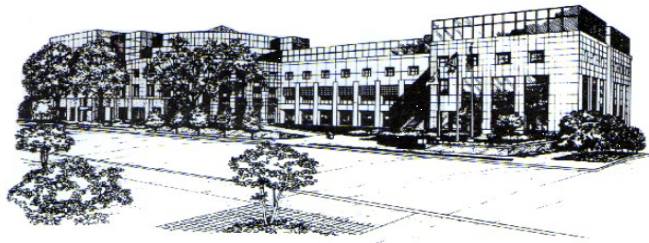


# BOARD OF COUNTY COMMISSIONERS LEON COUNTY, FLORIDA

## AGENDA REGULAR MEETING

**Tuesday, September 15, 2020  
3:00 p.m.**

The meeting will be held via video conferencing. The media and the public can access the meeting in real time on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, the County's [Facebook](#) page and [YouTube](#) channel.



### ***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

Chasity H. O'Steen  
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. 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 County Home Page at: [www.leoncountyfl.gov](http://www.leoncountyfl.gov). The media and the public can access the meeting in real time on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, the County's [Facebook](#) page and [YouTube](#) channel.

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, September 15, 2020, 3:00 p.m.**

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The Board will meet via video conference to conduct the September 15<sup>th</sup> regular meeting. The meeting is being held utilizing communications media technology pursuant to the Governor's Executive Order 20-69, Emergency Management – COVID-19 – Local Government Public Meetings.

The media and the public can access the meeting in real time on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, the County's [Facebook](#) page and [YouTube](#) channel.

Public comment will be accepted via electronic submission. Citizens wishing to provide input for this meeting may submit their comments at [Leoncountyfl.gov/PublicComments](http://Leoncountyfl.gov/PublicComments). To ensure adequate time for Commissioner review, comments should be submitted by 8 p.m. on September 14, 2020. Comments will be distributed to the Commissioners prior to the September 15, 2020 3:00 p.m. meeting. Comments submitted after the 8:00 p.m. deadline will be added to the official record of the meeting, but the County cannot guarantee that the Commissioners will have adequate time to review those comments prior to the meeting. Anyone needing assistance with submitting comments may contact County Administration via phone at 850-606-5300 or via email at [LCG\\_PublicComments@leoncountyfl.gov](mailto:LCG_PublicComments@leoncountyfl.gov).

**INVOCATION AND PLEDGE OF ALLEGIANCE**

Invocation and Pledge of Allegiance by Chairman Bryan Desloge

**AWARDS AND PRESENTATIONS**

- Update on Coronavirus Disease 2019 (COVID-19)  
*(Vincent S. Long, County Administrator and Claudia Blackburn, Florida Dept. of Health-Leon)*

**CONSENT**

1. Minutes: April 14, 2020 Regular Meeting, April 28, 2020 Regular Meeting and April 28, 2020 Attorney-Client Meeting  
*(Clerk of Court)*
2. Payment of Bills and Vouchers  
*(County Administrator/ Office of Financial Stewardship/ Office of Management & Budget)*
3. Commissioner Appointments to the Tallahassee-Leon County Commission on the Status of Women & Girls  
*(County Administrator/ County Administration)*
4. Commissioner Appointments to the Housing Finance Authority and the Science Advisory Committee  
*(County Administrator/ County Administration)*
5. Florida Association of Counties 2021 Legislative Policy Platform Proposal – Food Insecurity  
*(County Administrator/ County Administration)*

6. Authorization to Negotiate a Develop Agreement with Pepe Silvia Group, LCC and the Estate of Samuel William Crowder  
*(County Administrator/ Development Support & Environmental Management)*
7. Proposed Revisions to Policy No. 11-6, “County Administrator Evaluation and Annual Reporting Process”  
*(County Administrator/ Human Resources)*
8. Community Human Services Partnerships FY 2021 Agency Funding  
*(County Administrator/ Office of Human Services & Community Partnerships)*
9. Florida Housing Finance Corporation Coronavirus Relief Funds  
*(County Administrator/ Office of Human Services & Community Partnerships)*
10. State of Florida Department of Health FY 2021 Public Health Contract  
*(County Administrator/ Office of Human Services & Community Partnerships)*
11. Letters of Agreement with the Agency for Health Care Administration for Low Income Pool Funding to Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center, Inc.  
*(County Administrator/ Office of Human Services & Community Partnerships)*
12. Driver’s Education Agreement with Leon County Schools for Fiscal Year 2021  
*(County Administrator/ Office of Intervention & Detention Alternatives)*
13. 2021 U.S. Department of Justice Assistance Grant  
*(County Administrator/ Office of Intervention & Detention Alternatives)*
14. State Aid to Libraries Grant Agreement and FY 2021 Annual Plan  
*(County Administrator/ Library)*
15. Acceptance of Maintenance Agreement and Surety Device for Dempsey Office Park Subdivision  
*(County Administrator/ Public Works)*
16. Local Agency Program Supplemental Agreement with the Florida Department of Transportation for the Construction of the Big Bend Scenic Byway Project  
*(County Administrator/ Public Works)*
17. Approval of the Plats for Summerfield Single Family Phase II and III Subdivisions  
*(County Administrator/ Public Works)*
18. Approval of the Plat for the Bradfordville Road Commercial Subdivision  
*(County Administrator/ Public Works)*
19. Approval of Plat for the Bannerman Commons - Phase 1 Subdivision  
*(County Administrator/ Public Works)*

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

- none

**CONSENT ITEMS PULLED FOR DISCUSSION**

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

*(Public comment will be accepted via electronic submission. Citizens wishing to provide input for this meeting may submit their comments at [Leoncountyfl.gov/PublicComments](https://leoncountyfl.gov/PublicComments). To ensure adequate time for Commissioner review, comments should be submitted by 8:00 p.m. on September 14, 2020. Comments will be distributed to the Commissioners prior to the September 15, 2020 3:00 p.m. meeting. Comments submitted after the 8:00 p.m. deadline will be added to the official record of the meeting, but the County cannot guarantee that the Commissioners will have adequate time to review those comments prior to the meeting. Anyone needing assistance with submitting comments may contact County Administration via phone at 850-606-5300 or via email at [LCG\\_PublicComments@leoncountyfl.gov](mailto:LCG_PublicComments@leoncountyfl.gov).)*

### **GENERAL BUSINESS**

20. 2020 Leon County Annual Report  
*(County Administrator/ Community & Media Relations)*
21. Status Report on the Use of County Parks for Organized Outdoor Sports and Athletic Events During COVID-19  
*(County Administrator/ County Administration/ Tourism/ Resource Stewardship/ Parks & Recreation)*
22. Update on County Lobbyist Registration Procedures and Request to Schedule the First and Only Public Hearing to Consider Adopting an Ordinance Amending Chapter 2, Article XII of the Code of Laws of Leon County Relating to Lobbying Regulations for October 13, 2020  
*(County Attorney)*
23. Fifteen-Year Lease Financing for Energy Savings Capital Projects  
*(County Administrator/ Office of Financial Stewardship)*
24. Renewal of the Enterprise Agreement for Microsoft Licensing  
*(County Administrator/ Office of Information Technology)*
25. Renewal of Permitting Software Licenses  
*(County Administrator/ Office of Information Technology)*
26. Full Board Appointments to the Leon County Research and Development Authority Board of Governors  
*(County Administrator/ County Administration)*
27. Full Board Appointments to the Advisory Committee for Quality Growth, the Animal Shelter Advisory Board, the Board of Adjustments & Appeals, and the CareerSource Capital Region Board  
*(County Administrator/ County Administration)*
28. Status Update on Virtual County Commission Meetings and Options for Public Participation  
*(County Administrator/ County Administration)*

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

*Citizens wishing to provide input for this meeting may submit their comments at [Leoncountyfl.gov/PublicComments](https://leoncountyfl.gov/PublicComments). In addition, citizens may provide real-time comments during the virtual public hearings for the Tentative Budget and the Non-Ad Valorem Assessments (items #29 through #32) by calling (929) 205-6099 or (301) 715-8592 / Webinar ID: 940 4581 3270.*

29. First Public Hearing to Consider Adoption of the FY2020/2021 Tentative Millage Rates and Tentative Budgets  
*(County Administrator/ Office of Financial Stewardship)*

30. First and Only Public Hearing to Approve the Resolution Adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll and Certification of the Entire Roll to the Tax Collector  
*(County Administrator/ Office of Financial Stewardship)*
31. First and Only Public Hearing to Approve the Resolution Adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll and Certification of the Entire Roll to Tax Collector  
*(County Administrator/ Office of Financial Stewardship)*
32. First and Only Public Hearing to Approve the Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll and Certification of the Entire Roll to Tax Collector  
*(County Administrator/ Office of Financial Stewardship/ Public Works)*
33. Second and Final Public Hearing on a Development Agreement Between Leon County and Golden Oak Land Group, LLC, and Cawthon Family Properties, LLC  
*(County Administrator / Development Support & Environmental Management)*

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

Items from the County Attorney

Items from the County Administrator

Discussion Items by Commissioners

#### **RECEIPT AND FILE**

- Capital Region Community Development District Meeting Minutes for June 11, 2020

#### **ADJOURN**

*The next regular meeting of the Board of County Commissioners is tentatively scheduled for  
**Tuesday, September 29, 2020 at 6:00 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 28</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>May 12</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>May 21</b>	Thursday	3:00 p.m.	Special Board Meeting
<b>May 26</b>	Tuesday	6:00 p.m.	Joint Transmittal Hearing on 2020 Cycle Comprehensive Plan Amendments
<b>June 9</b>	Tuesday	3:00 p.m.	Special Board Meeting
<b>June 16</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>June 23</b>	Tuesday	3:00 p.m.	Special 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
<del><b>August 25</b></del>	<del>Tuesday</del>	<del>9:00 a.m.</del>	<del>Budget Workshop (cancelled)</del>
<b>September 15</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>September 15</b>	Tuesday	6:00 p.m.	First Public Hearing on Tentative Millage Rate and Budgets
<b>September 29</b>	Tuesday	3:00 p.m.	Regular Board Meeting
<b>September 29</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	1:00 p.m.	Board Workshop
<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**  
**2020 Tentative Meeting Schedule**

Month	Day	Time	Meeting Type
<b>January 2020</b>	<b>Wednesday 1</b>	<b>Offices Closed</b>	<b>NEW YEAR'S DAY</b>
	<i>Thursday 9 &amp; Friday 10</i>	<i>Seminar 2 of 3</i>	<i>FAC Advanced County Commissioner Program Alachua County; Gainesville, FL</i>
	<b>Tuesday 14</b>	<b>No meeting</b>	<b>BOARD RECESS</b>
	<b>Monday 20</b>	<b>Offices Closed</b>	<b>MARTIN LUTHER KING, JR. DAY</b>
	Tuesday 21	1:30 p.m.	Capital Region Transportation Planning Agency City Commission Chambers
	Monday 27	9:00 a.m.	Board Retreat FSU Dodd Hall, Heritage Museum
	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"
		6:00 p.m.	First & Only Public Hearing to Consider an Ordinance Amending Chapter 7, Article II of the Leon County Code of Laws Entitled, "Additional Civil Traffic Penalty"
		6:00 p.m.	First & Only Public Hearing to Consider an Ordinance Amending Chapter 16, Article V, to Comply with Recent Florida Legislative Amendments for Wireless Technology in Rights-of-Way
	<i>Wednesday 29</i>	<i>7:30 a.m.</i>	<i>FAC Legislative Day Tallahassee, FL</i>
	Thursday 30	3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
<b>February 2020</b>	Tuesday 11	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	First of two 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"
		6:00 p.m.	First of two 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
	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
	<i>Saturday 29 – Wednesday 4</i>		<i>NACO Legislative Conference Washington, D.C.</i>
<b>March 2020</b>	Tuesday 10	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	Second and Final Public Hearing to Consider Adoption of a Proposed Ordinance Creating a New Section 10-6.657 of the Land Development Code, Entitled "Mining Zoning District"

Month	Day	Time	Meeting Type
<b>March 2020 (cont.)</b>	Tuesday 10	6:00 p.m.	First & Only Public Hearing on an Ordinance updating the Capital Improvements Schedule of the Capital Improvements Element of the Comprehensive Plan
		<del>6:00 p.m.</del> <i>Cancelled</i>	<del>First and Only Public Hearing to Consider a Sixth Amendment to the Southwood Development of Regional Impact Integrated Development Order</del>
	Thursday 12	1:00 p.m.	Blueprint Economic Development Strategic Plan Workshop
		3:00 p.m.	Blueprint Intergovernmental Agency City Commission Chambers
	<del>Tuesday 17</del>	<del>1:30 p.m.</del> <i>Cancelled</i>	<del>Capital Region Transportation Planning Agency City Commission Chambers</del>
	Wednesday 25	1:00 p.m.	Blueprint Intergovernmental Agency Special Meeting – Web Conference on COVID-19
<b>April 2020</b>	Tuesday 14	3:00 p.m.	Regular Meeting – Virtual Meeting <del>County Courthouse, 5<sup>th</sup> Floor Commission Chambers</del>
		<del>6:00 p.m.</del> <i>Rescheduled</i>	<del>All Board of County Commissioners Public Hearings</del>
	Wednesday 15	1:00 p.m.	Blueprint Intergovernmental Agency Special Meeting – Web Conference on COVID-19
	<del>Thursday 16 &amp; Friday 17</del>	<del>Seminar 3 of 3 Cancelled</del>	<del>FAC Advanced County Commissioner Program Alachua County, Gainesville, FL</del>
	<del>Tuesday 21</del>	<del>1:30 p.m.</del> <i>Cancelled</i>	<del>Capital Region Transportation Planning Agency City Commission Chambers</del>
	<del>Tuesday 28</del>	<del>9:00 a.m.</del> <i>Cancelled</i>	<del>Budget Policy Workshop County Courthouse, 5<sup>th</sup> Floor Commission Chambers</del>
	Tuesday 28	12:30 p.m.	Board of County Commissioners Attorney-Client Meeting Re: Petrandis litigation
	Tuesday 28	3:00 p.m.	Regular Meeting – Virtual Meeting <del>County Courthouse, 5<sup>th</sup> Floor Commission Chambers</del>
		3:00 p.m.	Adoption Public Hearing on Small Scale Comprehensive Plan Amendments
		3:00 p.m.	First & Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 10, the Land Development Code, to Correct Scrivener’s Errors and Inadvertent Inconsistencies
		3:00 p.m.	First of Two Public Hearings to Consider Adoption of an Ordinance Amending Section 10-6.660 of the Land Development Code, Entitled “Lake Protection Node Zoning District”
		3:00 p.m.	Second and Final Public Hearing 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
		3:00 p.m.	First and Only Public Hearing to Consider a Proposed Ordinance Amending Chapter 4, Article II of the Leon County Code of Laws Regarding Animal Control
<b>May 2020</b>	Tuesday 12	3:00 p.m.	Regular Meeting – Virtual Meeting <del>County Courthouse, 5<sup>th</sup> Floor Commission Chambers</del>
		3:00 p.m.	Second and Final Public Hearing to Consider Adoption of an Ordinance Amending Section 10-6.660 of the Land Development Code, Entitled “Lake Protection Node Zoning District”

Month	Day	Time	Meeting Type
May 2020 (cont.)	Tuesday 12	3:00 p.m.	First and Only Public Hearing to Consider Adopting a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Urban Fringe (UF) District to the General Commercial (C-2) District (7601 Blountstown Highway)
		3:00 p.m.	First and Only Public Hearing to Consider Adopting a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Lake Protection (LP) to the Commercial Parkway (CP) Zoning District (N. Monroe and Capital Circle Northwest)
		3:00 p.m.	First and Only Public Hearing to Consider Adopting a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Manufactured Home and Single-Family Detached District (R-5) to the Light Industrial (M-1) Zoning District (north side of Highway 20 west of Capital Circle Southwest)
		3:00 p.m.	First and Only Public Hearing to Consider Adopting a Proposed Ordinance Amending the Official Zoning Map to Change the Zoning Classification from the Residential Preservation (RP) to the General Commercial (C-2) Zoning District (Capital Circle Southwest at Tillie Lane)
	Tuesday 19	1:30 p.m.	Capital Region Transportation Planning Agency <del>City Commission Chambers</del> - Virtual Meeting
	Thursday 21	<del>1:00 p.m.</del> Rescheduled 7/9	<del>Blueprint Intergovernmental Agency Budget Workshop</del>
	Thursday 21	3:00 p.m.	Special Meeting – Virtual Meeting
	<b>Monday 25</b>	<b>Offices Closed</b>	<b>MEMORIAL DAY</b>
	<del>Tuesday 26</del>	<del>3:00 p.m.</del> <del>Cancelled</del>	<del>Regular Meeting – Virtual Meeting</del> <del>County Courthouse, 5<sup>th</sup> Floor Commission Chambers</del>
	Tuesday 26	3:00 p.m.	Blueprint Intergovernmental Agency <del>City Commission Chambers</del> – Virtual Meeting
		6:00 p.m.	Joint City/County Transmittal Hearing on Cycle 2020 Comprehensive Plan Amendments
June 2020	<del>Tuesday 9 – Friday 12</del>	<del>Cancelled</del>	<del>FAC Annual Conference &amp; Educational Exposition</del> <del>Orange County, Orlando, FL</del>
	Tuesday 9	3:00 p.m.	Special Meeting – Virtual Meeting
	Monday 15	1:30 p.m.	Capital Region Transportation Planning Agency Virtual Meeting
	<del>Tuesday 16</del>	<del>9:00 a.m.</del> Rescheduled - 8/25	<del>Budget Workshop</del>
	Tuesday 16	3:00 p.m.	Regular Meeting Virtual Meeting
		3:00 p.m.	First of Two Virtual Public Hearings to Consider Adoption of an Ordinance Amending the Leon County Land Development Code and Creating a New Section 10-6.659, Entitled “Government Operational (GO) Zoning District,”
	Tuesday 23	3:00 p.m.	Special Meeting – Virtual Meeting
July 2020	<b>Friday 3</b>	<b>Offices Closed</b>	<b>INDEPENDENCE DAY observed</b>
	Thursday 9	1:00 p.m.	Blueprint Intergovernmental Agency Budget Workshop Virtual Workshop
	Thursday 9	3:00 p.m.	Blueprint Intergovernmental Agency Virtual Meeting
	Monday 13	4:00 p.m.	NACo Virtual Membership Town Hall

Month	Day	Time	Meeting Type
July 2020 (cont.)	Tuesday 14	9:00 a.m.	FY 2021 Budget Workshop Virtual Workshop
		3:00 p.m.	Regular Meeting Virtual Meeting
		6:00 p.m.	Second and Final Virtual Public Hearing to Consider Adoption of an Ordinance Amending the Leon County Land Development Code and Creating a New Section 10-6.659, Entitled "Government Operational (GO) Zoning District,"
		6:00 p.m.	First & Only Virtual Public Hearing for Type C Site & Development Plan Application for Elizabeth Popular Spring Church on the N.W. Corner of Dempsey Mayo Road and Lonnie Road
		6:00 p.m.	First of Two Virtual Public Hearing on a Development Agreement Between Leon County and Golden Oak Land Group, LLC, and Cawthon Family Properties, LLC
	<del>Friday 17 – Monday 20</del>	<del>Cancelled</del>	<del>NACo Annual Conference Orange County, Orlando, FL</del>
	Monday 20	2:00 p.m.	NACo Virtual Annual Business Meeting
	<del>Tuesday 21</del>	<del>1:30 p.m. Cancelled</del>	<del>Capital Region Transportation Planning Agency City Commission Chambers</del>
	Tuesday 28	No Meeting	BOARD RECESS
	<del>Wednesday 5 – Saturday 8</del>	<del>Cancelled</del>	<del>National Urban League Annual Conference Houston, TX</del>
August 2020	Thursday 13		FAC Advanced County Commissioner I Program Session 3
	<del>Friday 14 – Sunday 16</del>	<del>Cancelled</del>	<del>Chamber of Commerce Annual Conference Amelia Island, Fernandina Beach, FL</del>
	Monday 17	1:30 p.m.	Capital Region Transportation Planning Agency Virtual Meeting
	Thursday 20 – Friday 21		FAC Advanced County Commissioner II Program Session 1
	Tuesday 25	<del>9:00 a.m. Cancelled</del>	<del>Budget Workshop Virtual Workshop</del>
	Thursday 3 – Friday 4		FAC Advanced County Commissioner I Program Session 1
	Monday 7	Offices Closed	LABOR DAY
	Tuesday 8		FAC Ethics, Public Records & Sunshine Law Course
	Thursday 10 – Friday 11		FAC Innovation & Policy Conference Virtual Conference
	Tuesday 15	3:00 p.m.	Regular Meeting Virtual Meeting
September 2020		6:00 p.m.	First Public Hearing Regarding Tentative Millage Rates and Tentative Budgets for FY 20/21
		6:00 p.m.	First & Only Public Hearing to Approve the Resolution Adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll and Certification of the Entire Roll to the Tax Collector
		6:00 p.m.	First & Only Public Hearing to Approve the Resolution Adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll and Certification of the Entire Roll to Tax Collector
		6:00 p.m.	First & Only Public Hearing to Approve the Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll and Certification of the Entire Roll to Tax Collector
		6:00 p.m.	First & Only Public Hearing to Approve the Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll and Certification of the Entire Roll to Tax Collector

