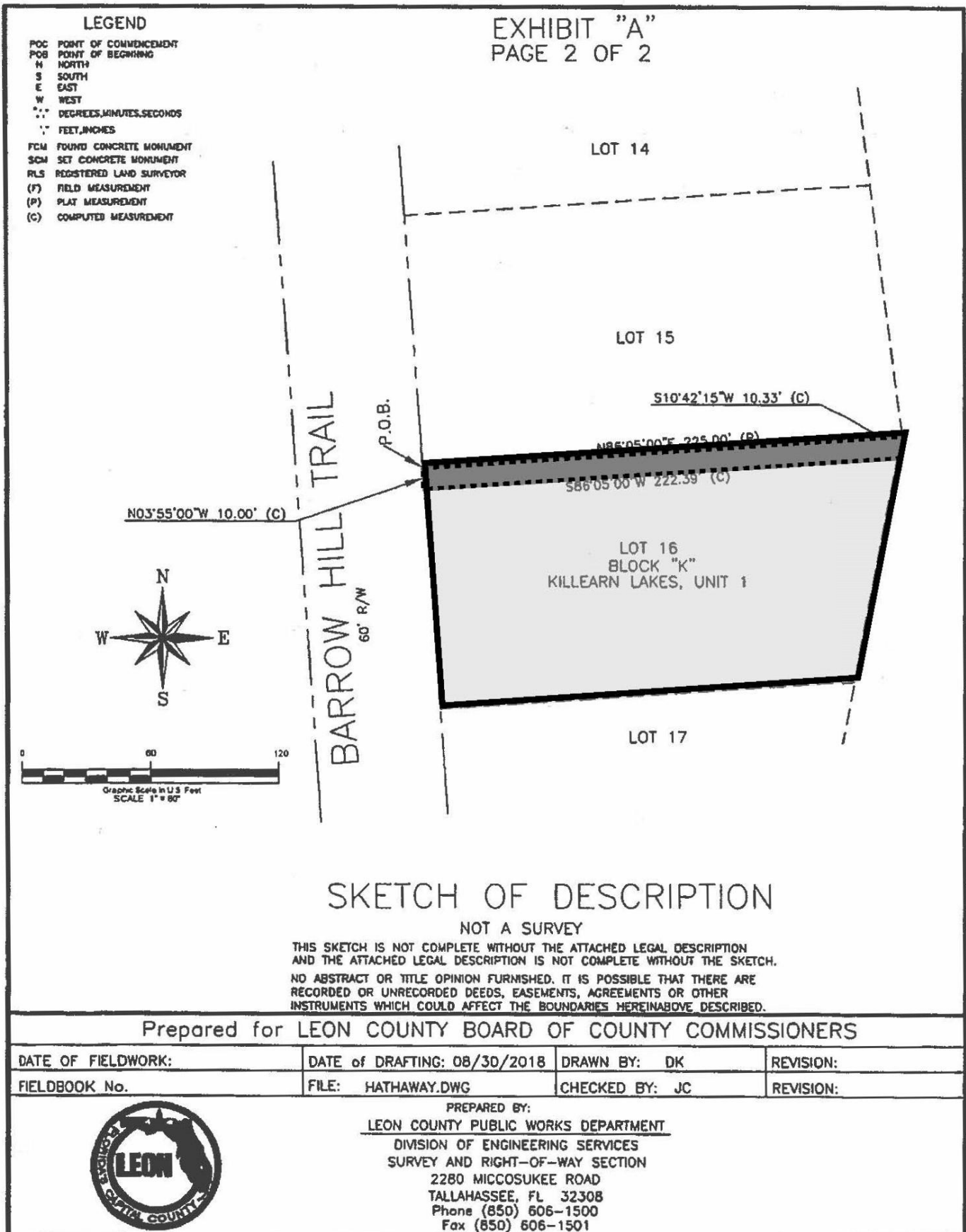
 8/30/2018  
Joseph D. Coleman Date

Professional Surveyor and Mapper  
Florida License Number 5590  
Leon County Department of Public Works  
2280 Miccosukee Road  
Tallahassee, FL 32308

Not valid without the signature and original raised seal of the above signing surveyor

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August 30, 2018







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Tallahassee, Florida 32301

and

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315 S. Calhoun Street, Room 750  
Tallahassee, Florida 32301

Advertise: November 26, 2019

A19-1229