Month	Day	Time	Meeting Type
September 2020 (cont.)	Tuesday 15	6:00 p.m.	Second & Final Public Hearing on a Development Agreement Between Leon County and Golden Oak Land Group, LLC, and Cawthon Family Properties, LLC
	<del>Wednesday 16 – Sunday 20</del>	<del>cancelled</del>	<del>Congressional Black Caucus Annual Legislative Conference Virtual Conference</del>
	<del>Thursday 17 – Friday 18</del>		<del>FAC Advanced County Commissioner II Program Session 2</del>
	Thursday 17	<b>3:00 p.m.</b>	Blueprint Intergovernmental Agency Meeting & 6:00 p.m. Budget Public Hearing, Virtual Meeting
	Monday 21	1:30 p.m.	Capital Region Transportation Planning Agency Virtual Meeting
	Wednesday 23 – Saturday 26		<i>Int'l City/County Management Association (ICMA) Annual Conference - Digital Event</i>
	Tuesday 29	3:00 p.m.	Regular Meeting Virtual Meeting
		6:00 p.m.	Second & Final Public Hearing on Adoption of Final Millage Rates and Budgets for FY 20/21*
		6:00 p.m.	First and Only Public Hearing to Consider Adopting an Ordinance Amending Section 8-156 of the Code of Laws of Leon County Relating to the Affordable Housing Advisory Committee
		6:00 p.m.	First and Only Public Hearing to Consider a Proposed Resolution Adopting Inventory List of County-Owned Properties Appropriate for Affordable Housing
		6:00 p.m.	First and Only Public Hearing to Consider a Proposed Resolution Renouncing and Disclaiming any Right of the County in a Portion of Jack Vause Landing Road and Boat Landing
October 2020	Thursday 1 – Friday 2		<i>FAC Advanced County Commissioner I Program Session 2</i>
	Tuesday 13	3:00 p.m.	Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		6:00 p.m.	First and Only Public Hearing to Consider a Revised Sixth Amendment to the Southwood Development of Regional Impact Integrated Development Order
		<b>6:00 p.m.</b>	<b><u>Joint City/County Adoption Hearing on Cycle 2020 Comprehensive Plan Amendments</u></b>
		<b>6:00 p.m. Tentative</b>	<b><u>First and Only Public Hearing to Consider Adopting an Ordinance Amending Chapter 2, Article XII of the Code of Laws of Leon County Relating to Lobbying Regulations</u></b>
	Thursday 15 – Friday 16		<i>FAC Advanced County Commissioner II Program Session 3</i>
	Tuesday 20	9 a.m. – 1 p.m.	Capital Region Transportation Planning Agency Workshop/Retreat – Location TBD
	Tuesday 27	1:00 p.m.	Workshop on Affordable Housing Initiatives County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
		3:00 p.m.	Workshop on 2021 State and Federal Legislative Priorities County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Tuesday 27	<del>3:00 p.m. Cancelled</del>	<del>Regular Meeting County Courthouse, 5<sup>th</sup> Floor Commission Chambers</del>
November 2020	Thursday 5 – Friday 6		<i>FAC Advanced County Commissioner I Program Session 3</i>
	Wednesday 11	Offices Closed	<b>VETERAN'S DAY OBSERVED</b>



<b>Month</b>	<b>Day</b>	<b>Time</b>	<b>Meeting Type</b>
<b>November 2020 (cont.)</b>	Tuesday 17	3:00 p.m.	Installation, Reorganization and Regular Meeting County Courthouse, 5 <sup>th</sup> Floor Commission Chambers
	Thursday 19 – Friday 20		<i>FAC Advanced County Commissioner II Program Session 4</i>
	Monday 23	1:30 p.m.	Capital Region Transportation Planning Agency City 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>	Tuesday 1		<i>FAC Ethics, Public Records &amp; Sunshine Law Course</i>
	Wednesday 2 - Friday 4		<i>FAC Legislative Conference (includes New Commissioner Orientation on Dec. 3) Duval County; Jacksonville, FL</i>
	Thursday 3 – Friday 4		<i>FAC Advanced County Commissioner I Program Session 4</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
	Thursday 17 – Friday 18		<i>FAC Advanced County Commissioner II Program Session 5</i>
	<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>
	Thursday 7 – Friday 8		<i>FAC Advanced County Commissioner I Program Session 5</i>
	<b>Tuesday 12</b>	<b>No Meeting</b>	<b>BOARD RECESS</b>
	Thursday 21 – Friday 22		<i>FAC Advanced County Commissioner II Program Session 6</i>

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

### **Current and Upcoming Vacancies**

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

#### **CURRENT VACANCIES**

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

Board of County Commissioners (2 appointments)

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

Board of County Commissioners (2 appointments)

Seats available for 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.
- e. A citizen who is actively engaged as a for-profit provider of affordable housing.
- k. A citizen who represents essential services personnel, as defined in the local housing assistance plan. Essential Service Personnel includes teachers and educators, other school district, community college and university employees, police and fire personnel, health care personnel, skilled building trades personnel and active U.S. Armed Forces service members.)

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

Board of County Commissioners (1 appointment)

City of Tallahassee Commission (3 appointments)

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

Board of County Commissioners (1 appointment)

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

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

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

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

#### **UPCOMING VACANCIES**

##### **SEPTEMBER 30, 2020**

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

Board of County Commissioners (3 appointments)

##### **Council on Culture & Arts**

Board of County Commissioners (1 appointment)

##### **Housing Finance Authority of Leon County**

Commissioner - District IV: Bryan Desloge (1 appointment)

Commissioner - District V: Kristin Dozier (1 appointment)

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

**SEPTEMBER 30, 2020 (cont.)**

**Leon County Research & Development Authority**

Board of County Commissioners (3 appointments)

**Science Advisory Committee**

Commissioner - District II: Jimbo Jackson (1 appointment)

Commissioner - District V: Kristin Dozier (1 appointment)

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

Board of County Commissioners (Ratify 4 CSWG appointments)

Commissioner - District I: Bill Proctor (1 appointment)

Commissioner - District III: Rick Minor (1 appointment)

Commissioner – District V: Kristin Dozier (1 appointment)

**OCTOBER 31, 2020**

**Tourist Development Council**

Board of County Commissioners (1 appointment)

**DECEMBER 31, 2020**

**Audit Advisory Committee**

Board of County Commissioners (2 appointments)

Clerk of Court (3 appointments)

**Joint City/County Bicycling Workgroup**

Board of County Commissioners (3 appointments)

**Library Advisory Board**

Commissioner - District I: Bill Proctor (1 appointment)

Commissioner – District V: Kristin Dozier (1 appointment)

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


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

# Leon County Board of County Commissioners

## Agenda Item #1

September 15, 2020

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

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

**Title:** Minutes: April 14, 2020 Regular Meeting, April 28, 2020 Regular Meeting and April 28, 2020 Attorney-Client 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 item seeks Board review and approval of the following minutes: April 14, 2020 Regular Meeting, April 28, 2020 Regular Meeting, and April 28, 2020 Attorney-Client Meeting.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Approve the minutes of the April 14, 2020 Regular Meeting, the April 28, 2020 Regular Meeting, and the April 28, 2020 Attorney-Client Meeting.

### **Attachments:**

1. April 14, 2020 Regular Meeting
2. April 28, 2020 Regular Meeting
3. April 28, 2020 Attorney-Client Meeting



**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
REGULAR MEETING  
April 14, 2020**

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

Chairman Desloge called the virtual meeting to order at 3:00 p.m. He shared this meeting was held via video conference and was held utilizing communications media technology pursuant to the Governor's Executive Order 20-69, Emergency Management due to COVID-19 for Local Government Public Meetings.

**INVOCATION**

The Invocation was provided by Chairman Bryan Desloge and he proceeded with a roll call.

County Attorney Chasity O'Steen explained the virtual meeting process as outlined in the April 10, 2020 Proclamation 2020-08 which was read into record.

**AWARDS AND PRESENTATIONS**

- Update on Coronavirus Disease 2019 (COVID-19).  
Mark O'Bryant, President and CEO, Tallahassee Memorial Hospital, provided background on the work that has been done regarding COVID-19 pandemic and provided the current status of testing. He highlighted the importance of staying in place.
  - Chairman Desloge thanked Mr. O'Bryant for his leadership and for everyone at Tallahassee Memorial Hospital (TMH) for all of their efforts during this time.
  - Commissioner Lindley confirmed with Mr. O'Bryant that TMH has several weeks' worth of Personal Protective Equipment (PPE) in stock.
  - Commissioner Minor reflected on racial and ethnic disparities in access to health care and stated that he would like to see additional statistics from the Florida Department of Health (FDOH).
    - Mr. O'Bryant stated they are pleased with their supplies and ensured the Board that they are taking precautions to keep employees safe. He confirmed the current socio-economic disparity in the State and stated that data by race and ethnicity is available on FDOH's website.
    - Commissioner Proctor confirmed with Mr. O'Bryant that the local health care partners have come together and are working to complement each other. He reflected on the effects of COVID-19 on the jail population and need for walk-up testing sites for those that rely on public transit.
  - Mr. O'Bryant stated that the best protocols for the jail is to keep people in place, screen the workers and provide them with the appropriate PPEs. He confirmed that citizens must have a referral from a physician to receive testing; however, those showing up at the Northwood testing site without a referral are being referred to a physician. Mr. O'Bryant stated that he would explore the possibility of a walk-up option for those that do not own a vehicle.
  - Commissioner Dozier also thanked Mr. O'Bryant and all the staff at TMH. She confirmed with Mr. O'Bryant that TMH has been able to procure supplies as the

supply chain reopens in addition to using donated masks for non-direct patient care. She asked about the availability of testing and rapid testing in Leon County.

- Mr. O'Bryant stated that only patients with symptoms are being tested and results are processed by labs in 3-5 days. He explained that TMH does not have enough of the testing reagents to do immediate or rapid response testing as these resources are allocated to the hospitals with priority being given to high-impact areas such as southeast Florida.
- Commissioner Jackson confirmed that Second Harvest food distribution is being done by drive-thru, using social distancing, and applying reasonable precautions. He asked if there are significant projection changes since the April 8<sup>th</sup> TMH report.
  - Mr. O'Bryant indicated that there have been changes and it is believed that the warmer temperatures may be beneficial in slowing down the spread. He reflected that social distancing efforts have also helped to reduce the number of new cases.
- Commissioner Proctor reiterated the importance of walk-up testing for COVID-19 for those without vehicles and advocated for street outreach to individuals experiencing homelessness. He inquired about requiring the use of masks and gloves for employees in food preparation and drive-thru restaurants.
- Mr. O'Bryant said that following the basic guidelines for food preparations and distribution is a good idea but was not sure under whose authority that lies.
- County Administrator Long expressed his thanks to Mark O'Bryant and Tallahassee Memorial HealthCare, and to Capital Regional Medical Center.

#### **CONSENT:**

*Commissioner Minor moved, duly seconded by Commissioner Maddox, to approve the Consent Agenda, Item 9 was pulled from the agenda. The motion carried 7-0.*

#### **1. Minutes: January 28, 2020, Regular Meeting**

*The Board approved Option 1: Approve the minutes of January 28, 2020, Regular Meeting.*

#### **2. Payment of Bills**

*The Board approved Option 1: Approve the payment of bills and vouchers submitted for April 14, 2020 and Pre-Approve of Payment of Bills and Vouchers for the Period of April 15, 2020 through April 27, 2020.*

#### **3. Modification of Policy No. 01-05 and Temporary Rules of Procedure for the Use of Communications Media Technology (CMT) to Conduct Virtual Meetings of the Leon County Board of County Commissioners and Boards, Councils and Committees**

*The Board approved Option 1: Ratify the modification of Policy No. 01-05 and Temporary Rules of Procedure for the Use of Communications Media Technology (CMT) to Conduct Virtual Meetings of the Leon County Board of County Commissioners and Other County Boards, Councils and Committees authorized in Amended Proclamation No. 2020-7.*

#### **4. Commissioner Appointment to the Contractors Licensing and Examination Board**

*The Board approved Option 1: Ratify Commissioner Maddox' appointment of David Fronczak to the Contractors Licensing and Examination Board for a three-year term ending March 31, 2023.*

**5. Authorization to Proceed with the Sale of a Portion of County-Owned Real Estate Identified as the Leon County Court Annex Building at 1920 Thomasville Road**

*The Board approved Option 1: Authorize staff to proceed under Article 12, Real Estate Policy with the sale of portion of County-owned real estate identified as the Leon County Annex building on Thomasville Road at no cost to the County.*

**6. Authorization to Transfer a Surplus Leon County Vehicle to Emergency Care Help Organization**

*The Board approved Option 1: Authorize the transfer of the 2006 Ford F250 Leon County surplus truck to the Emergency Care Help Organization (ECHO).*

**7. Bid Award for Septic System Services, Continuing Supply**

*The Board approved Option 1: Approve the bid awards to Brian's Septic Service, and to Apalachee Backhoe and Septic Tank, LLC for Septic System Services, Continuing Supply and authorize the County Administrator to execute both agreements.*

**8. Approval of the Plat of Cottages at Lonnie Subdivision**

*The Board approved Option 1: Approve the plat of Cottages at Lonnie Subdivision for recording in the Public Record, contingent upon final review and approval by the County Engineer and authorize the County Administrator to accept the Maintenance Agreement and Surety Device in a form approved by the County Attorney.*

**9. Approval of the Plat of Fletcher Oak Subdivision Phase I - Pulled**

**Status Reports:**

**10. Annual Investment Report for Fiscal Year 2018-2019**

*The Board approved Option 1: Accept the Annual Investment Report for Fiscal Year 2018-2019*

**CONSENT ITEMS PULLED FOR DISCUSSION**

**Item 9. Approval of the Plat of Fletcher Oak Subdivision Phase I**

This item was pulled by Commissioner Minor who rescued himself due to the appearance of a conflict. He shared his wife's real estate client has interest on one of the properties in the plat.

*Commissioner Dozier moved, duly seconded by Commissioner Maddox, The Board approved Option 1: Approve the plat of Fletcher Oak Subdivision Phase I for recording in the Public Record, contingent upon staff's final review and approval, and to authorize the County Administrator to accept the Performance Agreement and Surety Device in a form approved by the County Attorney. The motion carried 6-0. (Commissioner Minor rescued).*

**CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS (3-MINUTE LIMIT PER SPEAKER; THERE WILL NOT BE ANY DISCUSSION BY THE COMMISSION)**

- Chairman Desloge acknowledged the citizen comments that were submitted virtually prior to the meeting.

- Demetria Pope, 3100 Dian Rd., inquired about using County owned property and support to establish infill property. While doing so, conduct a trial program to determine the effectiveness of intergenerational housing options.
- Manuel F Munoz, 4180 Covenant Lane, Apt. 308, thanked the County workforce for all their hard work.
- Steve Urse, 1118 Waverly Road, acknowledged the efforts made to protect the Leon County Citizens and wanted to ensure help was given to the homeless and vulnerable. He asked that the Board consider an ordinance like Alachua County that requires retail establishments to limit customers to one per 1000 square feet and to wear mask.

## **GENERAL BUSINESS**

### **11. Status Report on Leon County's Response Efforts Related to COVID-19**

County Administrator Long introduced this item. He noted this agenda item provides the Board a status report on Leon County's response efforts related to the novel coronavirus (COVID-19) pandemic. The status report includes a discussion of the latest efforts being taken to plan for a surge in health care needs, the impact of the pandemic on the U.S. economy and its potential fiscal impact to Leon County's finances, and a summary of the policy responses taken by the state and federal government. At this time, response efforts are still ongoing; accordingly, this agenda item should not be considered an After-Action Report. Rather, this status report is intended to serve as a summary of the County's actions to date in coordination with local, state, and federal partners to prepare for and mitigate the spread of COVID-19. Representatives from Leon County Emergency Management, the local health care community, and others will participate in the April 14 Board meeting to present the latest updates and information available.

He acknowledged the public comments received. *Citizen Comments received via online submission:*

- Yuh-Mei Hutt, 4089 Faulkner Lane, requested the County provide guidance for best practices for businesses, to be provided before the release from the safer-at-home order.
- Curtis (Toby) Bradley Chapman, 12086 Waterfront Drive, acknowledged the Board for their tireless efforts and leadership during the COVID-19 pandemic.
- Kimberly Van Zant, 3209 Mahan Drive, Lot 1, opposed the approval of \$300,000 in funding to provide emergency housing for the area's homeless population.
- Beth Sisson, 487 Frank Shaw Road, shared support of additional funding for housing the homeless and commended the Commissioners for their working with the City.

#### **Presentations:**

- County Administrator Long explained the County's full focus on COVID-19 response and indicated that individual staff would provide updates. He thanked staff for their efforts and the support of the Board and the Constitutional Officers.
- Claudia Blackburn, Leon County Health Department, thanked her team that have work tirelessly from the start of this pandemic. She shared the Health Department's 5 objectives: (1) stop the spread of COVID (2) protect the elderly (3) leverage resources to test the community (4) promoting social distancing (5) preparing for a medical surge. She indicated that the Health Department has reports on the demographics of positive cases that can be shared with the Board.

She indicated that her organization is encouraging employers to screen their employees. She indicated that social distancing is key to flattening the curve and thanked County staff.

- Kevin Peters, Director of Emergency Management, shared the EOC was activated on March 10<sup>th</sup>, and staff has participated in over 70 conference calls to facilitate information sharing. He reported that the State Emergency Center was activated on March 9<sup>th</sup> and a statewide stay at home order was issued by the Governor on April 3<sup>rd</sup>. Mr. Peters reported that more than 155,000 different PPE items have been distributed to health care partners and assisted living facilities.
- Shington Lamy, Director of Human Services & Community Partnerships, provided an update on the local homeless COVID-19 Taskforce and efforts to prevent the spread of the virus within local shelters. He shared there has been no reported cases of COVID-19 in the homeless population. He announced the County has partnered with the City and the Big Bend Homeless Coalition to establish a non-congregate shelter for those that have been diagnosed for COVID-19 or awaiting test results.
- Alan Rosenzweig, Deputy County Administrator, indicated that there is a decline in consumer spending and the County is entering into a recession that could last for at least a year. There is a fiscal impact for FY 2020 and FY 2021. Sales Tax revenue is down, gas tax revenue is down, public services tax revenue may not be affected, but the tourist tax revenue will be significantly impacted. There is no direct impact on the property taxes as the property values are already set; however, next year is in question. All of which will be reviewed at the budget workshop in June.
- Andy Johnson, Assistant to the County Administrator, indicated that Congress passed three (3) major pieces of legislation: 1) Phase I on March 6<sup>th</sup>, included \$8 billion for testing and supplies 2) Phase II Families First included paid leave for workers and tax credits, and 3) Phase III Cares Act included \$2.2 trillion in economic relief. Phase IV will be recovery and is on hold for now.
- Matt Cavell, Assistant to the County Administrator, shared information that the gator graphic has received national coverage and that CMR public information efforts have been viewed over six million times.
- Chief Abrahams, Chief of Emergency Medical Services, indicated that EMS staff has put forth an outstanding effort including supporting the Northwood Center drive-thru testing site and engaging with community partners. He reported that there are no positive cases for EMS employees.
- Christina Paredes, Director of the Tallahassee-Leon County Office of Economic Vitality, provided an update on the COVID-19 Economic Disaster Relief (CEDR) Grant awards for 489 businesses which included SBA loans. She shared they would provide a detailed status report at the next Blueprint Intergovernmental Agency meeting.
- Wanda Hunter, Assistant County Administrator, provided an update on the COVID-19 team, including the Constitutional Officers, that developed protocols to protect employees and citizens.
- Chasity O'Steen, County Attorney, indicated that her staff has been working on the County State of Emergency proclamations and virtual meeting protocols.
- Commissioner Proctor inquired how the funding for non-congregate homeless sheltering would be distributed.
  - County Administrator Long noted the non-congregate homeless sheltering plan was approved by State Emergency Management and FEMA.
  - Shington Lamy indicated that the non-congregate homeless sheltering funds will be reimbursed by FEMA and the Big Bend Continuum of Care



- will serve as the coordinator and collaborator of community homeless provider partners for the homeless sheltering plan.
- Commissioner Proctor reflected on the need for mandating masks and gloves with an emergency ordinance for restaurant workers.
    - County Attorney O'Steen replied that the Florida Department of Health issues guidelines to restaurant workers and their guidance is that masks are to be used as needed.
  - Commissioner Proctor indicated his displeasure in not receiving any funding from the federal Phase III legislation.
    - Commissioner Maddox noted that a letter was sent to Congress requesting funding be sent directly to the counties.
  - Commissioner Jackson reflected on whether the Tallahassee Development Center cases were factored into the numbers of cases for 32304 since their residences may be in other areas.
  - Commissioner Dozier inquired about protocols for cleaning public areas.
    - Claudia Blackburn and County Administrator Long indicated that the County is adhering to the guidelines and facilities staff has PPEs.
  - Commissioner Dozier inquired about a local contact tracing system.
    - Ms. Blackburn indicated that the State is working toward that system.
  - Commissioner Dozier asked about procedures on conducting Public Hearings and Town Hall meetings.
    - County Attorney O'Steen indicated that the modification approved in the consent agenda item #3 is sufficient for Public Hearings. She noted the Sunshine Law applies to Townhall meetings.
  - Commissioner Dozier confirmed with Mr. Lamy that the Big Bend Continuum of Care meets regularly with partners serving the region. She also questioned if there are remaining dollars that could be used to cover items that are not FEMA reimbursable.
    - County Administrator Long indicated that the County would spend up to \$300,000 authorized to support emergency sheltering and will report back to the Board.
  - Commissioner Lindley expressed concern regarding the fiscal impacts of the pandemic and expressed support of Options 1-5 and made a motion to approve Options #1-5.
  - Commissioner Minor reflected on the need to assemble a group of people to plan for reopening the local economy.
    - Cristina Parades indicated there is a State Restore Economic Strength through Employment and Tourism (RESET) taskforce.
  - Commissioner Proctor confirmed with County Administrator Long that an After-Action Report would be forthcoming once the pandemic subsides.

*Commissioner Lindley moved, duly seconded by Commissioner Dozier, approval of Options 1, 2, 3, 4 & 5:*

- 1) Accept the status report on Leon County's response efforts related to COVID -19.*
- 2) Authorize \$300,000 in funding from the Catastrophe Reserve Fund to support the emergency sheltering plan for the homeless population in Leon County as described in this item.*
- 3) Cancel the April 28 budget workshop, conduct the June 16 workshop as scheduled, and conduct a July 14 workshop (if necessary).*
- 4) Reschedule the Board's September meetings and budget public hearings from September 8 and September 22, 2020 to September 15 and September 29, 2020.*

*5) Ratify the County Administrator's action to grant up to 100 hours of Administrative Leave to Leon County employees who are health care providers and emergency responders exempt from the leave provisions of the Families First Coronavirus Response Act.  
The motion carried 7-0.*

## **12. Community Human Services Partnership (CHSP) and COVID-19 Response**

County Administrator Long introduced the item. He stated this item seeks Board consideration to allow Community Human Services Partnership (CHSP) agencies the ability to utilize current year County Grant funding to address unanticipated COVID-19 related operational needs.

Public Comment: (All citizen comments were received via online submission)

- Amber R. Tynan, 2477 Tim Gamble Place, Suite 200, United Partners for Human Services, submitted a comment in support of Options 2-4 and commended staff for their work on this item. She additionally, supported the three proposed options: (1) reject applications received after the March 31<sup>st</sup> extended deadline, (2) reopen the CHSP Portal to all agencies on April 15<sup>th</sup> for at least one week, (3) Fund CHSP agencies for FY 20-21 at same level as FY 19-20.
- Jackie Malone, 6010 Rich Farm Road, Brehon Family Services, submitted a comment in opposition with re-opening of the CHSP portal after the March 31<sup>st</sup> extended deadline and for late application submissions.
- Rob Renzi, 6410 Williams Road, Big Bend Cares, submitted a comment in opposition to the reopening of the CHSP Portal and asked that the entire CHSP process be postponed for one year.
- Pam Irwin, 8530 Charrington Forest Drive, Capital Medical Society, submitted two comments expressing opposition with the CHSP portal reopening and supporting the March 31<sup>st</sup> extended deadline.
- Debbie Moroney, 7787 McClure Drive, Alzheimer's Project, submitted a comment opposing the reopening of CHSP portal.
- Dana Farmer, 1990 Mallory Square, Equality Florida Action Inc., submitted a comment in support for funding of Rapid Rehousing.
- Daniel Moore, 2912 Abbotsford Way, Ability 1<sup>st</sup>, submitted a comment recognizing the agencies that met the March 31<sup>st</sup> CHSP application deadline.
- Terri Sue Aldridge, 2595 Farragut Way, Widening Adult Vital Experiences (WAVE), submitted a comment in opposition to the reopening of the CHSP portal and requested the 6 late applications be disqualified.
- Kimberly Galban-Countryman, 3248 Storrington Drive, Lighthouse of the Big Bend, submitted a comment in opposition to the reopening of the CHSP portal and requested the Board continue funding the current CHSP-funded organizations for another year at the FY 2019-20 level.
- Lt. Ryan Meo, 7100 Summit Ridge Drive, Salvation Army, submitted a comment thanking the County for extending the deadline and commended staff.
- Carrie Litherland, 1336 Jackson Street, The Legal Aid Foundation of Tallahassee, submitted a comment in support of the following: (1) fund agencies in FY 2020-21 at the same level as FY 2019-20 (2) reopening the CHSP portal for all agencies on April 15<sup>th</sup> for one additional week (3) accept only the applications received by the March 31<sup>st</sup> deadline.
- Randall Nicklaus, 4482 Argyle Lane, 2-1-1 Big Bend, submitted a comment in opposition of the reopening of the CHSP portal and supporting funding the CHSP agencies in FY 2020-21 as the same levels as FY2019-20.

The following comments were received after the 8 p.m. submission deadline:

- Mickey Moore, Moore Business Strategies, submitted a comment on support of Options 2-4 and thanked the efforts of the City and County partnership via the CHSP.
- Nicholas Swaine, Lighthouse of Big Bend, submitted a comment opposing the reopening of the CHSP portal and requesting the Board fund the current grants for one more year.
- Tim Center, Capital Area Community Action, submitted a comment opposing the reopening the CHSP portal and in support of rejecting applications received after March 31<sup>st</sup>.

County Administrator Long explained that the County has been flexible and made changes to reflect the current conditions.

Commissioner Maddox rescued himself, due to the appearance of a conflict of interest of his current employment with the Boys and Girls Club.

*Commissioner Proctor moved, duly seconded by Commissioner Lindley, approval of Options 1 - 4: Option 1: As amended, accept the status report on the County's efforts to address the needs of Community Human Services Partnership human services agencies impacted by COVID-19; and reopen the CHSP Portal to all eligible human services agencies for seven days. Option 2: Authorize the County Administrator to amend the Agreements with human service agencies to expend FY 2020 programmatic funds to address COVID-19 related operational needs. Option 3: Authorize the County Administrator to carryforward remaining FY 2020 Community Human Services Partnership funds to FY 2021 upon agency requests to address COVID-19 impacts. Option 4: Authorize the County Administrator to extend the FY 2020 Community Human Services Partnership Agreements with human service agencies (not awarded new grant funding) until December 31, 2020 to address COVID-19 impacts.*

- Commissioner Minor requested the county Administrator outline the CHSP application process. He stated his support of reopening the CHSP Portal to the 6 agencies. In the future, he indicated that if the application window is reopened, it should be extended for everyone. He shared his support of reopening all the applications for 7 days to remedy the situation.
  - County Administrator Long explained that the deadline was initially extended to March 31<sup>st</sup> and that that six (6) previously funded agencies had not met the extended deadline, so staff reached out to six agencies and further extended the deadline for them. He indicated that staff conducted a webinar with all the agencies to address any issues and the application deadline was extended for only the six (6) who did not meet the deadline.
- Commissioner Dozier expressed her opposition to reopening the application portal for only those 6 agencies. She reflected some agencies may not have applied for Promise Zone funding because time ran out. She shared her support of Commissioner Minor's suggestion to reopen the application portal for all agencies. She asked the County administrator if holding the current funding level for FY 2021 is an option.
  - County Administrator Long indicated that any changes to the process would also need to be approved by the City. He indicated that staff will proceed with whatever direction the Board chooses.
- Commissioner Dozier stated her support of holding the current funding level for FY 2021.

- Commissioner Lindley indicated that entire agenda item was focusing on flexibility due to the current situation and stated that Board actions shouldn't delay the process. She supported Commissioner Proctor's motion to approve Options 1-4.
- Commissioner Proctor inquired the County Administrator for guidance.
  - County Administrator Long stated he is comfortable with the way the problems were addressed and with the options offered.
- Commissioner Proctor stated his support of reopening the portal for 7 days for all the agencies and amending his motion.
- Commissioner Proctor amended his motion to include reopening the CHSHP application for 7 days for all agencies.
- Commissioner Lindley expressed concern about slowing down the process but stated her support of the application extension.
- Commissioner Minor indicated that this amendment should not slow down the FY 2020 funding and County Administrator Long confirmed.
- Commissioner Dozier shared her support of the seven (7) day extension.
- Commissioner Lindley cautioned if they extend another week this would delay agencies getting their funds.
- Commissioner Minor explained the additional seven (7) days would provide time for all agencies to go back and improve their application if desired.
- Commissioner Jackson explained that the rules are as important as administering the programs to the public.
- Commissioner Desloge stated he was in support of the seven (7) day extension.

*Commissioner Proctor moved, duly seconded by Commissioner Lindley to approve: Option 1: As amended: Accept the status report on the County's efforts to address the needs of the Community Human Services Partnership human services agencies impacted by COVID-19; and reopen the CHSP Portal to all eligible human services agencies for seven days.*

*Option 2: Authorize the County Administrator to amend the Agreements with human services agencies to expend FY 2020 programmatic funds to address COVID-19 related operational needs;*

*Option 3: Authorize the County Administrator to carryforward remaining FY 2020 Community Human Services Partnership funds to FY 2021 upon agency requests to address COVID-19 impacts; and*

*Option 4: Authorize the County Administrator to extend the FY 2020 Community Human Services Partnership Agreements with human service agencies (not awarded new grant funding) until December 31, 2020 to address COVID -19 impacts.*

*The motion carried 6-0. (Commissioner Maddox abstaining).*

### **13. Bond Community Health Center and Neighborhood Medical Center Funding Request for COVID-19 Response**

County Administrator Long introduced the item. He stated this agenda item seeks Board consideration of requests from Bond Community Health Center (Bond) and Neighborhood Medical Center (NMC) to amend their respective agreements and realign budgeted Primary Healthcare Program funds to address unanticipated financial impacts of COVID19.

Commissioner Proctor commented on his submittal requesting funding. He supported that by sharing that African-Americans are disproportionately affected by COVID-19. He

indicated that 40% of the people in the community are uninsured and that an increase in funding may be needed in the future.

County Administrator Long indicated that the ask was for an advance of County funds.

Shington Lamy indicated that the Federal funds will be very helpful to Bond and Neighborhood for their COVID-19 efforts.

Commissioner Desloge shared their support for the proposed options.

*Commissioner Maddox moved, duly seconded by Commissioner Desloge, approval of Options 1-2: Option 1: Approve the request to amend the Agreements with Bond Community Health Center, Inc. and Neighborhood Medical Center, Inc and advance funds in the amount of \$73,683 to Bond and \$145,111 to NMC from the Primary Health Care Program and authorize the County Administrator to execute. Option 2: Authorize the County Administrator to advance funds from the Primary Healthcare Program for June 2020 if needed, in accordance with the Amended Agreements with Bond Community Health Center, Inc., and Neighborhood Medical Center, Inc. The motion carried 7-0.*

#### **14. Actions Taken in Response to the Financial Impact of COVID-19 and Tourist Development Tax Collections**

County Administrator Long introduced the item. He stated this item summarizes the actions taken in response to the anticipated financial impact of COVID-19 on the Tourist Development Taxes (TDT) collected on overnight stays in Leon County. TDT revenues fund the Leon County Division of Tourism and the Council on Culture and Arts (COCA).

Public Comment: (received via online submission)

- John Outland, 1562 Tung Hill Drive, submitted a comment requesting BP funds for non-profits, affordable housing and maintenance of existing infrastructure, to have community wide economic benefits.
- Kathleen Spehar, Council on Culture & Arts, submitted a comment in support of keeping the current 1 cent penny sales tax, TDT for COCA and committed to expense reduction and revenue-generating initiatives.

*Commissioner Maddox moved, duly seconded by Commissioner Lindley, approval of Option 1: Accept the report on the actions taken in response to the financial impact of COVID-19 and Tourist Development Tax collections.*

- Commissioner Dozier commended staff on their efforts to reduce expenses and working together on the current issues. She inquired about the process for grant recipients who have had to cancel their events due to the COVID-19 pandemic.
  - Kerri Post stated that Tourism is working with grant recipients to reschedule and working with the agencies to reimburse for expenses made in good faith.
- Commissioner Dozier confirmed with Kerri Post that the agencies would not be penalized for future grants, if an event was cancelled due to the COVID-19 pandemic.
- Commissioner Minor commended Kerri Post and the Tourism staff.

*The motion carried 6-0. (Commissioner Proctor was out of the chambers).*



**15. Authorization to Purchase Two New Ambulances Utilizing the Florida Sheriff's Association Cooperative Contract with Hall-Mark RTC**

County Administrator Long introduced the item. He stated this item seeks Board approval to utilize cooperative purchasing (piggybacking) in the amount of \$517,758 for new ambulances. Leon County Emergency Medical Services replaces ambulances each year due to the continuous high usage.

*Commissioner Dozier moved, duly seconded by Commissioner Desloge, to approve Option 1: authorize the purchase of two new ambulances from Hall-Mark RTC in the amount of \$517,758, utilizing the Florida Sheriff's Association cooperative purchasing agreement. The motion carried 6-0. (Commissioner Proctor was out of the chambers).*

**16. Bid Award for Eastside Branch Library Wall and Roof Repairs Project**

County Administrator Long introduced the item. He stated this item seeks Board approval to award the bid for the Eastside Branch Library Wall, Roof and Structural Repairs project to OliverSperry Renovation and Construction, Inc. in the amount of \$399,995.

*Commissioner Dozier moved, duly seconded by Commissioner Lindley, approval of Option 1: Approve the bid award to OliverSperry Renovation and Construction, Inc., in the amount of \$399,995 for the Eastside Branch Library Wall and Roof Repairs Project and authorize the County Administrator to execute Agreement. The motion carried 6-0. (Commissioner Proctor was out of the chambers).*

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

- NONE

**COMMENTS/DISCUSSION ITEMS**

**County Attorney O'Steen:**

- Presented an offer from Johnny Petrandis to settle outstanding litigation. She stated they are recommending a counteroffer for the Board's consideration. She discussed the proposed settlement, amount of fees and costs incurred in the litigation to-date, and referenced background materials about the case.
- Commissioner Lindley commented on the amount of funds they have spent associated with the litigation of this case and recommended accepting the settlement.
- *Commissioner Lindley made a motion to accept the settlement offer from Johnny Petrandis. The motion failed for a lack of a second.*
- Commissioner Dozier discussed the length of the litigation and made a motion to present the counteroffer proposed.
- *Commissioner Dozier made a motion, seconded by Commissioner Minor, to present the counteroffer.*
- Commissioner Maddox suggested a shade meeting to flesh out the details.
- Commissioner Proctor stated his objection to taking the private property, unless it was for a public purpose. He indicated the property has regenerated naturally. He thanked the County Attorney for attachment 3. He asked what was the purpose of taking this private property? Also, he welcomed the Shade Meeting.
  - County Attorney O'Steen indicated that the Board would need to give direction to notice for a Shade Meeting for April 28.
- Commissioner Proctor asked had counsel visited the wooded area?

- Commissioner Lindley stated her opposition to presenting a counteroffer. She then offered a substitute motion.
- *Commissioner Lindley moved, duly seconded by Commissioner Desloge, to schedule a shade meeting to discuss the Johnny Petrandis outstanding litigation.*  
The motion carried 7-0.
- County Attorney O'Steen presented an offer to settle the Weilhammer litigation through a Mediation Settlement Agreement.
- *Commissioner Lindley moved, duly seconded by Commissioner Jackson, to accept the Weilhammer Mediation Settlement Agreement.*  
The motion carried 7-0.
- Wished a Happy Birthday to former County Attorney Herb Thiele.

**County Administrator Long:**

- Expressed concern regarding the County revenue reductions due to the current economic conditions.
- Acknowledged County Attorney O'Steen for her hard work and guidance to the County, since the start of this pandemic.
- Thanked the amazing IT team for their work transitioning to a virtual setup.

**COMMISSIONER DISCUSSION ITEMS**

**Commissioner Dozier:**

- Acknowledged County Attorney O'Steen as this was her first meeting.
- Stated the Florida Department of Agriculture is having issues with their supply chain and are looking into rolling out programs to assist farmers with local food banks, etc. She requested a report on how the county could assist with the possibility of connecting farmers with bulk buyers/consumers such as Second Harvest, TMH, CRMC, FSU, etc.
- Requested a taskforce to help small businesses and nonprofits to navigate the grant application process.
- County Administrator Long indicated OEV is leading with this initiative and may offer additional information at the April 15<sup>th</sup> Blueprint meeting.
- Discussed grant funding for utility payments.

**Commissioner Minor:**

- Wished Happy Birthday to former County Attorney Herb Thiele.
- Thanked County Attorney O'Steen for getting through her first meeting.
- Thanked Second Harvest for their efforts to feed those in need.
- Recognized parents trying to educate their children virtually.
- Encouraged the public to continue practicing social distancing.

**Commissioner Proctor:**

- Thanked Staff for their continuing efforts during these adverse times.
- Reflected on the need for the summer youth program for 2020 given the current revenue downturn.
- Requested an update on the efforts to reduce the Jail population due to the COVID-19 pandemic and stated he would like to see a reduction in the number of inmates housed.



- County Administrator Long stated that the jail inmate population numbers are low due to the efforts of the State Attorney and the Sheriff and an update would be provided to the Board.

**Commissioner Lindley:**

- Thanked staff for their continuing efforts during such tough times.

**Commissioner Maddox:**

- Thanked all for a great meeting and thanked the Board for their direction in reopening the CHSP portal.
- Happy 13th Birthday to his daughter!

**Commissioner Jackson:**

- Thanked staff for a great meeting.

**Chairman Desloge:**

- Recognized the outstanding leadership of the county and community coming together.
- Indicated his concern for the new Salvation Army congregate housing.
- Asked the County Attorney to explain the lifting of the curfew.  
County Attorney O'Steen explained that the curfew was lifted due to the State Executive Order that was issued but indicated that the County could implement one if that is what the Board desires.
- Commissioner Lindley stated her support in issuing a curfew.
  - County Attorney O'Steen responded the curfew was lifted due to the State Executive Order that was issued but indicated that the County could implement one if that is what the Board desires.
  - Commissioner Lindley stated her support in issuing a curfew.
- County Attorney O'Steen clarified that the Local State of Emergency Proclamation issued on April 13<sup>th</sup> would be amended to reinstate the curfew.
- Commissioner Minor asked County Administrator to share the Sheriff's view on the curfew.
  - County Administrator Long indicated that the Sheriff's view was that the enforcement of a curfew could take away from County resources that could be used for other enforcement issues.
  - Chairman Desloge stated his support of the curfew.
- *Commissioner Lindley moved, duly seconded by Commissioner Jackson, to reissue an 11 p.m. to 5 a.m. curfew including the exceptions from the previous curfew, effective April 15, 2020.*  
*The motion carried 6-0. (Commissioner Proctor was out of chambers).*

**RECEIPT AND FILE:**

- Leon County Research & Development Authority Financial Statements for Years ending September. 30, 2019 and 2018

**ADJOURN:**

There being no further business to come before the Board, the meeting was adjourned at 8:12 p.m.

**LEON COUNTY, FLORIDA**

ATTEST:

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

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

**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
REGULAR MEETING  
April 28, 2020**

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

Chairman Desloge called the meeting to order at 3:00 p.m. He shared this meeting was held via video conference and was held utilizing communications media technology pursuant to the Governor's Executive Order 20-69, Emergency Management due to COVID-19 for Local Government Public Meetings.

**INVOCATION AND PLEDGE OF ALLEGIANCE**

The Invocation was provided by Chairman Bryan Desloge followed by the Pledge of Allegiance. He then proceeded with a roll call.

County Attorney Chasity O'Steen explained the virtual meeting process as outlined in the April 24, 2020 Proclamation 2020-11 which was read into record.

**SCHEDULED PUBLIC HEARINGS, 3:00 P.M.**

**1. Adoption Public Hearing on Small Scale Comprehensive Plan Amendments**

County Administrator Long introduced this item. He stated this item provides for the Adoption Public Hearing on the 2020 Cycle Small-Scale Comprehensive Plan Amendments to the Tallahassee-Leon County Comprehensive Plan that are located within unincorporated Leon County.

The Transmittal Public Hearings on Large-Scale Amendments and Text Amendments that need approval of both the Board and the City Commission are scheduled for May 26, 2020.

He noted there was no public comment.

Commissioner Dozier motioned for Option 1, it was seconded by Commissioner Jackson. Commissioner Dozier commented that the small-scale amendments do not have broad impact on land use and expressed concern about conducting large-scale comprehensive plan amendment public hearings via virtual public hearing. She suggested continuing the joint City/County large-scale comprehensive plan amendments transmittal hearing and other public hearings like the Lake Protection Node Public Hearing to a date when the Commissioners can meet in person.

- County Administrator Long suggested the possibility to hold the joint public hearing on the large-scale amendments on May 21<sup>st</sup> before the Blueprint IA meeting should the Blueprint Budget Workshop be rescheduled.

Commissioner Maddox expressed support of continuing the joint public hearing for the large-scale comp plan amendments to a future date.

- County Administrator Long clarified that the public hearing for the large-scale comp plan amendments is scheduled for May 26 but could be pushed to a later date if the Board desires it.

Artie White, Comprehensive Planning Manager, PLACE, provided additional comments.

*Commissioner Dozier moved, duly seconded by Commissioner Jackson, for approval of Option 1: Conduct the first and only public hearing and adopt the proposed Ordinance, thereby adopting the small-scale map amendments in unincorporated Leon County, to the Tallahassee-Leon County 2030 Comprehensive Plan.*

*The motion carried 7-0.*

**2. First and Only Public Hearing to Consider Adopting an Ordinance Amending Chapter 10 of the Leon County Code of Laws, the Land Development Code, to Correct Scrivener's Errors and Inadvertent Inconsistencies**

County Administrator Long introduced this item. He conveyed this item requests the Board conduct the first and only Public Hearing and consider adopting an Ordinance to revise multiple sections of Chapter 10 of the Leon County Code of Laws to correct scrivener's errors and inadvertent inconsistencies found throughout the Land Development Code.

*Commissioner Proctor moved, duly seconded by Commissioner Lindley, approval of Option 1: Conduct the first and only Public Hearing and adopt an Ordinance amending Chapter 10 of the Leon County Code of Laws, the Land Development Code, to correct scrivener's errors and inadvertent inconsistencies. The motion carried 7-0.*

**3. First of Two Public Hearings to Consider Adopting an Ordinance Amending Section 10-6.660 of the Land Development Code, Entitled "Lake Protection Node Zoning District"**

County Administrator Long announced this item. He stated this item requests the Board conduct the first of two required Public Hearings to consider adopting a proposed Ordinance to amend the Lake Protection Node (LPN) zoning district which is intended to provide greater flexibility options within the nodes in order to more effectively encourage new development and redevelopment while still meeting the intent and goals of the Lake Protection (LP) Future Land Use (FLU) Category.

Public Comment received via online submission:

- George E. Lewis II, 2143 Miller Landing Road, submitted a comment requesting the Board continue the public hearing and provided suggested edits to the Ordinance.
- Max Epstein, 1001 San Luis Road, submitted a comment in opposition to the proposed changes to the Lake Protection Node Zoning District and in support of low development techniques and forward-thinking stormwater rules.
- Commissioner Dozier acknowledged interest on the development side but expressed support of continuing this item. She asked for clarification on the environmental standards and expressed concern that this amendment will meet our goals and the interest in the development. She expressed her support to move forward.

- Barry Wilcox, Chief Development Resources Officer, indicated that the amendment is not altering the environmental and water quality standards.
- County Administrator Long explained that the function in the nodes and that the form may need some adjustments to attract what the market may be able to deliver.
  - Mr. Wilcox indicated that the nodes promote multi-family housing and retail professional offices.
  - Mr. Wilcox indicated that a large retailer had expressed interest in one of the nodes.
- Commissioner Proctor expressed support to continue the public hearing to a future date and for looking closer at the issue. He indicated that the Commission is not responsible for what happens commercially in the sites. He shared that he couldn't support the measure since it prohibits automotive services and repair, single-family housing and duplexes.
  - Barry Wilcox commented that most neighborhood centers are anchored by grocery stores. The change would allow for a store up to 50,000 sq. ft. and would encourage the development of grocery stores. He added, it also encourages the diversity of housing types.
- Commissioner Minor confirmed that the stormwater facility requirements for people seeking permits were not undermined by the amendments to the Lake Protection Node section of the Land Development Code.
- Commissioner Jackson established that DSEM had met with the Friends of Lake Jackson and the Summerbrooke Homeowners Association on several occasions.

*Commissioner Lindley moved, duly seconded by Commissioner Maddox, approval of Option 1: Conduct the first of two required Public Hearings to consider adopting an Ordinance amending Section 10-6.660 of the Land Development Code, entitled "Lake Protection Node Zoning District", and schedule the second and final Public Hearing for May 26, 2020, at 6:00 p.m. The motion carried 6-1. (Commissioner Proctor in opposition).*

#### **4. Second and Final Public Hearing to Consider Adoption of an Ordinance Amending Chapter 4, Article II of the Leon County Code of Laws Regarding Animal Control**

County Administrator Long announced this item. He stated this agenda item provides for the second and final required Public Hearing to consider adopting a proposed Ordinance, based on stakeholder feedback and support, to eliminate barriers to the operation of small-scale commercial farming inside the Urban Service Area. The Ordinance will also allow for the keeping of horses as pets on residential properties of one acre and greater.

Public Comment received via online submission:

- Rhonnie Schaffer, 2027 Wildridge Drive, submitted a comment objecting to the one acre minimum for horses and instead recommended a two acre minimum.

Commissioner Proctor inquired if the City supports this issue and expressed concern about the horses being a possible environmental nuisance to the neighbors.

- County Administrator Long indicated that the County did not have requirements currently in place and reflected on the need to support urban farming.
- Barry Wilcox indicated that the City supports any animal as pets if it is not being used for agricultural purposes.

Commissioner Maddox asked for clarification on the amendment and stated that there are potential issues with the upkeep of the horse.

- Barry Wilcox indicated that the County was silent on the keeping of horses in the Urban Service area.
- County Administrator Long indicated that the Animal Control Ordinance addresses the treatment of the horses.

Commissioner Dozier expressed concern about having horses on a one-acre lot. She expressed support of the urban farms but expressed concern about the livestock and was resistant to support the horse requirement of only one acre.

- Barry Wilcox indicated that it is difficult to limit what animals can be considered pets.
- County Administrator Long indicated that the proposal is comparable to other counties and provides a standard for the County.

Commissioner Lindley expressed support of the Ordinance and supports the happy balance.

*Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Option 1: Conduct the second and final Public Hearing and adopt an Ordinance amending Section 10-1.101 of the Land Development Code entitled "Definitions", repealing Section 10-6.816, "Community Gardens," and creating a new Section 10-6.816 entitled "Urban Agriculture," and a new Section 10-6.816 entitled "Urban Agriculture," and a new Section 10-6.821 entitled "Urban Equine". The motion carried 6-1. (Commissioner Proctor in opposition).*

**5. First and Only Public Hearing to Consider Adoption of an Ordinance Amending Chapter 4, Article II of the Leon County Code of Laws Regarding Animal Control**

County Attorney Long announced the item. He stated this agenda item requests the Board conduct the first and only public hearing and consider adopting an Ordinance amending Chapter 4, Article II of the Code of Laws of Leon County, regarding Animal Control, to provide for humane care standards and public nuisance prohibitions to accommodate horses, chickens and other fowl on certain residential properties inside the Urban Services Area.

Commissioner Proctor inquired if horses would be included in the Ordinance and reflected on the need for a limit on the number of animals a citizen may keep. He spoke in support of placing a limit on the number of animals and indicated that he has received multiple complaints from citizens.

- Cara Aldridge, Animal Control Director, indicated that there are current restrictions on numbers in the multi-pet permit which would come into play when the pet owner has two violations.

*Commissioner Lindley moved, duly seconded by Commissioner Maddox, approval of Option 1: Conduct the first and only public hearing and adopt an Ordinance amending Chapter 4, Article II of the Leon County Code of Laws regarding Animal Control. The motion carried 6-1. (Commissioner Proctor in opposition).*

**AWARDS AND PRESENTATIONS**

- Reopening the Economy and Update on the Local emergency Assistance for Nonprofits (LEAN) -Christina Parades, Director, Tallahassee-Leon County Office of Economic Vitality



- County Administrator Long stated that he provides daily updates to the Commissioners and he indicated that the County is still active in responding to the COVID-19 pandemic. He reviewed the County's health care efforts indicating that hospital capacity is adequate but can change quickly. Health data and capacity should drive the reopening plans. The County is awaiting the State's reopening plans and is reviewing all the data and guidance.
- Christina Parades provided an update on reopening local businesses and other gathering places. She indicated that stakeholders are meeting to set the foundation for reopening the economy. Ms. Paredes provided an update on the Local Emergency Assistance for Nonprofits (LEAN) Grant Program and reported that it has stimulated a great response.
  - Chairman Desloge commended the OEV and Health Department.
- Commissioner Proctor commended the Health Department on their efforts. He also acknowledged the Office of Human Services and Community Partnership for their work with homeless service providers. He reflected on the need for an ordinance mandating self-isolation after receiving a positive COVID-19 diagnosis.
  - County Attorney O'Steen indicated that she was unaware of any such ordinance in other counties.
  - Claudia Blackburn, Leon County Health Officer, indicated that the DOH investigates each case and follows-up with the contacts who are monitored daily. She indicated that this is working, and DOH had not had to resort to using quarantine and isolation orders.
- Commissioner Proctor confirmed with County Administrator Long that the County is prepared for a possible upsurge of COVID-19.
- County Attorney O'Steen indicated that the framework for the local action hinges on the Governor's Executive Order 20-52 and what will replace the Safer at Home order when it expires. She noted the process is a wait and see now.
- Commissioner Proctor expressed concern that meat packing plants have been forced to reopen by the federal government and reflected on possible state mandates. He shared that 32304-zip code has more COVID-19 cases than any other zip code in Leon County and data indicates that African-Americans are more susceptible. He reflected that reopening too soon could have devastating effects on African Americans who expressed a reluctance to return to work due to the risk associated with the virus. He reflected on the need to enforce isolation for those people directed to self-quarantine. He also reflected on the need for a County COVID-19 taskforce and a mental health hotline. He confirmed with the County Administrator Long that Emergency Management is coordinating the County's COVID-19 response in coordination with a broad array of community partners and that County Administrator Long and City Manager Reese Goad are in daily contact. Finally, he suggested the possibility of forming a Mayor/Chair COVID -19 taskforce.
  - Chairman Desloge stated that a Mayor/Chair/School Superintendent meeting was held the previous week and stated that they are awaiting the Governor's announcement of phase one of the reopening plan.
- Commissioner Maddox expressed concern with the State of Georgia's reopening due to the County's proximity to Georgia. He voiced his concern about Florida's reopening.
  - County Attorney O'Steen stated it would depend on what the Governor will do in the next couple of days.
- Commissioner Dozier commended OEV staff and their work on the two grant programs, CEDR for small business to reopen and what strategies could be implemented.

- County Attorney O'Steen indicated that the County may be able to fill in gaps in State mandates.
- Commissioner Dozier questioned if the Health Department had adequate staffing for COVID-19 contact tracing and commended the FAMU walk-up testing site. She also questioned if there were sites that could be used for isolation.
  - Claudia Blackburn indicated the County has been doing contact tracing and indicated that the DOH can currently meet the need for personnel to perform the tracing. She shared that isolation sites have not yet been explored, but some employers are putting COVID-19 positive employees in a hotel in order to stop the spread to their family members.
- Commissioner Dozier expressed concern about the slow public response to the LEAN grant and reflected on the possibility of a special Blueprint IA to revisit the grant funding programs.
  - Christina Paredes indicated that OEV is working closely with partners to identify nonprofits and to spread the word about the LEAN grant.
  - County Administrator Long stated that some revisions to the LEAN grant program may be needed, and if necessary, a special Blueprint IA meeting could be held.
- Commissioner Minor commended OEV on the grant programs. He asked about the possibility of scheduling a special meeting should the Commissioners need to make decisions once reopening plans for the State are unveiled.
  - County Administrator Long indicated a special meeting would be scheduled if needed.
- Commissioner Lindley reflected that more males than females are afflicted with COVID-19. She commended Bond and FAMU on the opening of the walk-up testing site. She expressed disappointment that only 1/3 of the grant money has been spent for the LEAN grant program and reflected that the greater need may have been for the small business grant.
- Commissioner Jackson indicated that poverty does not know racial divide. He reflected on the fear and anxiety in the community. He commended OEV and County staff on their efforts.

**CONSENT:**

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

**6. Minutes: January 27, 2020, Annual Board Retreat**

*The Board approved Option 1: Approve the minutes of January 27, 2020, Annual Board Retreat Meeting.*

**7. Payment of Bills and Vouchers**

*The Board approved Option 1: Approve the payment of bills and vouchers submitted for April 28, 2020 and Pre-Approve of Payment of Bills and Vouchers for the Period of April 29, 2020 through May 11, 2020.*

**8. Allocation of Risk Reserves**

*The Board approved Option 1: Approve the Resolution and Budget Amendment Request Appropriating Risk reserves in the amount of \$600,000 to fund workers' compensation claims in excess of the FY2019/2020 budget.*



**9. Authorization to Temporarily Modify the Time Certain Public Hearings are Held**

*The Board approved Option 1: Authorize public hearings for matters subject to Section 125.66(4)(b)1, Florida Statutes, to be conducted in accordance with the County's temporary Rules of Procedure for virtual meetings of the Leon County Commission as authorized in Section 5 of Amended Proclamation 2020-09.*

**10. Request to Schedule Two Public Hearings to Consider Adoption of an Ordinance Amending the Leon County Land Development Code and Creating a New Section 10-6.659, Entitled "Government Operational (GO) Zoning District," for June 16 and July 14, 2020 at 6:00 p.m.**

*The Board approved Option 1: Schedule two Public Hearings to consider adoption of a proposed Ordinance amending the Leon County Land Development Code to create a new Section 10-6.659, entitled "Government Operational (GO) zoning district," for June 16 and July 14, 2020 at 6:00 p.m.*

**11. Authorization to Proceed with Drafting an Ordinance to Amend Article II of Chapter 5 of the Leon County Code of Laws, Building and Construction Regulations, entitled "Technical Codes and Standards" and Amend Article VIII of Chapter 10, the Land Development Code, Entitled "Floodplain Management"**

*The Board approved Option 1: Authorize staff to proceed with drafting an Ordinance to amend Article II of Chapter 5 of the Leon County Code of Laws, the Building and Construction Regulations, entitled "Technical Codes and Standards" and amend Article VIII of Chapter 10, the Land Development Code, entitled "Floodplain Management."*

**12. Approval of the 2020 Update of the Tallahassee-Leon County Local Mitigation Strategy**

*The Board approved Option 1: Adopt by Resolution the 2020 Update to the Tallahassee-Leon County Local Mitigation Strategy plan.*

**13. Coronavirus Aid, Relief, and Economic Security Act Funding**

Public Comment:

- Lucinda Keeseey, 2103 Lee Avenue, asked that Commissioners to keep businesses and services closed, except for those currently identified essential business, until receiving medical reports for 2 weeks with a decrease in the COVID-19 cases.

*The Board approved Option 1: Approve the Resolution and Budget Amendment accepting the Coronavirus Aid, Relief, and Economic Security (CARES) Act Provider Relief Funding for Leon County Emergency Medical Services in the amount of \$193,075 and authorize the County Administrator to execute any required documentation.*

**14. Leon County 2021-2023 State Housing Initiatives Partnership Local Housing Assistance Plan**

*The Board approved Option 1: Approve the proposed 2021-2023 Leon County State Housing Initiatives Partnership Local Housing Assistance and adopt the associated Resolution.*

**Status Reports:**

**15. Resolution Authorizing the Housing Finance Authority of Leon County to Issue a Multifamily Housing Revenue Bonds for Magnolia Family**

*The Board approved Option 1: Approve the Resolution authorizing the Housing Finance Authority of Leon County to issue a \$15,000,000 Multifamily Housing Revenue Bonds for Magnolia Family project.*

**16. Resolution Approving Documents and Method of Sale for Magnolia Terrace Apartments Bond Issuance by Housing Finance Authority of Leon County**

*The Board approved Option 1: Adopt the Resolution for approval of documents and method of sale for Magnolia Terrace Apartments bond issuance by the Housing Finance Authority of Leon County.*

**CONSENT ITEMS PULLED FOR DISCUSSION**

- None

**CITIZENS TO BE HEARD ON NON-AGENDAED ITEMS (3-MINUTE LIMIT PER SPEAKER; THERE WILL NOT BE ANY DISCUSSION BY THE COMMISSION)**

- Chairman Desloge confirmed that there were no speakers on Non-Agendaed Items received via online submission.

**GENERAL BUSINESS**

**17. Voluntary Annexation Proposal from Victor & Mary Roman and Thomas & Dorothy Jones, LTD to Annex Properties Located at 5515 Dansby Place and 5265 Trout Trail**

County Administrator Long introduced this item. He stated property owners Victor & Mary Roman and Thomas & Dorothy Jones, LTD, are requesting voluntary annexation of properties located at 5515 Dansby Place and 5265 Trout Trail. As required by the Tallahassee-Leon County 2030 Comprehensive Plan, this voluntary annexation item is being brought to the Board for review and comment regarding the proposed annexation.

Public Comment received via online submission.

- Jay Schuck, 3675 Dexter Drive, submitted a comment noting that the development is not proposing any future land-use amendment or any zoning change. He also offered services as a planner consultant and retired planner with the City for 37 years.

*Commissioner Lindley moved, duly seconded by Commissioner Desloge, approval of Options 1: Do not object to the proposed voluntary annexation of properties located at 5515 Dansby Place and 5265 Trout Trail. The motion carried 7-0.*

**18. Rejection of Bids for Entry Façade Improvements at the Former Cooperative Extension Building**

County Administrator Long introduced this item. He stated it seeks Board consideration to reject the bid for the new entry façade at 615 Paul Russell (former Cooperative Extension building) due to projected revenue shortfalls resulting from the impacts of COVID-19.

- Commissioner Minor commended County staff for their forward thinking.
- Commissioner Proctor reflected on the need to evaluate proceeding with other projects and recommended moratorium on some projects.
- Commissioner Dozier stated that there will be a delicate balance of prioritizing projects. She indicated that material and labor costs have been going up for years, but now these costs are decreasing, so the County should be strategic about these considerations.

*Commissioner Jackson moved, duly seconded by Commissioner Proctor, approval of Option 1: Reject all bids for the entry façade project at 615 Paul Russell and direct staff to further consider the project as part of the June 2020 Budget Workshop. The motion carried 7-0.*

**FULL BOARD APPOINTMENTS TO THE LEON COUNTY EDUCATIONAL FACILITIES AUTHORITY, THE TALLAHASSEE SPORTS COUNCIL, AND TALLAHASSEE-LEON COUNTY MINORITY, WOMEN AND SMALL BUSINESS ENTERPRISE CITIZEN ADVISORY COMMITTEE**

County Administrator Long introduced this agenda item. He stated it seeks the full Board's consideration of the appointment of citizens to the Leon County Educational Facilities Authority, the Tallahassee Sports Council, and the Tallahassee-Leon County Minority, Women and Small Business Enterprise Citizen Advisory Committee.

*Commissioner Lindley moved, duly seconded by Commissioner Maddox, for approval of Options 1: Appoint one citizen to the Leon County Educational Facilities Authority for a five-year term ending July 31, 2025. The Board appointed **Curt Bender**. The motion carried 7-0.*

*Commissioner Maddox moved, duly seconded by Commissioner Lindley for approval of Option 2: Appoint two citizens to the Tallahassee Sports Council for three-years ending April 30, 2023. The Board appointed **John Gladden, Jason Hendrix**, thereby waiving the conflicting employment relationship disclosed on Form 4A by a two-thirds affirmative vote for Mr. Hendrix. The motion carried 7-0.*

*Commissioner Maddox moved, duly seconded by Commissioner Lindley, for approval of Option 3: Appoint two citizens to the Tallahassee-Leon County Minority, Women and Small Business Enterprise Citizens Advisory Committee for a two-year ending April 30, 2022. The Board appointed **Terrance Barber and Ted Parker**.*

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

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

## **COMMENTS/DISCUSSION ITEMS**

### **County Attorney O'Steen:**

Sought direction from the Board on the settlement offer for the Petrandis litigation and the County Attorney's recommendation of rejecting Mr. Petrandis' settlement offer and extending a counteroffer consistent with Board direction provided at the April 28<sup>th</sup> Attorney-Client meeting.

- Commissioner Lindley made a motion to accept the County Attorney's recommendation.
- Commissioner Minor offered an amendment to reject any counteroffer from Mr. Petrandis.
- Chairman Desloge recommended that the County's outside counsel instead convey that the board would not look favorably upon a counteroffer to the counteroffer on the table.
- County Attorney O'Steen confirmed that the County's outside counsel could convey the Board's intention; however, should Mr. Petrandis make a counteroffer, she would be obligated to present it to the Board.

*Commissioner Lindley moved, duly seconded by Commissioner Dozier, to accept the County Attorney recommendation of rejecting Mr. Petrandis' settlement offer and extending a counteroffer, and to direct outside counsel to convey that the Board would not look favorably upon another counteroffer. The motion carried 6-1. (Commissioner Proctor in opposition).*

### **County Administrator Long:**

- Thanked County employees for their dedication and thanked the Chairman along with the Commission for their support. He mentioned employees that stepped up during tornado.

## **COMMISSIONER DISCUSSION ITEMS**

### **Commissioner Dozier:**

- Indicated that the City is cancelling their youth summer camps and requested an update at the next Board meeting on May 12<sup>th</sup>, on the childcare options available to parents who are returning to work.
- *Commissioner Dozier moved, duly seconded by Commissioner Lindley, to direct staff to prepare for the May 12<sup>th</sup> Board meeting a status update on a summer childcare options. The motion carried 7-0.*
- Expressed support to delay the joint public hearing on the large-scale comprehensive plan amendments to date when the Commissions can meet in person.
- *Commissioner Dozier moved, second by Commissioner Minor, to direct staff to prepare for the May 12<sup>th</sup> Board meeting, an agenda item exploring options for real time feedback form citizens during virtual meetings. The motion carried 6-0.(Commissioner Lindley out of chambers).*

### **Commissioner Proctor:**

- Requested information about the Florida Association of Counties (FAC) Annual Conference on June 9-12, 2020.
  - Commissioner Maddox, FAC President, stated that the FAC Annual Conference in June had been canceled. He shared that the FAC and NACO are proposing to cancel meetings and do business virtually. He also informed the Board that the FAC is working on a proposal to the State that would provide funding for COVID-

19 related expenses, for cities and counties with populations under 500,000 that were ineligible to receive direct funding under the CARES Act.

- Requested a proclamation for recent NFL and WNBA drafts of former FAMU Developmental Research School students. Jazmine Jones was drafted by the WNBA in the 2020 Draft and Chris Jackson was drafted by the NFL in the 2020 Draft.
- *Commissioner Proctor moved, seconded by Commissioner Maddox, requesting a proclamation for Jazmine Jones recognizing her accomplishment of being drafted by the WNBA and for Chris Jackson recognizing his accomplishment of being drafted by the NFL. The motion carried 7-0.*

**Commissioner Lindley:**

- Thanked the County Administrator and staff for their efforts during the pandemic.

**Commissioner Maddox:**

- Thanked the County Administrator, Chairman Desloge and staff for their leadership during these trying times.
- Encouraged the community to continue social distancing and adherence to safety guidelines.

**Commissioner Jackson:**

- Thanked Public Works, Office of Resource Stewardship and Leon County Schools for their help in coordinating mobile hotspots for the community.
- Shared that the community may access free wi-fi in the parking lots of all County libraries.
- Acknowledged Emergency Management for coordinating PPEs and other needed medical supplies and devices for the Tallahassee Developmental Center.

**Vice-Chairman Minor:**

- Reflected on the November election and indicated the Supervisor of Elections is encouraging citizens to request mail-in ballots online on their website: [leonvotes.org](http://leonvotes.org). He requested that the County's Community Media Relations division push out the info via the County's media channels.

**Chairman Desloge:**

- Acknowledged the County Attorney for efforts to include citizen comments in the Board's meetings and indicated that participation during the virtual meetings would be very difficult.
- Announced that Meridian Road, between John Hancock Dr. and Timberlane Road, would be closed starting May 11<sup>th</sup> for 10 weeks due to the Drainage Improvements Project.
- Thanked the community and Public Works and additional staff for stepping up in the Northeast Kerry Forest area that got hit by a tornado.

**RECEIPT AND FILE:**

- None.

**ADJOURN:**

There being no further business to come before the Board, the meeting was adjourned at 6:17 p.m.

ATTEST:

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

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

**BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY, FLORIDA  
ATTORNEY-CLIENT MEETING  
April 28, 2020**

Chairman Desloge opened the public session of the Attorney-Client meeting at 12:30 p.m. In addition to Chairman Bryan Desloge, Vice-Chairman Rick Minor, Commissioner Nick Maddox, Commissioner Kristin Dozier, Commissioner Mary Ann Lindley, Commissioner Jimbo Jackson, and Commissioner Bill Proctor were in attendance. Also, in attendance were County Attorney Chasity O'Steen; County Administrator Vincent Long, and Beryl H. Wood, Board Secretary.

*Due to the COVID-19 Pandemic this meeting was held virtually with electronic technology via Zoom adhering to social distancing guidelines for the safety of all involved pursuant to the Governor's Executive Order 20-69, Emergency Management - COVID-19 – Local Government Public Meetings.*

County Attorney O'Steen reported that there are very limited exceptions to the provisions set forth in the Sunshine Law; however, Section 286.011(8) Florida Statutes does allow a limited exemption for purposes of pending litigation matters whenever litigation strategies or settlement discussions are necessary between the County Attorney and the County Commission. The cases to be discussed are: Leon County Florida v. J-II Investments, Inc & Johnny Petrandis, II et al, Second Judicial Circuit Court Case No. 2003-CA-1518 in and for Leon County, Florida. The meeting was properly noticed, a copy of which is attached. She shared each Commissioner has received an access link to the closed portion of the meeting.

She announced that the time was 12:35 p.m. and attending the closed-door session would be County Attorney Chasity O'Steen, County Administrator Vincent Long; Chairman Bryan Desloge, Vice-Chairman Rick Minor, Commissioner Nick Maddox, Commissioner Kristen Dozier and Commissioner Jimbo Jackson, Commissioner Mary Ann Lindley, and Commissioner Bill Proctor; Special Outside Counsel Dave Healy, and Court Reporter Tracy Brown.

Attorney O'Steen stated that she anticipated the closed-door meeting would last approximately 45 minutes to an hour. Additionally, she advised against any Commissioner departing the closed-door session once it begins, as the meeting would have to be terminated and discussions ceased.

Chairman Desloge adjourned the initial public session of the Attorney-Client Meeting and at 12:40p.m. meeting participants exited the live video conferencing to reconvene in closed video conferencing session at 12:45 p.m.

Chairman Bryan Desloge reported at 2:55 p.m. that the closed-door session was now concluded. He restated that those attending the session and returning into the Chambers were Court Reporter Tracy Brown, himself, County Administrator Long, Vice-Chairman Minor, Commissioner Dozier, Commissioner Lindley, Commissioner Maddox, Commissioner Jackson, which represented a quorum. Attorney O'Steen advised that that no further action was required by the Board and she recommended closure of the Attorney-Client Meeting.

Chairman Desloge sought a motion for adjournment.



**ADJOURNMENT:**

*Commissioner Minor moved, duly seconded by Commissioner Maddox, to approve adjournment of the Attorney-Client Meeting. The motion carried 6-0. (Commissioner Proctor not present).*

Chairman Desloge adjourned the meeting at 2:58 p.m.

ATTEST:

BY: \_\_\_\_\_  
Bryan Desloge, 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

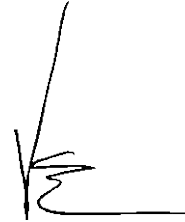
## Agenda Item #2

September 15, 2020

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

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

**Title:** Payment of Bills and Vouchers



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

### **Statement of Issue:**

This item requests Board approval of the payment of bills and vouchers submitted September 15, 2020 and pre-approval of payment of bills and vouchers for the period of September 16, 2020 through September 28, 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 September 15, 2020 and pre-approve the payment of bills and vouchers for the period of September 16, 2020 through September 28, 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 September 15<sup>th</sup> meeting, the morning of Monday, September 14, 2020. 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 September 29, 2020, it is advisable for the Board to pre-approve payment of the County's bills for September 16, 2020 through September 28, 2020 so that vendors and service providers will not experience hardship because of delays in payment. In the event the Board meeting is cancelled, the payment of bill/vouchers will be approved until the next scheduled meeting. 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 September 15, 2020 and pre-approve the payment of bills and vouchers for the period of September 16, 2020 through September 28, 2020.
2. Do not approve the payment of bills and vouchers submitted for September 15, 2020, and do not pre-approve the payment of bills and vouchers for the period of September 16, 2020 through September 28, 2020.
3. Board direction.

### **Recommendation:**

Option #1

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

# Leon County Board of County Commissioners

## Agenda Item #3

September 15, 2020

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

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

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

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

### **Statement of Issue:**

This agenda item seeks the Board's ratification of the appointment of citizens to the Tallahassee-Leon County Commission on the Status of Women and Girls (CSWG) made by individual Commissioners and by the CSWG.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Ratify the individual Commissioners' appointments of three (3) citizens to the Tallahassee-Leon County Commission on the Status of Women and Girls for two-year teams ending September 30, 2022 as follows:

- a. Commissioner Dozier reappoints Katie Britt Williams.
- b. Commissioner Proctor reappoints Gwendolyn Singleton.
- c. Commissioner Minor reappoints Lashawn Gordon.

*Should the Board choose to appoint Ms. Gordon it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A (Attachment #4) by a two-thirds affirmative vote.*

Option #2: Ratify the Commission on the Status of Women & Girls' appointment of four (4) citizens to the Tallahassee-Leon County Commission on the Status of Women and Girls for two-year terms ending September 30, 2022 as follows: reappoint Jeanne O'Kon, Bernice McMillan and Gina Giacomo and appoint new member Courtney Atkins.

*Should the Board choose to appoint Ms. Atkins it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A (Attachment #9) by a two-thirds affirmative vote.*

## **Report and Discussion**

### **Background:**

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

### **Analysis:**

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

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

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

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

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

#### **Diversity of Current Membership:**

Total Seats	Vacant Seats	Gender	Race
21	0	Male - 0 Female - 21	White - 8 Black - 12 Not Available - 1

Vacancies: The terms of 11 CSWG members expire on September 30, 2020. Three (3) of the vacancies are for members appointed by individual County Commissioners, four (4) are for members appointed by CSWG and four (4) are for members appointed by the City Commission. Board appointed members Katie Britt Williams, Gwendolyn Singleton and Lashawn Gordon are seeking reappointment. CSWG appointed members Jeanne O'Kon, Bernice McMillan and Gina Giacomo are seeking reappointment. CSWG appointed member Elizabeth Jakubowski has served three terms and is not eligible for reappointment. Staff reports good attendance for the members seeking reappointment and the attendance records are included as Attachment #1.

The individual County Commissioners have selected the applicants to fill the Board appointed seats and their appointees are listed in Table #1.

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

<b>Vacancies:</b>	<b>Term Expires:</b>	<b>Appointee (Application attachment #)</b>	<b>Gender- Race</b>	<b>Recommended Action</b>
Katie Britt Williams <i>Seeking reappointment</i>	9/30/2020	2. Katie Britt Williams	Female - White	Ratify Commissioner Dozier's reappointment for a two-year term expiring on 9/30/2021
Gwendolyn Singleton <i>Seeking reappointment</i>	9/30/2020	3. Gwendolyn Singleton	Female - Black	Ratify Chairman Proctor's reappointment for a two-year term expiring on 9/30/2021
Lashawn Gordon <i>Seeking reappointment</i>	9/30/2020	4. Lashawn Gordon <sup>8</sup>	Female - Black	Ratify Commissioner Minor's reappointment for a two-year term expiring on 9/30/2021

\* Applicant requests a waiver of the conflicting employment relationship as disclosed in Form 4A (Attachment #4). Should the Board choose to reappoint Ms. Gordon it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A by a two-thirds affirmative vote.

*In addition, appointed advisory board members must abstain from voting on a measure which would inure to his or her special private gain or loss and must file Form 8B, Memorandum of Voting Conflict, with the person responsible for recording the minutes of the meeting.*

The remaining four vacancies are for members appointed by CSWG and require ratification by both County and City Commissions. The CSWG Full Commission met on August 21, 2020 to review the CSWG nominees, and the CSWG voted to appoint the four applicants listed in Table #2 (Attachment #5). This item seeks the Board's ratification of the CSWG appointments. It is anticipated that the City Commission will also ratify the CSWG appointments at its September 23<sup>rd</sup> meeting in addition to appointing four (4) City members.



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

September 15, 2020

Page 4

Table #2. Commission on the Status of Women & Girls – CSWG appointments

<b>Vacancies:</b>	<b>Term Expires:</b>	<b>Applicant Appointed (Application attachment #)</b>	<b>Gender - Race</b>	<b>Recommended Action</b>
Jeanne O’Kon <i>Seeking reappointment</i>	9/30/2020	6. Jeanne O’Kon	Female - White	Ratify the CSGW reappointment for a two- year term expiring on 9/30/2022
Bernice McMillan <i>Seeking reappointment</i>	9/30/2020	7. Bernice McMillan	Female - Black	Ratify the CSGW reappointment for a two- year term expiring on 9/30/2022.
Gina Giacomo <i>Seeking reappointment</i>	9/30/2020	8. Gina Giacomo	Female - White	Ratify the CSGW reappointment for a two- year term expiring on 9/30/2022.
Elizabeth Jakubowski <i>not eligible for reappointment due to term limits</i>	9/30/2020	9. Courtney Atkins*	Female - White	Ratify the CSGW appointment for a two-year term expiring on 9/30/2022.

\* Should the Board choose to appoint Ms. Atkins it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A (Attachment #9) by a two-thirds affirmative vote.

**Options:**

1. Ratify the individual Commissioners' appointments of three (3) citizens to the Tallahassee-Leon County Commission on the Status of Women and Girls for two-year teams ending September 30, 2022 as follows:
  - a) Commissioner Dozier reappoints Katie Britt Williams.
  - b) Commissioner Proctor reappoints Gwendolyn Singleton.
  - c) Commissioner Minor reappoints Lashawn Gordon.  
*Should the Board choose to appoint Ms. Gordon it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A (Attachment #4) by a two-thirds affirmative vote.*
2. Ratify the Commission on the Status of Women & Girls' appointment of four (4) citizens to the Tallahassee-Leon County Commission on the Status of Women and Girls for two-year terms ending September 30, 2022 as follows: reappoint Jeanne O’Kon, Bernice McMillan and Gina Giacomo and appoint new member Courtney Atkins.  
*Should the Board choose to appoint Ms. Atkins it would be necessary for the Board to waive the conflicting employment relationship disclosed on Form 4A (Attachment #9) by a two-thirds affirmative vote.*
3. Board direction.

**Recommendation:**

Options #1 a.-c. and #2

Attachments:

1. CSWG member attendance records
2. Britt Williams application & resume
3. Singleton application and resume
4. Gordon application, resume and Disclosure Form 4A
5. CSWG appointment email
6. O'Kon application and resume
7. McMillian application and resume
8. Giacomo application and resume
9. Atkins application, resume and Disclosure Form 4A

Attendance for the 2020 CSWG Members Seeking Reappointment

Name	Meetings/ Absences	2018-2019 Meetings	2018-2019 Absences	2019-2020 Meetings	2019-2020 Absences	Comments
Jeanne O'kon	19/1	12 Commission	1	7 Commission	0	
	25/2	11 Committee	0	14 Committee	2	
Bernice McMillan	7/2	N/A	N/A	7 Commission	2	Joined Oct 2019
	7/2	N/A	N/A	7 Committee	2	
Gina Giacomo	19/0	12 Commission	0	7 Commission	0	
	18/2	11 Committee	1	7 Committee	1	
Katie Britt Williams	7/1	N/A	N/A	7 Commission	1	Joined Dec 2019
	5/0	N/A	N/A	5 Committee	0	
Gwendolyn Singleton	19/2	12 Commission	1	7 Commission	1	
	19/0	13 Committee	0	6 Committee	0	
Lashawn Gordon	7/0	N/A	N/A	7 Commission	0	Joined Nov 2019
	6/1	N/A	N/A	6 Committee	1	



**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@leoncountyfl.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



**From:** [Katie Britt Williams](#)  
**To:** [Mary Smach](#)  
**Cc:** [Sharlene Jones](#)  
**Subject:** Re: CSWG reappointment  
**Date:** Thursday, July 16, 2020 2:36:53 PM  
**Attachments:** [image001.png](#)  
[image377856.png](#)

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Hi! Yes please I am! I only recently joined in late 2019 and am just getting the swing of it all! I would be honored to stay on the CSWG team!

Katie

On Thu, Jul 16, 2020 at 2:32 PM Mary Smach <[SmachM@leoncountyfl.gov](mailto:SmachM@leoncountyfl.gov)> wrote:

Good Afternoon Katie,

As you may know, your term on the [Tallahassee-Leon County Commission on the Status of Women and Girls](#) is expiring on September 30, 2020. I am writing to inquire if you are seeking reappointment to your seat on the CSWG. Please let me know as soon as possible so that I can arrange for your reappointment on the Board of County Commissioners meeting agenda.

Regards,



Mary Smach

Agenda Coordinator  
County Administration  
[301 S. Monroe St. | Tallahassee, FL 32301](#)  
(850) 606-5311 /work | (850) 606-5301 /fax  
[Smachm@leoncountyfl.gov](mailto:Smachm@leoncountyfl.gov)

*People Focused. Performance Driven.*

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



COVID-19 Community Update

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**Katie Britt Williams**

Environmental Scientist, Hydro Solutions Consulting LLC  
President- Elect, Junior League of Tallahassee  
863-307-1329



**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@leoncountyfl.gov.  
Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Dr. Gwendolyn Singleton		<b>Date:</b> 7/14/2020 3:30:44 PM	
<b>Home Address:</b>	2740 Everett Lane Tallahassee, FL 32308	<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) 599-3014	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	gwendolyn.singleton@yahoo.com	<b>How many years have you lived in Leon County?</b>	17

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Florida A&M University	<b>Work</b>	Department of Psychology
<b>Occupation:</b>	Professor	<b>Address:</b>	Tallahassee , FL 32308
<b>Work/Other Phone:</b>	(850) 412-7827		

**(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>	Black or African American	<b>Gender:</b>	F	<b>Age:</b>	49
<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>	Angela Henderson	<b>Name:</b>	
<b>Address:</b>	7132 Atascadero Lane, Tallahassee, FL 32317	<b>Address:</b>	
<b>Phone:</b>	(850) 656-1192	<b>Phone:</b>	

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

Have you served on any previous Leon County committees?\* **Yes**

If Yes, on what Committee(s) have you served? **Tallahassee-Leon County Commission on the Status of Women and Girls**

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: *Dr. Gwendolyn Singleton*

The application was electronically sent: 7/14/2020 3:30:44 PM

## **GWENDOLYN SINGLETON, PH.D.**

2740 Everett Lane, Tallahassee, FL 32308 | 850-524-4890 | Gwendolyn.singleton@famu.edu

### **EDUCATION**

Howard University, Washington, DC

#### **Ph.D. in Neuropsychology**

**2003**

Dissertation: "The Effects of Cerebral Vasospasms following Rupture and Repair of Subarachnoid Cerebral Aneurysms on Working Memory and Overall Neuropsychological Functions"

Division of Neurosurgery, Howard University, Washington, DC

#### **Clinical Neuropsychology Externship**

**1998**

Neuropsychological Assessment

Florida Agricultural and Mechanical University, Tallahassee, FL

#### **M.S. in Community Psychology**

**1996**

Thesis: "Cognitive, Affective and Physiological Responses to Racially Valant Stimuli in African Americans"

The Aakhet Center for Human Development, Tallahassee, FL

#### **Master's Externship**

**1994**

Counseling and Clinical Assessment

Florida Agricultural and Mechanical University, Tallahassee, FL

#### **B.S. in Psychology**

**1993**

Honors Thesis: "The Impact of Skin Tone Bias in the Perceptions and Social Interactions among African American College Students"

### **TEACHING EXPERIENCE**

Florida A & M University, Tallahassee, FL

#### **Chairperson**

**2011 – present**

Department of Psychology

Florida A & M University, Tallahassee, FL

#### **Associate Professor**

**2009 – present**

Department of Psychology

Florida A & M University, Tallahassee, FL

#### **Assistant Professor**

**2003 – 2009**

Department of Psychology

Bowie State University, Bowie, MD

#### **Visiting Professor**

**2002 – 2003**

Department of Psychology

## RELATED EXPERIENCE

Florida A&M University, Department of Psychology <b>Director</b> Center for Ethnic Psychological Research and Application	<b>2019 – Present</b>
American Psychological Association, Washington, DC <b>Scholarly Publishing Fellow</b> The American Psychologist; Journal publication office	<b>1998 – 2001</b>
District of Columbia Psychological Association, Washington, DC <b>Associate Director</b> Administrative and Membership services	<b>2000 – 2001</b>
ADSP, Inc./Hillcrest Children's Center, Washington, DC <b>Assessment Consultant</b> Psychological and Psycho-Educational Assessment and Reporting	<b>2000 – 2001</b>
Howard University, Washington, DC <b>Site Coordinator</b> Center of Research on the Education for Students Placed at Risk	<b>1999 – 2000</b>

## CLINICAL EXPERIENCE

<u><i>Neuropsychological Assessment and Rehabilitation</i></u> Administration of a battery of neuropsychological tests, along with depression and substance abuse measures to cognitively delayed participants. Administration of workbook- and computer-based neuropsychological/cognitive rehabilitation program to participants. Florida A&M University, Tallahassee, FL.	<b>2006 – present</b>
<u><i>Psychological and Academic Assessment</i></u> Assessment of psychological and cognitive status of children, adolescents, and adults in accordance with court orders. Independent contract ADSP, Inc./Hillcrest Children's Center, Washington, DC.	<b>2000 – 2001</b>
<u><i>Neuropsychological Assessment</i></u> Administration of a battery of neuropsychological tests, along with depression and substance abuse measures to aneurysmal subarachnoid hemorrhage out-patients at Howard University Hospital. Division of Neurosurgery, Howard University Hospital, Washington, DC.	<b>2000 – 2000</b>
<u><i>Neuropsychological Assessment</i></u>	

Administration of a battery of neuropsychological tests, along with depression and anxiety measures to aneurysm, arteriovenous malformation, and closed-head injury out-patients at Howard University Hospital. Division of Neurosurgery, Howard University Hospital, Washington, DC. 1998 – 1998

*Psychological and Academic Assessment*

Administration of tests assessing cognitive and reading skills to kindergarten and first grade students enrolled in the District of Columbia Public Schools. National Institute of Child and Human Development, Early Interventions Project, Washington, DC. 1997 – 1998

*Neuropsychological Assessment*

Administration of a battery of neuropsychological tests, along with depression and anxiety measures to stroke patients at Howard University Hospital. Department of Psychology, Howard University, Washington, DC. 1997 – 1997

*Psychological and Academic Assessment*

Counseling sessions, psychological and academic assessment of adolescent recipients of Human Resources Services. The Aakhet Center for Human Development, Tallahassee, FL. 1994 – 1995

PUBLICATIONS AND PAPERS

- Anderson, J., **Singleton, G.** (2006). Body Mass Index, health habits and blood pressure in people of African ancestry. *McNair Journal*, 17, 3-7.
- Austin, C., **Singleton, G.** (2005). Effects of perceived racism on blood pressure in African Americans. *McNair Journal*, 16, 3-7.
- Edochie, V., **Singleton, G.** (2005). The relationship between coping styles and blood pressure in African Americans. *McNair Journal*, 16, 29-32.
- Gibson, D., **Singleton, G.** (unpublished). The relationship between racial identity, coping, and blood pressure in college students. *McNair Journal*.
- Joseph, C., **Singleton, G.** (2006). Neuropsychological rehabilitation for cognitive deficits after brain injuries. *McNair Journal*, 17, 68-73.
- Love, M., **Singleton, G.** (2004). Effects of media violence on levels of aggression in adolescents. *McNair Journal*, 15, 32-35.
- Singleton, G.** (2019). Spend your life living. *Tallahassee Woman Magazine*, February/March. [https://issuu.com/tallahasseeewoman/docs/febmar2019\\_web/1?ff](https://issuu.com/tallahasseeewoman/docs/febmar2019_web/1?ff)
- Singleton, G.** (2020). Mental health matters: Everything that you do matters. *Tallahassee Woman Magazine*, April/May. <https://issuu.com/tallahasseeewoman/docs/twmaprilmay2020/1?ff>
- Thompson, T., **Singleton, G.** (unpublished). The relationship between stress, coping styles, and blood pressure in college students. *McNair Journal*.

*Peer-Reviewed:*

- Campbell, A., **Singleton, G.**, Semma, B., Sallese, M., Dulas, H., Burke, M., Bowman-Perrott, L. (Under Review). Academic Self-Efficacy, Parental Involvement, Social Support, Self-Esteem, and Depressive Symptoms Among African American College Male Students. *Journal of Black Psychology*.
- Lewis, C., Li, H., **Singleton, G.**, Zollicoffer, A. (Under review). The Influence of Psychosocial Experiences on Risk for Psychosis in African American Young Adults: Implications for Early Intervention. *Early Intervention in Psychiatry*.
- Li, H., Lewis, C., Chi, H., **Singleton, G.**, Williams, N. (2020). Mobile Health Applications for Mental Illnesses: An Asian Context. *Asian J Psychiatry*, 54, 1-6.  
<https://doi.org/10.1016/j.ajp.2020.102209>
- Li, H., **Singleton, G.**, Seidman, L., & Min, G. (2013). Early psychosis: Manifestation in different cultural groups. *Schizophrenia Bulletin*, 39(1), S296.
- Kambon, K., **Singleton, G.**, Robertson, J. (2008). A conceptual framework for understanding the cultural crisis among contemporary African American males with implications for African-centered intervention and prevention. *Journal of Minority Issues and Economic Development* (Special issue: "Males' strengths, challenges, and complexities).
- Owens, B. & **Singleton, G.** (2018). Ethnic-racial socialization, cultural identity, and perceived stress are related to mental and physical health in African Americans *Psychotherapy Bulletin*, 53(1), 27-35.
- Robertson, J., **Singleton, G.**, Collins-Robinson, J., Lott, S., Crump, S., Gray, E., Jennifer, E. (Under review). Mental Health Care Among African Americans: Exploring the Impact of Racial Identity and Collective Self-Esteem on African American Young Adults' Attitudes and Perceptions about Mental Health Services. *Cultural Diversity and Ethnic Minority Psychology*.
- Robinson, J., Hobbs, T., Joseph, N., **Singleton, G.**, & Robertson, J. (2008). The relationship between college students' African self-consciousness and reactions to Jim Crow-Era reading material. *International Journal of Africana Studies*, 15.
- Robinson, J., Hobbs, T., Joseph, N., **Singleton, G.**, & Robertson, J. (2008). Preliminary Findings on African American Teachers' African Self-Consciousness and Student Perceptions. *Journal of Multiculturalism in Education*,  
[www.multiculturaljournal.com/issues/2008](http://www.multiculturaljournal.com/issues/2008).
- Rowe, M., Robinson, J., **Singleton, G.**, & Li, H. (2018). Risk factors of attenuated psychosis syndrome in African American young adults: Ethnic identity and adverse childhood experiences. *International Journal of Psychology and Psychoanalysis*, 4(1j).  
doi:10.23937/2572-4037.1510022
- Singleton, G.**, Robertson, J., Collins Robinson, J. (Under review). Experience-Based Instruction Improves College Students' Academic Performance. *Teaching of Psychology*.
- Singleton, G.**, Robertson, J., Collins Robinson, J., Austin, C., Edochie, V. (2008).



Perceived Racism and Coping: Joint Predictors of Blood Pressure in African/Black Americans. *The Negro Educational Review*, 59(1-2), 93-113.

*Text:*

**Singleton, G.**, Robertson, J., & Robinson, J. (2018). *Core concepts in general psychology: Culture, society, life* (3rd ed.). Dubuque, IA: Great River Technologies.

*Book Chapters:*

Collins Robinson, J., **Singleton, G.** (2008). Home-based treatment: Building family resilience in families of children with ADHD. In T. Manson (Editor), *Ways teachers cope with the physical, psychological, and social disabilities of their students: Diabetes, autism, ADHD, hunger, anger, and other influences*. Lewiston, NY: Edwin Mellen Press, pp. 75-90.

**Singleton, G.**, Collins Robinson, J., Robertson, J. (2008). Understanding Stress and Coping. In T. Manson (Editor), *Ways teachers cope with the physical, psychological, and social disabilities of their students: Diabetes, autism, ADHD hunger, anger, and other influences*. Lewiston, NY: Edwin Mellen Press, pp. 207-215.

## PRESENTATIONS

**Singleton, G.**, Gardner, N., Whyte, B., Stanford, N. *Transgenerational Epigenetic Inheritance and Health Disparities in African Americans*, Association of Black Psychologist Annual Convention, Orlando, FL, 7/27/19.

**Singleton, G.** *Introduction to Mentoring: A Guide for Mentors and Mentees*. Office of Graduate Studies, Florida A&M University, Tallahassee, Florida, 11/18/19.

**Singleton, G.** *Overview of Shadowing & Mentoring Programs*. ACE Network of Florida State Conference, DeLand, FL, 4/11/19.

Peters, K., **Singleton, G.** *Epigenetics as a Mechanism for the Transmission of Ancestral Trauma Associated with the Outdoor Environment Among People of African Descent*. Association of Black Psychologist National Convention, Oakland, CA, 6/30/18.

Melvin, T., Blake, M., Edwards, S., **Singleton, G.** *The Effects of a Brief Media-Based African-Centered Cultural Reconnection Intervention on African Self-Consciousness, Ethnic Identity and Well-Being among Young Adults of African Descent*. National Civil Rights Conference, Meridian, MS, 6/19/17.

Slay, A., **Singleton, G.** *School-to-Prison Pipeline: The Criminalization of African American Youth in the Education System*. National Civil Rights Conference, Meridian, MS, 6/19/17.

Tani, N.E., & **Singleton, G.** *"American" Ideologies leading to Black Oppression within the Criminal Justice System – taking a psychological perspective*. 82<sup>nd</sup> Annual Conference of the Association of Social and Behavioral Scientists. Shreveport, LA, March 11, 2017.

**Singleton, G.** Presenting Research, Department of Psychology Student Workshop, Florida A&M University, Tallahassee, Florida, 3/14/2016.

**Singleton, G.** Research Bootcamp – From Proposal to Completion, Department of Psychology Student Workshop, Florida A&M University, Tallahassee, Florida, 3/4/2016.

**Singleton, G.** Informed Consent and Research Ethics, Department of Psychology Student Workshop, Florida A&M University, Tallahassee, Florida, 2/26/2016.

**Singleton, G.** Research Data Collection and Research Tools, Department of Psychology Student Workshop, Florida A&M University, Tallahassee, Florida, 2/22/2016.

**Singleton, G.** Research Design and Methodology, Department of Psychology Student Workshop, Florida A&M University, Tallahassee, Florida, 2/19/2016.

**Singleton, G.** The Three-Minute Literature Review, Department of Psychology Student Workshop, Florida A&M University, Tallahassee, Florida, 2/5/2016.

**Singleton, G.** Applying Neuropsychological Principles to School Psychology, Southwest Florida Association of School Psychologists, Professional Development Seminar, Fort Myers, Florida, 1/21/2016.

**Singleton, G.** Defending your Research Topic Plan, Department of Psychology Student Workshop, Florida A&M University, Tallahassee, Florida, 1/15/2016.

**Singleton, G.** Selecting Testable Research Topics, Department of Psychology Student Workshop, Florida A&M University, Tallahassee, Florida, 1/8/2016.

**Singleton, G.** Faculty Evaluation and Performance Counseling, Institute for Academic Leadership, Howey-in-the-Hills, Florida, 10/5/2015.

Burney, D., **Singleton, G.** Results Based Accountability Workshop, Annie E. Casey Foundation, Tallahassee, Florida, 8/25-26, 2015.

**Singleton, G.** Psychology and Health Equity: An Important Determinant to Consider, 37<sup>th</sup> Annual Clinical Pharmacy Symposium-Center for Health Equity, Tallahassee, Florida, 2/22/2014.

**Singleton, G.** Black Women's Health: A Neuropsychological Examination of Personal, Cognitive and Social Experiences, League of Black Women Global Leadership Conference, 10<sup>th</sup> Annual Global Leadership Conference, Destin, Florida, 5/23/2013.

**Singleton, G.** Biomedical-Psychological Research and Health in African Americans, The Association of Black Psychologists, Annual Convention, 7/25/2013.

Li, H., **Singleton, G.**, Seidman, L., & Min, G. Early psychosis: Manifestation in different cultural groups, Proposal for 14<sup>th</sup> International Congress on Schizophrenia Research, Orlando Florida, 4/2013.

**Singleton, G.**, Brown, C. The influence of copying styles on blood pressure reactivity in African Americans, Southeastern Psychological Association 54<sup>th</sup> Annual Meeting, 3/8/2008.

**Singleton, G.** Coping with perceived racism predicts blood pressure in African Americans, Southeastern Psychological Association 54<sup>th</sup> Annual Meeting, 3/8/2008

**Singleton, G.** African American's experiences and responses to racism: Blood pressure correlates, The Association of Black Psychologists 39<sup>th</sup> Annual Convention, 8/2/2007.

**Singleton, G.** Exposure to racism: African American's coping & blood pressure responses, Black Psychology Theme Week, Research Forum, 3/27/2007.

**Singleton, G.** Effects of chronic perceived stress on blood pressure & salivary cortisol in African Americans, FAMU CHOICE/Harvard SPH Biannual Meeting, 6/6/2006.

**Singleton, G.** Perceived stress and blood pressure in African Americans, CHOICE/Gadsden County Health Care Revival, 3/25/2006.

**Singleton, G.** The effects of stress & racism on cortisol & blood pressure in African Americans, CHOICE/Gadsden County Health Care Revival, 11/12/2005.

**Singleton, G.** Stress management and mental wellness, Mind, Body, & Soul Health Fair, Family Worship and Praise Center, 9/24/2005.

**Singleton, G.** Stress, racism and blood pressure in African Americans, CHOICE/Gadsden County Health Care Revival, 9/10/2005.

**Singleton, G.** ADHD: Treating the brain and behavior, Association of Black Psychologists, North Florida ADHD Forum, 11/30/2004.

#### RECENT STUDENT PRESENTATIONS

Gardner, N., Stanford, N., Whyte, B. & **Singleton, G.** The Relationship between Epigenetics and Health Disparities in African Americans, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 3/29/2019.

Coles, S. & **Singleton, G.** What Role does Past Trauma Play in the Use of Recreational Marijuana for Emotional Regulation in Minority Populations? Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 3/30/2019.

Ford, S. & **Singleton, G.** How do Mental Health, Environmental Factors, and Attitudes about Marijuana Influence use Amongst Youth? Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 3/30/2019.

Hepburn, S. & **Singleton, G.** The Effects of Long-term Marijuana Use on Brain Functions in Adolescents and Young Adults, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 3/30/2019.

Hill, B. & **Singleton, G.** Using Marijuana to Cope: Factors Associated with Increased Use Among Young Adults, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 3/30/2019.

Rhodes, A. & **Singleton, G.** Marijuana Use: The Legalization Issues of Marijuana and Benefits of Medical Marijuana, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 3/30/2019.

Whitehead, J. & **Singleton, G.** The Relationship Between Mental Health Disorders and Marijuana Use among Adolescents and Young Adults, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 3/30/2019.

Williams, N. & **Singleton, G.** The Effects of Knowledge and Perception on the Development of Cannabis Use Disorders, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 3/30/2019.

Ashcroft, S. & **Singleton, G.** The Relationship between Young Adult's Perception on Quality of Parent's Marriage and Likelihood of their Choice to Marry, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/1/2016.

Ayodele, A. & **Singleton, G.** The Relationship between Cultural Mistrust and Academic Success of Black Students, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/1/2016.

Barber, J. & **Singleton, G.** The Relationship between Financial Responsibility and Budgeting in African American Students' College Success, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/1/2016.

Carter, P. & **Singleton, G.** Relationship between Stress and Eating Habits among College Students, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/1/2016.

Coles, S. & **Singleton, G.** Perceived Racism and Coping Styles Predict Blood Pressure Reactivity to Biofeedback Intervention. Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/1/2016.

Crews, S. & **Singleton, G.** The Effects of Biofeedback on Mental Health and Cognitive Functioning, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/1/2016.

Gainous, L. & **Singleton, G.** The Relationship between the Frequency of Social Media Use and Self-esteem among College Students, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/1/2016.

McCalman, D. & **Singleton, G.** The Relationship between Infidelity and Psychological Distress, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/1/2016.

McDonald, K. & **Singleton, G.** The Relationship between Exercise and Depression-Like Symptoms, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/1/2016.

Pickett, A. & **Singleton, G.** The Relationship between Music Preference and Delinquency, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/1/2016.

Sanders, T. & **Singleton, G.** The Relationship between Depression Symptoms and Encounters with Law Enforcement among African Americans, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/1/2016.

Shoemaker, A. & **Singleton, G.** The Relationship between Discrimination and Self Perception, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/1/2016.

Thompson, S. & **Singleton, G.** The Relationship between Social Economic Status, Materialism and Self-Esteem, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/1/2016.

Venant, V. & **Singleton, G.** Gender Difference and Expressions of Love among College Students, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/1/2016.

Rogers, R. & **Singleton, G.** Gender Differences in Sexual Behaviors and Infidelity, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/1/2016.

Pellot, E. & **Singleton, G.** The Relationship between Exercise and Mental Health, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/1/2016.

Dortch, L. & **Singleton, G.** The Relationship between Physical Appearance and Social Conformity, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/1/2016.

Brown, S. & **Singleton, G.** The Relationship between Distracted Driving and Car Accidents, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/2/2016.

Collins, S. & **Singleton, G.** Relationship between Alcohol Consumption and Aggression Behavior in College Students, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/2/2016.

Floyd, A. & **Singleton, G.** The Relationship between Stress in College Students and Alcohol Consumption, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/2/2016.

Golden, F. & **Singleton, G.** The Relationship between Undergraduate Experiences and the Willingness to Provide Financial Support from Alumni of Historically Black Colleges and Universities, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/2/2016.

James, R. & **Singleton, G.** The Relationship between Adverse Childhood Experiences and Risky Behaviors in Young Adults, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/2/2016.

Jones, C. & **Singleton, G.** Mental and Physical Health in Relations to the Consumption of a Meat-Based or Plant-Based Diet amongst HBCU Students, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/2/2016.

LaVant, E. & **Singleton, G.** The Relationship between Biofeedback Training and Mental Health in African Americans, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/2/2016.

Mitchell, S. & **Singleton, G.** The Relationship between College Women's Revealing Style of Dress and its Relation to Sexual Violence and Bystander Reaction, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/2/2016.

Mozell, A. & **Singleton, G.** The Relationship between Music Genre Choice and Self-Esteem in African American Females, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/2/2016.

Murphy, C. & **Singleton, G.** The Relationship between Behavioral and Cognitive Outcomes, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/2/2016.

Strawder, S. & **Singleton, G.** Relationship between Exposure to Media and Self Perceptions, Imhotep Student Research Conference. Florida A & M University, Tallahassee, FL, 4/2/2016.

## PROFESSIONAL & COMMUNITY SERVICE ACTIVITIES

### *Professional Activities:*

*Regional Institutional Representative Coordinator:* ACE Women's Network of Florida, 2019-present

*Chairperson:* Education and Economic Security Committee, Tallahassee-Leon Commission on the Status of Women and Girls, 2019-present

*Commissioner:* Tallahassee-Leon Commission on the Status of Women and Girls, 2018-present

*Session Presenter:* Institute for Academic Leadership, 2015-present

*Group Facilitator:* Institute for Academic Leadership, 2015-present

*Participant:* Institute for Academic Leadership, 2014

*Member:* Association of Black Psychologists, 2003-present

*Chapter President:* Association of Black Psychologists, North Florida Chapter, 2007-2009

*Board Member:* Association of Black Psychologists, North Florida Chapter, 2003-2010

*Member:* Southeastern Psychological Association, 2007-present

*Founding Member:* FAMU Coalition on African American Men's Health, 2007-2009

*Mentor:* Florida A&M, Ronald E. McNair Post-baccalaureate Achievement Program 2003-2007

*Advisor:* Association of Black Psychologists – Student Circle, North Florida, 2003-2007

*University Service:*

*Institutional Representative:* ACE Women's Network of Florida at FAMU, Florida A&M University, 2017-present

*Member:* FAMU Leadership Academy, Florida A&M University, 2015-present

*Coordinator:* Department of Psychology Annual Retreat, Florida A&M University, 2011-present

*Internal Premedical Advisory Board Member:* Florida A&M University, 2016-present

*Executive Board Member:* Center for Health Equity, Florida A&M University, 2014-present

*Internal Advisory Board Member:* Florida Minority Cancer Research and Training Center, Florida A&M University, 2015-present

*Planning Committee Member:* College of Social Sciences, Arts and Humanities Annual Retreat, Florida A&M University, 2015

*Faculty Advisor:* Psychology Club, Florida A&M University, 2003-present

*Coordinator:* Academic Support and Enhancement Program, Department of Psychology, Florida A&M University, 2008-present

*Chair:* Institutional Review Board, Florida A&M University, 2007-2013

*Chair:* Dean of University Libraries Search Committee, Florida A&M University, 2012-2013

*Member:* FAMU SACS 5<sup>th</sup> year Review Committee, Florida A&M University, 2012-2013

*Member:* FAMU Dean of Journalism & Graphic Communication Search Committee, 2012-2013

*Member:* FAMU Office of Retention's Retention Council, 2011-2013

*Member:* FAMU Office of Counseling Services Advisory Board, 2011-2013

*Chairperson:* College of Arts and Sciences Curriculum Committee, Florida A&M University, 2007-2011

*Co-chair:* University Curriculum Committee, Florida A&M University, 2009-2011

*Coordinator:* United Way campaign, Florida A&M University, 2010-2011

*Vice President:* Faculty Senate, Florida A&M University, 2009-2011

*Senator:* Faculty Senate, Florida A&M University, 2006-2011

*Convenor:* Departmental School Psychology Program Committee, 2009-2011

*Member:* Departmental School Psychology Graduate Program Curriculum Committee, Florida A&M University, 2009-2011

*Member:* FAMU QEP Assessment and Evaluation Subcommittee, Florida A&M University, 2010-2011

*Member:* FAMU SACS Advisory Committee, Florida A&M University, 2010-2011

*Member and Trainer:* FAMU Assessment Training and Research Institute (ATaRI), Florida A&M University, 2010-2011

*Member:* FAMU College of Dental Medicine Internal Advisory Committee, Florida A&M University, 2010-2011

*Member:* FAMU Restructuring and Reinvesting Advisory Committee, Florida A&M University, 2010-2011

*Member:* FAMU Office of Counseling Services Advisory Board, Florida A&M University, 2010-2011

#### *Community Service:*

*Coordinator:* New Life United Methodist Church, Youth Conference, 2013-2015

*Coordinator:* New Life United Methodist Church, Vacation Bible School, 2010-2015

*Coordinator:* New Life United Methodist Church, Children & Youth's Ministry, 2010-2015

*Volunteer:* Astoria Park Elementary School, Student and Classroom Support, 2006-2012

#### AWARDS & RECOGNITION

2019: Florida A&M University Advance Faculty Fellows Program, Fellowship Recipient

2019: *To What Extent do Mental Health and Psychosocial Factors Predict Risk for Misuse and Neuropsychological Impairment in Medical Marijuana Users*, FAMU Marijuana Education and Research Initiative, Grant - \$7,000.00

2015: Substance Abuse and Mental Health Services Administration/Morehouse School of Medicine-HBCU-Center for Excellence in Behavioral Health, Subaward - \$7,500

2013: Florida A& M University, Faculty Travel Award - \$1,500

2010: Florida A& M University, Teacher of the Year Award

2008: Florida A& M University, Title III Grant - \$108,000

2007: "Teacher of the Year", Awarded by Graduate Students enrolled in Neuropsychology of behavior disorders course, 2007

2006: RCMI Neuroscience Research Award, - \$6846.44.

2006: National Institutes Health (NIH) Health Disparities Research Loan Repayment Award, - \$70,000.

2004: Florida A&M University/Harvard School of Public Health (FAMU/HSPH) Project CHOICE health disparities project, NIH project # 1P20MD00051-02 – \$12,500.

2004: The Federation of American Societies for Experimental Biology (FASEB) Minority Access to Research Careers (MARC) Travel Award Recipient.

2004: Faculty Pilot Research Program Research Funding, The Steering Committee of the Office of Research Development - \$4,000.

#### CERTIFICATIONS

Mental Health First Aid Instructor

Executive and Relationship Coach Certification



Nutritional Therapist Certification  
Biofeedback Certificate  
EEG/Neurofeedback Certificate  
Event Management Certification

#### REFERENCES

*Available Upon Request*



**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@leoncountyfl.gov](mailto:smachm@leoncountyfl.gov). Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mrs. Iashawn Marie Gordon		<b>Date:</b> 10/28/2019 9:01:51 AM	
<b>Home Address:</b>	2655 Fairmount Lane Tallahassee, FL 32308	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	No
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 321-6508	<b>Do you own property in the Tallahassee City Limits?</b>	No
<b>Email:</b>	shawndabw@yahoo.com	<b>How many years have you lived in Leon County?</b>	19

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	United Partner for Human Services	<b>Work Address:</b>	2477 Tim Gamble Place Tallahassee, FL 32308
<b>Occupation:</b>	Director of Memberships and Engagement		
<b>Work/Other Phone:</b>	(850) 296-8330		

**(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>	Black or African American	<b>Gender:</b>	F	<b>Age:</b>	39
<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>	Robin Hassler Thompson, JD, MA	<b>Name:</b>	Sharon James, Esq
<b>Address:</b>	P.O. Box 13898 Tallahassee, FL 32317	<b>Address:</b>	313 North Monroe Street Suite 301 Tallahassee, FL 32301
<b>Phone:</b>	(850) 597-2080	<b>Phone:</b>	(850) 264-9021

**Resume Uploaded?** No

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?\* **No**

Have you served on any previous Leon County committees?\* **No**

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?\* **YES**

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. Lashawn Marie Gordon*

The application was electronically sent: 10/28/2019 9:01:51 AM

# FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST

LAST NAME - FIRST NAME - MIDDLE INITIAL <u>Gordon Lashawn M</u>			OFFICE / POSITION HELD <u>Director of Memberships and Engagement</u>
MAILING ADDRESS <u>2655 Fairmount Lane USA</u>			AGENCY OR ADVISORY BOARD <u>United Partners of Human Services</u>
CITY <u>Tallahassee</u>	ZIP <u>32308</u>	COUNTY <u>Leon</u>	ADDRESS OF AGENCY <u>2477 Timbamble Place, Suite 200</u>

## HOW TO COMPLETE AND FILE THIS FORM:

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- Fill out Part A or Part B, as applicable.
- Sign and date the form on the reverse side.
- File Part A with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- File Part B with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

## PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER

### WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a particular instance provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; and (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) of (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, if and when applicable to an advisory board member.

### PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

- ☒ The reporting person;
- ☐ The spouse of the reporting person, whose name is \_\_\_\_\_; or
- ☐ A child of the reporting person, whose name is \_\_\_\_\_

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

- ☒ Supplying the following realty, goods, and/or services: City and county contract to provide training and technical assistance to human services agencies program.
- ☐ Regulation of the business entity by the governmental agency served by the advisory board member. CHCP funding

3. The following business entity is doing business with or regulated by the governmental agency:

UPHS - United Partners for Human Services

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:

- ☐ Officer; ☐ Partner; ☐ Associate; ☐ Sole proprietor; ☐ Stockholder; ☒ Director; ☐ Owner of in excess of 5% of the assets of capital stock in such business entity; ☐ Employee; ☒ Contractual relationship with the business entity;
- ☐ Other, please describe:



**PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY**

**WHO MUST COMPLETE THIS PART:**

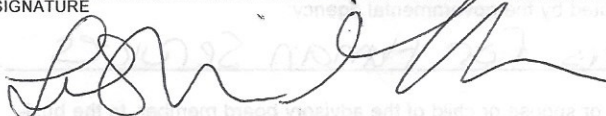
Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.

**PLEASE COMPLETE THE FOLLOWING:**

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:  
☐ The reporting person;  
☐ The spouse of the reporting person, whose name is \_\_\_\_\_; or  
☐ A child of the reporting person, whose name is \_\_\_\_\_.
2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:  
\_\_\_\_\_.
3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:  

(NAME OF ENTITY)	(ADDRESS OF ENTITY)
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4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:  
☐ Officer; ☐ Partner; ☐ Associate; ☐ Sole proprietor; ☐ Stockholder; ☐ Director; ☐ Owner of in excess of 5% of the assets or capital stock in such business entity; ☐ Employee; ☐ Contractual relationship with the business entity;  
☐ Other, please describe:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE**

SIGNATURE 	DATE SIGNED 10/28/19	DATE FILED 10/28/19
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NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

## LASHAWN GORDON

2655 Fairmount Lane  
Tallahassee, FL 32308  
Shawndabw@yahoo.com  
850-321-6508

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### Summary of Qualifications

More than 16 years of experience in the social work, counseling, non-profit management, and leadership development. A results-oriented Program Director who combines excellence and integrity with innovation and best practices to achieve program goals and desired outcomes. Motivated leader with a proven record for success in producing quality and efficient work while maintaining daily program functions, student services, and stakeholder and community partnerships.

### Areas of Expertise

- Team-Building and Leadership Development
- Grant Management
- Organization and Time Management
- Program and Project Management
- Community Partnerships
- Youth and Family Services
- Crisis Management and Intervention
- Reflective Practice Modeling
- Staff Development and Training
- Gender-Responsive Programming
- Advocacy for Women and Children

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### Education

Florida Agricultural & Mechanical University, Tallahassee, FL  
Bachelor of Science in Psychology  
Minor in Education

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### Professional Experience

#### Program Director

#### PACE Center for Girls, Inc.

#### December 2012-Present

- Oversees the daily operation for PACE Leon, an alternative education program that provides academic and cultural education for at-risk adolescent girls
- Manages the implementation of social services and academic programming
- Provides counseling and crisis intervention to PACE Leon students and families
- Reports disclosed cases of abuse and neglect are report pursuant to state and federal guidelines
- Develops program scheduling to align with Leon County Schools requirements
- Serves as a liaison to Leon County Schools and Florida Department of Juvenile Justice
- Trains and on-boards staff
- Conducts program evaluations and improvements to ensure PACE Leon meets the Florida Department of Juvenile Justice quality assurance standards
- Implements gender-responsive and strength-based programming and training
- Provides staff support, counseling and resources for success
- Plans and conducts educational workshops for students, families and communities
- Promotes PACE within the community, conferences and public speaking events.

#### Social Services Manager

**PACE Center for Girls, Inc.**

**July 2009- December 2012**

- Managed the social services programming for PACE Leon
- Assessed psycho-social needs of PACE Leon students and provided appropriate supports and resources
- Supervised 3 professional counselors
- Trained staff and interns to in case management and crisis intervention
- Assessed psycho-social needs of PACE Leon students and provided appropriate supports
- Counseled students and families in crisis or transition
- Communicated center and student needs with stakeholders and community partners
- Advocated for PACE Leon with city, county and state agencies for financial resources and supports for PACE Leon

**Counselor**

**PACE Center for Girls, Inc.**

**February 2004- July 2009**

- Provided individual, group and family counseling and therapeutic intervention services
- Conducted psychosocial needs assessments
- Developed individual transition and treatment plans
- Managed student cases including support service referrals and academic advisement
- Provided crisis intervention to students and families in crisis
- Reported cases of abuse and neglect pursuant to state and federal guidelines
- Conducted outreach and home visits for potential and current PACE Leon students
- Completed student admission and enrollment process
- Maintained client files with confidentiality

**Program Supervisor**

**Good News Foster Home**

**September 2002- February 2004**

- Managed the daily function of Good News Foster Home
- Provided foster youth with a safe and enriching enriched environment
- Hired and trained Good News staff
- Coordinated and managed work schedules for 8 professional staff members to ensure the foster home had staff coverage
- Complete referrals for counseling, medical and educational services for foster youth
- Developed and monitored behavior management plans
- Advocated for foster youth with service providers

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**Professional and Community Involvement**

- Alzheimer's Project, Board Member, 2017-present
  - Junior League of Tallahassee, Diversity and Inclusion Member, 2017-present
  - Leadership Tallahassee, Class of 34, 2016
  - Leon County Alliance for Girls, Chair, 2014-2015
  - Zonta International, Board Member, 2014-2017
  - Palmer Monroe Teen Center, Advisory Council, 2013-present
  - Department of Juvenile Justice Re-entry Team, 2013-present
  - Serious or Habitual Offender Comprehensive Action Program, 2012-present
-

**Certifications**

- Advanced Spirit Circles/Singers Facilitator
- Certified Girls Circle Facilitator
- Department of Juvenile Justice Quality Assurance Reviewer
- PACE CORE Facilitator



**From:** [lashawn.gordon](#)  
**To:** [Mary Smach](#)  
**Subject:** Re: CSWG reappointment  
**Date:** Thursday, July 16, 2020 2:49:01 PM

---

Hi Mary,

Thanks for reaching out. I sent my request for reappointment to Catherine the liaison to CSWG last week. Sorry I didn't email you as well. Yes ma'am I would like to be reappointed.

Please let me know if you need anything else!

Lashawn

Sent from my iPhone

On Jul 16, 2020, at 2:33 PM, Mary Smach <[SmachM@leoncountyfl.gov](mailto:SmachM@leoncountyfl.gov)> wrote:

Good Afternoon LaShawn,

As you may know, your term on the [Tallahassee-Leon County Commission on the Status of Women and Girls](#) is expiring on September 30, 2020. I am writing to inquire if you are seeking reappointment to your seat on the CSWG. Please let me know as soon as possible so that I can arrange for your reappointment on the Board of County Commissioners meeting agenda.

Regards,

<image001.png>

Mary Smach  
Agenda Coordinator  
County Administration  
301 S. Monroe St. | Tallahassee, FL 32301  
(850) 606-5311 /work | (850) 606-5301 /fax  
[Smachm@leoncountyfl.gov](mailto:Smachm@leoncountyfl.gov)

*People Focused. Performance Driven.*

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

—

**From:** [Catherine Register](#)  
**To:** [Mary Smach](#)  
**Cc:** [Kelly Otte](#); [Heather Peebles](#)  
**Subject:** CSWG Appointments  
**Date:** Friday, August 21, 2020 2:59:31 PM

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Hey Mary,

I hope you're well this week. The CSWG Full Commission met today and made the following decisions:

Gina Giacomo was reappointed.  
Bernice McMillan was reappointed.  
Dr. Jeanne O'Kon was reappointed.  
Courtney Atkins was appointed to fill Dr. Elizabeth Jakubowski's CSWG seat.

Do you need anything from me to get these on the County agenda to ratify?

Take care,  
Catherine

--

Catherine Register, Staff Liaison  
Tallahassee-Leon County Commission on the Status of Women and Girls  
[CSWGstaff@TheOasisCenter.net](mailto:CSWGstaff@TheOasisCenter.net)  
706-340-3302 (cell)

The CSWG is staffed by The Oasis Center for Women & Girls

<http://theoasiscenter.net/>

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

Looking forward to staying in touch!  
850-222-2747 ~ [www.TheOasisCenter.net](http://www.TheOasisCenter.net)  
317 E. Call St. Tallahassee, FL 32301



**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> Dr. Jeanne Louise O'Kon		<b>Date:</b> 8/5/2020 1:52:46 PM	
<b>Home Address:</b>	3674 Uncle Glover Rd Tallahassee, FL 32312-1036	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	No
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 264-4903	<b>Do you own property in the Tallahassee City Limits?</b>	No
<b>Email:</b>	okonj@tcc.fl.edu	<b>How many years have you lived in Leon County?</b>	45

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Flagler College Tallahassee	<b>Work Address:</b>	444 Appleyard Drive Tallahassee, FL 32312-1036
<b>Occupation:</b>	College Professor		
<b>Work/Other Phone:</b>	(850) 201-8070 Ext.8216		

**(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>	68
<b>District:</b>	District III	<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>	Andrea Carlile	<b>Name:</b>	Dr. Richard Murgio
<b>Address:</b>	444 Appleyard Drive Tallahassee, FL 32304	<b>Address:</b>	444 Appleyard Drive Tallahassee, FL 32304
<b>Phone:</b>	(850) 201-8483	<b>Phone:</b>	(850) 201-8488

**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? **Tallahassee/Leon County Commission on the Status of Women and Girls; also, the Citizens Advisory Committee for the Tallahassee Police Department**

Have you served on any previous Leon County committees?\* **No**

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: *Dr. Jeanne Louise O'Kon*

The application was electronically sent: 8/5/2020 1:52:46 PM

## JEANNE L. O'KON (JEAN)

Mailing Address:  
3674 Uncle Glover Road  
Tallahassee, FL 32312

Phone: (850) 894-2019 (hm)  
(850) 264-4903 (cell)  
E-mail: okonj@flagler.edu

### Educational Experience:

- Ph.D. April, 1994. Educational Psychology, Florida State University. Dissertation title: *"The Effects of Knowledge Mobilization versus Thematic Statements as Methods of Schema Activation in Adult Learners."* Area of specialization: Human memory and cognition.
- M.S. March, 1975. Psychology, Florida State University. Minor: Higher Education. Completed 32 additional post-Master's graduate hours in Sociology.
- B.S. June, 1973. Psychology, Florida State University. Minors: Child Development and Spanish. Named to Dean's List; graduated with a 3.5 GPA.

### Employment Experience:

- 1974 to 2012 **COLLEGE PROFESSOR**, Psychology/Education, Tallahassee Community College. Courses taught: *General Psychology, Personal and Social Adjustment, Psychology of Women, Introduction to American Education, Introductory Sociology.*
- 1989 to 2012 **PROGRAM CHAIR**, Behavioral Sciences, Tallahassee Community College. Worked in an administrative capacity; hiring and supervising up to 30 adjunct faculty, developing curriculum, preparing the schedule of classes, arranging professional development workshops, instructing Psychology and Education courses.
- 2000 to 2012 **ADJUNCT INSTRUCTOR**, Florida State University Department of Psychology. Instructed undergraduate courses: *Psychology of Women, History and Systems of Psychology, Psychology of Adjustment.* Also served as guest speaker in "Psychology Teaching Practicum," and for Program in Excellence in Teaching. Taught at FSU Panama City campus and main campus.
- 2002-present **ADJUNCT INSTRUCTOR**, Flagler College-Tallahassee Department of Teacher Education. Instruct undergraduate courses in *Testing and Measurement, Classroom Management, and Career Success* to pre-service teachers. Served as chair of the Enrollment Management Committee. Currently serving as the coordinator of the Student Success Center.

## **Related Educational Experience:**

Sister School Liaison (1993-2016). Recruit and train teachers to participate in the Summer English Program at TCC's Sister School, San Sin High School, in Kaohsiung, Taiwan. Prepare teachers for a five-week English teaching experience in Taiwan. Conduct the Sister School Distance Learning Project and coordinate live teleconferences between the two institutions. Teach in the Summer English Program every July.

Coordinator, *Teacher Education Program* at Tallahassee Community College (1995-2012). Instructed courses for education majors; coordinated student observation and field placements in area public and private schools; provided academic advisement for education majors.

Member, *Statewide Committee for Teacher Education Common Core Prerequisites and Course Leveling Project* (1995-2012). Served with representatives from state universities and community colleges to establish consistent standards and requirements for teacher education majors throughout Florida.

Institutional Representative and Faculty Mentor, *Preparing Future Faculty Grant Program*, Florida State University (2002-2006). Funded by the Pew Charitable Trusts. A national program providing doctoral students with formal training in teaching in diverse educational institutions. Attended national and regional meetings; arranged annual site visits and mentored doctoral students.

Science Fair Coordinator and Judge. (1993-present). Assist in local middle school and high school Science Fair organization and judging at area schools, and at the Regional Science Fair at Florida State University.

## **Community Involvement:**

- (1) Commissioner, (2011-present). *Tallahassee/Leon County Commission on the Status of Women and Girls*. Appointed by County Commissioner Bryan Desloge to serve on the commission that conducts research and public hearings relative to women and girls in the local community, and makes policy recommendations to the City and County Commissions.
- (2) Foundation Board Member (2004-present) and Commissioner (2001-2004). *Florida Commission on the Status of Women*. Appointed by Attorney General Bob Butterworth to serve on the statewide commission that reviews legislation and variables affecting women in Florida. Currently serving on the Foundation Board as Chair of the Bylaws Committee.

- (3) Volunteer and former Board Member, Girl Scouts of Gateway Council. Serve as Co-Director of the Girl Scout *Run for the Cookies 5K and One-Mile Run* held at Tallahassee Community College annually since 1994 (proceeds benefit the Wider Opportunities Scholarship Fund); selected as a Girl Scout **“Woman of Distinction”** in 2003. Selected as one of **"25 Women You Need to Know"** by the *Tallahassee Democrat* in 2009.
- (4) Co-Cathedral of St. Thomas More Catholic Church:  
Secretary of the Pastoral Council; Secretary of the Finance Council; Director of the Children's Nativity Program; member of the Father Murray Scholarship Award Committee for Trinity Catholic School.
- (5) Gulf Winds Track Club:  
Volunteer at weekly road races to raise money for charitable organizations in Tallahassee; Race director for "*Miller Landing Madness 8K/5K/3K.*" and for the TCC "*Hops & Half Shells 5K.*" Selected as Gulf Winds Track Club **“Volunteer of the Year”** in 1998 and **“Race Director of the Year”** in 2002. Inducted into the Gulf Winds Track Club **“Hall of Fame”** in 2020.

### **References:**

- Dr. Harold Fletcher, Professor, Dept. of Educational Research (retired), Florida State University. 6317 Hialeah Court, Tallahassee, FL. 32308. (850) 668-7698.
- Dr. Monte Finkelstein, Dean (retired), Division of History and Social Sciences, Tallahassee Community College, 444 Appleyard Drive, Tallahassee, FL. 32304. (850) 201-8488.
- Dr. Donald Parks, former Dean, Flagler College-Tallahassee. Tallahassee, FL. 32304 (904) 377-6534 .
- Ms. Kelly Sciba, Executive Director, Florida Commission on the Status of Women. Office of the Attorney General, 107 West Gaines Street, Tallahassee, FL. 32301. (850) 414-3300.
- Ms. Melanie Hines, Esq., 620 Voncile Avenue, Tallahassee, FL. 32303. (850) 320-5335.



**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@leoncountyfl.gov.  
Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mrs. Bernice McMillan		<b>Date:</b> 8/4/2020 12:51:03 PM	
<b>Home Address:</b>	659 Dunn Street Tallahassee, FL 32304	<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) 408-6672	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	drmiusfl@gmail.com	<b>How many years have you lived in Leon County?</b>	8

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Department of Economic Opportunity	<b>Work Address:</b>	107 E. Madison Street Tallahassee, FL 32304
<b>Occupation:</b>	Training & Research Manager		
<b>Work/Other Phone:</b>	(850) 245-7412		

**(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>	Black or African American	<b>Gender:</b>	F	<b>Age:</b>	53
<b>District:</b>	District I	<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>	Albertha Rouise	<b>Name:</b>	
<b>Address:</b>	277 Bermuda Rd Tallahassee, FL 32312	<b>Address:</b>	
<b>Phone:</b>	(850) 509-5945	<b>Phone:</b>	

**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? **Tallahassee-Leon County Commission on the Status of Women & Girls - this is an employer update**

Have you served on any previous Leon County committees?\* **No**

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. Bernice McMillan*

The application was electronically sent: 8/4/2020 12:51:03 PM

## Bernice McMillan

659 Dunn Street, Tallahassee, Florida 32304 - P: 850-408-6672 E: [bhluvme1@aol.com](mailto:bhluvme1@aol.com)

### Professional Summary

I am an experienced training, research and development manager and instructional design specialist with a successful track record of developing, facilitating and supervising training programs in government, corporate and human service environments.

### Core Skills

<input type="checkbox"/> Manage learning and development unit	<input type="checkbox"/> Behavioral/cognitive skills development
<input type="checkbox"/> Leadership Development/Succession Planning	<input type="checkbox"/> Financial & Budget Management
<input type="checkbox"/> Instructional and Curriculum Design/ADDIE integrations	<input type="checkbox"/> Analysis & reporting, process improvement
<input type="checkbox"/> Learning Management Systems maintenance & reporting	<input type="checkbox"/> Proficient computer skills including social media integration
<input type="checkbox"/> Supervise and develop direct 20+ reports	<input type="checkbox"/> Life Coach, tutoring, mentoring and counseling, consulting
<input type="checkbox"/> Mentor/Community Volunteer (15+ years)	<input type="checkbox"/> Develop curricula in anger management, substance abuse, diversity and inclusion

### Education and Training

- ✓ **Master of Business Administration** – Anticipated Graduation, December 2020 Western Governor's University
- ✓ **Bachelor of Science, Business Management** - 2018 Western Governor's University
- ✓ **Non-Profit Executive Program** Graduate - 2018 Florida State University/Jim Moran Institute for Global Entrepreneurship
- ✓ **CompTIA Project Plus Management Certified** - 2016

### Achievements

- Member, Tallahassee Police Department Citizen's Advisory Council, 2020
- Commissioner, Leon County/Tallahassee Commission on the Status of Women & Girls, 2019
- Board member, National Alliance on Mental Illness, 2019
- Florida County Court Mediation Training 2019
- Co-founded grassroots 501c3 charitable organization, Divine Revelations Ministries, Inc., which has served over 3,000 inmates in classes, mentoring and volunteerism efforts, and over 2000 homeless/need individuals through outreach programs.
- Authored and copyrighted cognitive-based, evidence-informed **Control the Fire!** ©2015 anger management curriculum which is a recognized Domain Program by the Program Clearinghouse of the Florida Department of Corrections.
- Developed cognitive-based, evidence-informed **Regaining Freedom from Addiction & Substances** curriculum.
- Created and implemented Annual Street Corner Giveaway community event supporting the homeless community and individuals in need.
- Founding member of a grassroots volunteer organization in partnership with Cornell University, through recruitment, event planning and capacity building activities in Utica, New York.

- Created specialized managerial, supervisory, contact agent, personal development/soft skills, conflict resolution, and ethics curricula for state department to create engaging educational experiences and address mission critical requests.
- Initiated and managed mentor/community volunteer program for state department: coordinated 6 statewide department events, create monthly e-newsletters, employee recognition events and webinars featuring community agencies seeking volunteers/mentors.
- Created Leadership Development Program for department employees including development opportunities for frontline through senior leaders.
- Supervised teams of up to 25 staff members, and currently supervise one direct report.
- Co-host an inspirational radio program on 95.3 FM radio, Tallahassee, Florida.
- 2016 – Family of the Year, Capital Outlook, Tallahassee, Florida.
- Received several awards for community development and volunteerism, including the Outstanding Woman of the Year-Racial Justice (Utica YWCA), Accent on Excellence Award (Northland Communications/Utica Observer Dispatch), Mother Lavender Award, Person of the Year (Cornhill Community for Change), Extra Mile Award (Cornell Cooperative Extension).

## Employment History

### **Florida Department of Economic Opportunity Division of Workforce Services Tallahassee, FL**

*Training & Research Manager May 25, 2020-Present*

- Manage daily operations of the Training unit by promoting internal and external professional development opportunities for staff within the division. Meet internal deadlines, project/task deadlines, and developing annual training plan. Identify milestones, achievements, barriers, and risks related to employee development. Research and identify tools, resources and technologies to enhance staff learning and development. Design, develop and facilitate training materials, courses and seminars (onsite and virtual) to promote improving agency performance.

### **Florida Department of Business & Professional Regulation Division of Administration & Financial Management Tallahassee, FL**

*Training Manager 3/4/16-May 22, 2020*

- Manage daily operations of the Training unit by promoting internal and external professional development opportunities for staff across all sites. Offer employee-centered curriculum planning, including developing, implementing and evaluating multiple training projects and providing implementation reports. Accurately managing and monitoring assigned projects while providing leadership and direction to direct reports by disseminating work assignments; coordinating tasks and performing proper follow-up. Meet internal deadlines, project/task deadlines, and developing annual training plan. Identify milestones, achievements, barriers, and risks related to employee development. Research and identify tools, resources and technologies to enhance staff learning and development. Design, develop and facilitate training materials, courses and seminars (onsite and virtual) to promote improving agency performance. Serves as the department's mentoring/community volunteer coordinator and maintains mentoring web page.

### **Florida Department of Business & Professional Regulation**

*Operations Analyst I/Division of Hotels & Restaurants 9/5/2014-1/5/16*

- Provide quality external and/or internal customer service by meeting or exceeding the customers' expectations. Perform data entry of the associated documentation into On Base and the Plan Review Database in a timely manner. Perform administrative duties.

### **Florida Department of Business & Professional Regulation**

*Regulatory Specialist II 7/14/2014 – 9/5/2014*

- Complete data entry, scan and commit batch license renewal applications for hotels, restaurants and elevator operations. Answer incoming prospective/current licensee calls related to licensing procedures, status and requirements.

**Divine Revelations Ministries, Inc.**

*Co-Chief Executive Officer 2/1/2006-Present*

- Provide exceptional services including life-skills coaching, case management, education and job training to inmates, ex-offenders, the homeless and those in hunger-risk. Support Chief Operating Officer with daily operational functions of a 501c3 charitable organization. Coordinate community events including securing volunteers, licenses, equipment, materials, marketing and advertising. Work closely with organizational leadership, including board of directors, to strategically affect the direction of operations. Write grant applications, create promotional materials and provide insightful information to social media, websites and print media to educate the public. Gather data, analyze it and compile it into reports for board members and reporting agencies. Collect and interpret key metrics to determine which programs meet desired outcomes and which ones require further streamlining to be successful. Promote the mission of DRMI to the public with successful community outreach and marketing strategies.

**WALMART Store #4520 (Mahan) Tallahassee, FL**

*Accounting Office Associate 10/2013 – 7/2014*

- Process and maintain currency and checks. Prepare and maintain accounting records, files, transactions and other related documentation. Record and reconcile financial data, track register audits and chargebacks. Report security risks, incorrect or inefficient processes. Answer general store phone line, answering customer and employee calls and directing to appropriate manager/department. Serve as fitting room and sales floor associate.

**Consultant 02/2012 – 10/2013 Corpus Christi, TX and Tallahassee, FL**

- Provide fiscal management support to community-based agencies including creating financial reports, operational and cash budgets, business and non-profit tax preparation, petty cash funds and cash reconciliation using Microsoft Money, Quicken and Excel. Develop and coach life management skills to community service agencies, clergy, churches, families and individuals, including budgeting and financial integrity workshops. Develop training programs and processes for managing basic/critical life experiences. Support social service agencies through volunteerism.

**APAC Customer Service, Incorporated Corpus Christi, TX and Utica, NY**

*Training &*

*Quality Supervisor 10/2001 - 02/2012*

- Reporting directly to the Site Director, developed new and enhanced strategies for improving quality and training processes through management of two departments. Developed agent and management level curriculum, e-learning and job aids. Facilitated training classes, workshops and train-the-trainer for managerial and representative level employees. Developed weekly, monthly and annual training/quality performance reports distributed to 3 sites. Supervise 10 Trainers and 8 Quality Analysts in recruiting and development. Responsible for financial management of cash accounts, supplies/equipment and inventory. Completed weekly financial reports, including petty cash reconciliation. Promoted from Trainer to Senior Trainer to Master Trainer (also Master Trainer certification with Verizon Wireless) to Training Supervisor.

**Co-Founder, Cornhill Community for Change, Utica, NY**

*2001-2006*

- Co-founded grassroots volunteer organization in collaboration with Cornell University to address critical needs within an impoverished community in Utica, NY. Community activist activities included grant writing, administration of community-based programs (i.e. Multicultural Arts Program for Children up to 18 years); voter registration, meeting with city, county and state officials regarding community development and planning initiatives. Organizing community events to empower residents to take pride in their neighborhood. Promoted the development of a neighborhood memorial park and playground for youth.



**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@leoncountyfl.gov](mailto:smachm@leoncountyfl.gov). Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Ms. Gina Lee Giacomo		<b>Date:</b> 8/1/2020 12:19:59 PM	
<b>Home Address:</b>	1330 Sumerlin Drive Tallahassee, FL 32317	<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) 445-8683	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	kitten@fastmail.us	<b>How many years have you lived in Leon County?</b>	25

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	State of Florida	<b>Work Address:</b>	4070 Esplanade Way Tallahassee, FL 32317
<b>Occupation:</b>	Director of Administration		
<b>Work/Other Phone:</b>	(850) 488-3415		

**(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>	57
<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>	Vicki Newsome	<b>Name:</b>	Debbie Kissane
<b>Address:</b>	3916 Paces Place Tallahassee , FL 32311	<b>Address:</b>	7582 Camero Drive Tallahassee, FL 32309
<b>Phone:</b>	(850) 445-7863	<b>Phone:</b>	(850) 510-6087

**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? **CSWG**

Have you served on any previous Leon County committees?\* **Yes**

If Yes, on what Committee(s) have you served? **CSWG**

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: *Ms. Gina Lee Giacomo*

The application was electronically sent: 8/1/2020 12:19:59 PM

**Gina Giacomo**  
1330 Sumerlin Drive  
Tallahassee, FL 32317  
Work (850) 488-3415, Cell (850) 445-8683

## **Education:**

Master of Science, Educational Leadership  
Bachelor of Arts, Administration of Criminal Justice  
Associate of Science, Criminal Justice  
National Institute of Corrections, Parole Board Executives Certification  
The Center for Public Policy Probation and Parole Executives Certification  
Six Sigma Yellow Belt Certification  
Certified Contract Manager

## **Experience:**

### **Director of Administration, Florida Parole Commission, December, 2008**

- Responsible for the management of all administrative service areas of the Commission, including finance and budget, human resources, information technology, research and data, purchasing, leases, and contracts.
- Responsible for preparing and implementing the Agency Legislative Budget Request, and Long Range Performance Plan. Review and approve all personnel and budget actions for the Agency. Perform continuous auditing and monitoring of financial statements to ensure expenditures are within budgetary allowances. Prepare bill analyses and numerous situational reports.
- Work with the Governor's Office and the House and Senate Appropriations Committees with regard to Commission budget matters including providing detailed explanations of the Commission's budget request and supplemental information.
- Conducted analytic studies and forecast future trends to determine the relative cost and benefit of various programs to meet Agency's strategic goals. Oversee the collection and maintenance of the agency's statistical data.
- Responsible for preparing responses to the Auditor General Audits and OPPAGA reviews and for implementing corrective actions. Ensure compliance with administrative statutes, rules, and directives. Formulate administrative policies and write procedure directives.
- Perform continuous evaluation of information technology services. Confer with management to identify problems, implement solutions and automate processes to improve Agency operations. Developed information technology transition plan and service level agreement. Serve as the Agency's Information Technology Security Manager.
- Review and resolve all employee matters or complaints not reconciled at a lower level.
- Serve as the Agency's Emergency Management Coordinator.

**Director of Operations, Florida Parole Commission, 2006-2008**

- Provided leadership and management of all operations personnel statewide. Responsible for the daily direction of central office and 5 regional offices which includes the program areas: Release Services, Revocations Services, Field Services, Victim Services, and Clemency and Seaport Investigations.
- Conducted analyses identifying gaps in performance, formulated countermeasures, developed action plans and conducted follow-up evaluations of internal processes to implement program-wide procedural and policy changes to ensure strategic and operational objectives were met.
- Produced numerous situational and legislative reports. Conducted bill analyses and assisted with the Budget, Long Range Performance Plan and Annual report. Made presentations to legislative staff, Federal /State agencies and advocacy groups.
- Coordinated and managed special initiatives assigned by the Governor's Office which included coordinating with other State and county agencies. Served the Governor's Re-entry Council to reduce recidivism by prevention and treatment of offenders for successful re-entry into the community.
- Reviewed and approved personal and budget actions for operations. Revised rules, issued policies and wrote procedure directives pertaining to the programs and services of the Commission. Developed and coordinated numerous statewide trainings.
- Implemented numerous improvements which resulted in cost savings, improved efficiencies and increased public safety.
- Received a team Davis Productivity Award for improvements in notifications of warrants and Commission actions to the Department of Corrections and county jails.

**Senior Management Analysis Supervisor, Substance Abuse Program, DCF, 2005 – 2006**

- Responsible for the management of a team that provided support to Substance Abuse contracting units statewide. Prepared, negotiated, and directed the management of contracts statewide including development of RFP/ITN, evaluation of bid applications, budget activities, and tracking of service units and expenditures. Provided training and technical assistance to providers, contract management/monitoring and program staff.
- Developed readiness assessment tools, protocols, and manuals. Provided leadership for readiness assessment review team and resolution review report. Developed statewide provider coalition network managing entity model contract. Served as lead negotiator for integrated network of system of care managing entity contracts. Developed and implemented invoicing oversight procedures.



- Reviewed district monitoring results and the implementation of corrective action plans. Conducted follow-up activities on district corrective action plans, and assisted districts with addressing provider disputes.
- Developed and implemented policies and procedures to ensure compliance with Federal and State rules, regulations and program procedures. Interpreted, implemented and made recommendation for revision to financial rule.
- Conducted interagency workgroups to address issues and explore potential opportunities for increased efficiency and cost savings.
- Received a team Davis Productivity Award for improvements in contracting

#### **Provider Performance Specialist, Substance Abuse Program Office, DCF, 2003 – 2005**

- Performed quality assurance review activities of programs and facilities. Participated in the development of substance abuse provider networks. Prepared, negotiated, and managed contracts. Developed RFP/ITN, evaluated bid applications, tracked service units, and ensured expenditures were in accordance with financial rule.
- Provide in-depth technical support to district contract and monitoring staff. Drafted policy directives and wrote procedure directives. Reviewed district monitoring reports and corrective action plans.
- Member of Steering Committee for coordination of substance abuse and child welfare. Developed contract language for evidence-based prevention services. Revised Family Intervention Specialist guidelines pertaining to contracts.
- Wrote Memoranda of Understanding for internal and external stakeholders.
- Outstanding Service Award for contracting client services.

#### **Provider Performance Specialist, Contracted Client Services, DCF 2000 - 2003**

- Supported district contracting staff in evaluating performance to identify gaps in performance, formulate countermeasures, and monitor improvements. Developed and provided statewide contract training for district and provider staff. Established policies and internal procedures for contracting. Certified as a Contact Manager
- Created contract evaluation tools; conducted on-site monitoring and prepared final reports on provider's performance. Participated in and guided districts in contract negotiations.
- Assisted Family Safety Quality Assurance Unit with evaluating methods to assess provider performance and compliance for safety, permanency, and reunification for child welfare. Conducted validation of Auditor General Report on Community Based Care providers.

- Conducted statewide evaluation of district contracting system and participated in statewide contracting workgroups. Evaluated district's monitoring processes to ensure a weighted and planned approach, and reviewed district monitoring results and corrective action plans.

**Agency Planner/Analyst, Florida Parole Commission, 1998-2000**

- Served as a liaison between the Chairman and outside agencies. Made presentations to legislative staff, stakeholders, and other State agencies. Participated in both internal and external reviews of criminal justice agencies.
- Responsible for the Long Range Performance Plan, Annual Report and Performance Report. Assisted with the development of the Agency Legislative Budget Request, Program-Based Budget, and the Zero-Based Budget. Conducted legislative bill analyses.
- Conducted analytic studies and forecast future trends to determine the relative cost/benefit of various programs to meet Agency's strategic goals. Assisted management staff in establishing quality assurance measures and evaluating performance.
- Created and implemented the Agency's performance-based budgeting data system.
- Assisted the Inspector General in conducting internal audits of Agency.

**Revocations Administrator, Florida Parole Commission, 1995-1998**

- Hired, supervised, motivated, disciplined and evaluated 32 employees within Revocation Services. The section is responsible for warrants, violation hearings, extraditions, preparing cases for the docket, and processing Commission final decisions.
- Provided daily technical assistance on revocations to regional staff, outside agencies, and the public. Determined workloads, planned workflow and set deadlines.
- Ensured that laws, policies, procedures, rules, and regulations were adhered to. Set policy and wrote procedural directives for Revocations Section. Participated as member of Rules Committee.
- Consulted with Commissioners, legislative staff, and external agencies on substantive and appropriations issues. Drafted section budget, strategic plan, and ad hoc reports. Analyzed and reported on trends, forecasted workloads, and made presentations.
- Coordinated State and county agencies in a statewide "Warrant Sweep" Task Force, resulting in over 500 offenders being apprehended.
- Addressed victim's rights and Mothers Against Drunk Driving advocacy groups.
- Received a Davis Productivity Award for developing a statistical information database resulting in significant quality improvements for processing revocation cases.

- Superior Accomplishment Award received for Field Services\ Revocations.

**Senior Revocations Specialist Supervisor, Florida Parole Commission, 1994-1995**

- Trained, supervised and coordinated work assignments for 8 employees. Issued emergency warrants, extradited offenders, requested Governor's warrants, reviewed revocations hearings, and prepared legal documents in preparation for final Commission decision.
- Developed policy and procedure manuals; streamlined procedures through Total Quality Management. Team Leader for statewide quality improvement team.
- Prepared and presented trainings and workshops at statewide conferences.
- Received Davis Productivity Award for eliminating duplication of and improving the efficiency of executing emergency warrants.

**Parole Examiner, Florida Parole Commission, 1993-1994**

- Prepared Clemency investigations for pardons, commutation of sentence, and restoration of civil rights for the Governor and Cabinet.
- Provided offenders with notice of violations of supervision, and due process rights; assessed the need to appoint legal counsel, evaluated violators for release pending revocation hearing and subpoenaed witnesses.
- Conducted quasi-judicial violation hearings and prepared hearing summary reports for submission to Commission. Made recommendations for offender to return to prison or be restored to supervision with additional conditions of supervisions.
- Conducted pre-parole interviews to determine eligibility for release into the community and made recommendations for special conditions of supervision.
- Interviewed and explained criminal justice process to victims and their families.

**Security Officer: Christian Prison Ministries (The Bridge), 1990-1994**

- Provided supervision to court-ordered female substance abuse offenders in a residential rehabilitation center by making periodic patrols of the center and conducting counts of offenders at regular and irregular intervals. Maintained required logs and records.
- Applied discipline and performed room and offender searches to prevent the introduction of contraband. Counseled with offenders regarding emotional adjustment problems.
- Coordinated NA/AA meetings, after-care programs and assisted offenders with obtaining employment.

- Responsible for monitoring visitation, receiving offender's monies from employment, dispensing medications and drug testing offenders.
- Developed course materials and facilitated life skills classes for residents; created a survival manual for residents leaving the center to assist them with integrating back into the community.

**Correctional Probation Officer II, Classification Officer, Florida Department of Corrections, Central Florida Reception Center, 1990-1993**

- **Special Teams:** Managed specialized caseload of release violators returned to prison. Interviewed inmates and reviewed criminal histories to prepare readmission summaries for appropriate custody placement, program assignments, and treatment programs. Prepared curriculum materials and taught disciplinary report writing to institution employees.
- **Youthful Offenders:** Evaluated information from legal reports, interviews, and correspondence. Prepared case histories to determine custody level and job assignments. Reviewed inmates for continued youthful offender status. Provided supportive counseling, and recommended inmates to Boot Camp. Chaired the Disciplinary Team.
- **Permanent Party:** Supervised inmates permanently assigned to the institution. Counseled inmates on program participation, adjustment to institution life, and personal issues. Wrote cumulative progress reports on inmates. Reviewed cases for recommendation to work-release. Member of Peer Review Team for statewide accreditation.
- **Transient Team:** Interviewed inmates and evaluated case histories to establish custody level and job assignments. Reviewed offender's progress and made recommendations to treatment programs. Trained new staff on classifying inmates.

**Correctional Probation Officer I, Probation Officer Florida Department of Corrections, Probation & Parole, 1989-1990**

- Maintained awareness of offender's daily activities and evaluated desirability to remain at liberty. Responsible for the case management of all assigned offenders (active caseload of 300). Prepared case reviews and violation of supervision reports.
- Counseled and referred offenders to specialized treatment programs. Assisted offenders in securing jobs. Conducted drug testing on offenders.
- Established and collected restitution cost of supervision, and court-ordered payments.
- Prepared pre-sentence and pre-parole investigations for the court. Appeared as a witness in court for probation/parole revocation hearings.
- Certified as a Correctional Probation Officer

**Internship: Illinois Department of Corrections, Work Release Center 1988-1989**

- Monitored inmate's behavior in the community and at the center. Performed room and inmate searches.
- Drug tested and transported inmates to educational and treatment programs.
- Assisted with facilitating group sessions and recreational activities.
- Created a how to booklet on Life Skills for inmates.

### **PROFESSIONAL MEMBERSHIP:**

- Florida Counsel on Crime and Delinquency
- Association of Paroling Authorities International
- American Probation and Parole Association
- National Organization of Hispanics in Criminal Justice
- Keiser University Advisory Board Participant
- Community Medical Outreach

## Application Form

### Profile

Applications will remain in active files for two years. It is the citizen's responsibility to keep the information on this form current. Please e-mail, call, or write the City Treasurer-Clerk to advise of any changes.

E-mail:  
AdvisoryBoards@talgov.com

Mailing Address:  
Office of the City Treasurer-Clerk  
City of Tallahassee  
300 S. Adams St., Box A-32  
Tallahassee, FL 32301

Telephone:  
850-891-8215

### Date

03-19-2020

Courtney	F	Atkins
First Name	Middle Initial	Last Name

wholechildleon@gmail.org  
Email Address

Home:	Home:
Primary Phone	Alternate Phone

### Preferred Mailing Address

☒ Work Address

709 Piedmont Dr		
Home Address	Suite or Apt	
Tallahassee	FL	32312
City	State	Postal Code

Is your personal information exempt from public records disclosure in accordance with FS 119.071(2)(j)1 or FS 119.071(4)? \*

☒ No

If you selected "Yes" to the above question regarding exemption from public records disclosure then please select the exempt person's status:

None Selected

**Work Address - Address Line 1**

1126 Lee Ave

**Work Address - Address Line 2**

**Work Address - City**

Tallahassee

**Work Address - State**

☒ FL

**Work Address - Postal Code**

32303

Whole Child Leon, Inc.

Employer

Executive Director

Job Title

Executive Director

Occupation

**Which Boards would you like to apply for?**

Tall-Leon County Comm on Status of Women and Girls: Submitted

---

**Interests & Experiences**

**Please provide biographical information about yourself and also include a resume. Identify previous experience on other boards/committees, charitable/community activities and skills or services you could contribute to this board/committee.**

---

Courtney Atkins is the Executive Director of Whole Child Leon where she fosters professional relationships among early childhood stakeholders and community leaders. Atkins consistently leads collaborative efforts and initiatives, urging open communication and the sharing of resources between agencies to improve outcomes for all children. Examples of her leadership include free developmental screenings for children ages six months to five years, the Food on the Move bus, the pediatric behavioral health navigation program and the dental sealant program at Title 1 schools. Atkins was also instrumental in South City earning the designation of a "Purpose Built Community." This historic neighborhood in Tallahassee is now one of only 27 communities in the nation to receive this designation and along with it resources and support to restore the community to a healthy, vibrant and prosperous neighborhood. In 2011, Atkins also received the Joseph Cullen Award from the National Association of Chronic Disease Directors for the 95210 initiative. This creative curriculum is aimed at preventing childhood obesity and still being utilized in childcare centers, preschools and elementary classrooms today. Courtney Atkins is dedicated to improving the lives of children and families in our community, but her adept skills at organizing extends beyond the early childhood realm. Having a love for horses, Atkins birthed the idea for the Red Hills International Horse Trials in 1997 and after convening the right partners, RHHT has grown to be a premier Tallahassee equestrian event, generating over \$5 million in economic return annually for the county. As we enter into 2020, you can expect to see Atkins advocating for a more coordinated system for childhood services and educating the public on the long-term benefits of early childhood investment on community well-being, including workforce development and economic growth. Prior to her role with Whole Child Leon, Atkins served as a Licensed Professional Counselor in Arlington, VA, performing crisis intervention to the first responders during the aftermath of the September 11 attacks on the Pentagon. Courtney Atkins received her B.A. in Communication from the University of Kentucky and a M.A. in Psychology at Marymount University, Arlington Virginia. She is a native Floridian, having grown up most of her life in Tallahassee. Atkins has two children, Chambers and Atticus, who attend Leon High School.

#### **Reference 1 (at least one)**

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Miaisha Mitchell 812 Goodbread Lane Tallahassee, FL 32303

#### **Reference 2**

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Representative Loranne Ausley 826 Washington St Tallahassee, FL 32303 (850) 459-1469

#### **Reference 3**

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Shonda Knight LCSO 2825 Municipal Way Tallahassee, FL 32304 (850) 694-5415

[Courtney Atkins ResumeF.pdf](#)

Upload a Resume

---

#### **Education:**

University Of Kentucky

#### **Degree received**

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BA Communications



**Graduate School Attended**

Marymount University

**Degree received**

Master's Psychology Counseling

---

**Demographics**

*The City of Tallahassee strives to ensure that all City Boards/Committees are representative of the community's demographic makeup. To assist in this endeavor, please complete the fields regarding ethnicity and gender.*

**Ethnicity \***

☒ Caucasian/Non-Hispanic

**Gender \***

☒ Female

**Identify any potential conflicts of interest that might occur were you to be appointed?**  
**(Please enter None if no conflicts)**

none

**Are you a City resident?**

☒ Yes ☐ No

**Are you a City utility customer?**

☒ Yes ☐ No

**Are you a City property owner?**

☒ Yes ☐ No

**Are you a Leon County resident?**

☒ Yes ☐ No

**Are you a Leon County property owner?**

☐ Yes ☒ No

**Can you serve a full three-year term?**

☒ Yes ☐ No

**Can you regularly attend meetings?**

---

☒ Yes ☐ No

**Schedule Conflicts (Please enter None if no conflicts):**

---

none

---

A criminal history information screening may be conducted on the top applicant. If your answers to the questions below do not accurately and completely reflect your criminal history, you may be eliminated from further consideration for the vacancy.

If you are not sure or do not remember what happened in a criminal case(s), please contact the appropriate county, state or federal agency so that you can report accurate information on your criminal history. For other Boards/Committees the nature, severity, and date of the offense(s) in relation to the duties of the position for which you are applying are considered.

**(1) Have you ever been convicted of a felony or a first-degree misdemeanor?**

---

☐ Yes ☒ No

**(2) Have you ever had the adjudication of guilt withheld for a felony or a first-degree misdemeanor**

---

☐ Yes ☒ No

If you answered "Yes" to one of the above questions, please complete the following information for each felony and/or first-degree misdemeanor involving conviction or adjudication of guilt withheld:

**Charge, Date of Disposition, County/State**

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

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☒ I Agree

## Professional Summary

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Accomplished executive director of non-profit agencies with a solid history of achievement in program development. Motivated and energetic leader with strong organizational and prioritization abilities. Areas of expertise include community organizing, identification of service gaps and needs, partner collaboration and coordination of services for children and families.

## Skills

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- Administration and Management
- Contract and Grant Management
- Written and Oral Communication
- Community Organizing
- Critical Thinking
- Judgment and Decision Making
- Management of Personnel Resources
- Negotiation
- Time Management
- Communications and Media

## Experience

---

**Executive Director** 09/2009 to Present

**Whole Child Leon** – Tallahassee, Florida

- Manage and direct the working of this non-profit, technology-based initiative dedicated to the health and welfare of all children, with a primary focus on birth to age 5 in Leon County and surrounding areas.
- Actively engage and nurture relationships with stakeholders, including Whole Child Leon • Board members, partner agencies, volunteers and funders to further the mission of the agency.
- Maintain communication and a working knowledge of all Whole Child Leon partners and the services they provide.
- Plan and facilitate monthly meetings of 65 (+) Whole Child Professional Network members to provide education and training as appropriate.
- Develop and oversee marketing plans to engage the public and publicize the organization through a variety of mediums.
- Seek, write and manage grants that align with the mission and target population of the agency.
- Collect, organize and report on community data relevant to goals and objectives of the agency.
- Prepare and provide reports to funders, relevant partners and stakeholders.

## **Florida Healthy Kids Outreach Specialist**

11/2008 to 09/2009

### **Leon County Schools – Tallahassee, Florida**

- Act as the liaison between students and available healthcare options, as well as other programs that provide assistance to children and families, to improve the overall health and well-being of the Leon County community.
- Maintain a working knowledge of all Whole Child Leon partners and the services they provide.
- Maintain a working knowledge of available health care plans in the community.
- Maintain good knowledge of what health care issues are affecting the community and assist schools with marketing tools for parent and employee education.
- Train employees and other appropriate staff in the online and paper application processes for KidCare.
- Provide direct assistance with the application process to parents/guardians of uninsured students.
- Compile data for monthly reports.

## **Senior Program Director**

01/2005 to 07/2008

### **New Millennium Employee Assistance Services – Falls Church, Virginia**

- Provided confidential employee assistance services to employees and family members of countywide school district and government.
- Conferred and consulted with individuals, groups and departments to determine needs; planned and implemented special productivity projects.
- Provided training and assistance to supervisors in managing and preventing loss associated with existing and emerging forms of behavioral risk identified through EAP activities.

## **Employee Assistance Professional**

05/2001 to 01/2005

### **Arlington County Employee Assistance Program – Arlington, Virginia**

- Problem identification/assessment, short term problem resolution, referrals to outside resources and case management for both county and school district employees.
  - Training and assistance to supervisors in managing and preventing loss associated with existing and emerging forms of behavioral risk identified through EAP activities.
  - Initial crisis intervention services with first responders after 9/11; mobilized to Arlington County Fire Department Base of Operations.
  - Supported individual firefighters during Pentagon operation; prepared those returning from the Pentagon for the diffusing process.
  - Facilitated Critical Incident Stress Management debriefing groups after completion of initial Pentagon operation, assessed for Post-Traumatic Stress Disorder among first responders.
- 
- Provided various crisis interventions in the workplace, (i.e. conflict resolution, workplace violence, suicide, and accidental injury or death).
  - Member of Epidemiological Response Team which facilitated training to prepare Public Health employees to respond to critical incidents involving bioterrorism and chemical warfare.

- Extensive work with law enforcement and school employees implementing stress management and wellness programs.

## Education

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<b>Master of Arts:</b> Psychology Counseling <b>Marymount University</b> - Arlington, Virginia	Jan 2001
<b>Bachelor of Arts:</b> Communications, Political Science <b>University of Kentucky</b> - Lexington, Kentucky	Jan 1985

## Affiliations

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– Licensed Professional Counselor (LPC) - Commonwealth of Virginia  
Certified Employee Assistance Professional (CEAP)

## Awards and Recognitions

National Association of Chronic Disease Directors, Joseph Cullen Award 2011  
Tallahassee Woman Magazine Cover Story-August 2014  
Leadership Tallahassee Class #33  
Tallahassee Democrat's 25 Women You Need to Know 2020 Honoree  
Tallahassee Community College's Women's History Month 2020 Honoree

## Board Membership

- Tallahassee Housing Authority Board of Commissioners
- FSU College of Medicine Maternal Mental Health Advisory Board
- Maternal Child Health Equity Collaborative Steering Committee
- Tallahassee Pediatric Behavioral Health Advisory Board
- Chair, Early Childhood Education Workgroup
- Grandparents as Parents Advisory Board
- South City Foundation Advisory Board



**FORM 4A DISCLOSURE OF BUSINESS TRANSACTION, RELATIONSHIP OR INTEREST**

LAST NAME - FIRST NAME - MIDDLE INITIAL <b>Atkins, Frances Courtney</b>		OFFICE / POSITION HELD <b>Exec. Director</b>	
MAILING ADDRESS <b>1126-A Lee Ave Leon</b>		AGENCY OR ADVISORY BOARD <b>Whole Child Leon</b>	
CITY <b>Tallahassee</b>	ZIP <b>FL</b>	COUNTY <b>32312</b>	ADDRESS OF AGENCY <b>1126-A Lee Ave Tallahassee</b>

**HOW TO COMPLETE AND FILE THIS FORM:**

Parts A and B of this form serve two different purposes. Part A is for advisory board members who wish to use an exemption in the ethics laws that is applicable only to advisory board members. Part B is for public officers and employees who wish to use a separate exemption that is applicable when the business entity involved is the sole source of supply within the political subdivision. In order to complete and file this form:

- **Fill out Part A or Part B, as applicable.**
- **Sign and date the form on the reverse side.**
- **File Part A** with the appointing body or person that will be waiving the restrictions of 112.313(3) or (7), Fla. Stat., prior to the waiver.
- **File Part B** with the governing body of the political subdivision in which the reporting person is serving, prior to the transaction.

**PART A - DISCLOSURE OF TRANSACTION OR RELATIONSHIP CONCERNING ADVISORY BOARD MEMBER****WHO MUST COMPLETE THIS PART:**

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, including persons serving on advisory boards. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, permits the appointing official or body to waive these requirements in a *particular instance* provided: (a) waiver by the appointing body must be upon a two-thirds affirmative vote of that body; or (b) waiver by the appointing person must be effected after a public hearing; and (c) in either case the advisory board member must fully disclose the transaction or relationship which would otherwise be prohibited by Subsections (3) or (7) of Section 112.313, Florida Statutes. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable* to an advisory board member.

**PLEASE COMPLETE THE FOLLOWING:**

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:

- ☒ The reporting person;
- ( ) The spouse of the reporting person, whose name is \_\_\_\_\_; or
- ( ) A child of the reporting person, whose name is \_\_\_\_\_.

2. The particular transaction or relationship for which this waiver is sought involves [check applicable space]:

- ☒ Supplying the following realty, goods, and/or services: **non profit human service agency serving Leon County**
- ( ) Regulation of the business entity by the governmental agency served by the advisory board member.

3. The following business entity is doing business with or regulated by the governmental agency: **wel is a 501c3 governed by a volunteer board of director**

4. The relationship of the undersigned advisory board member, or spouse or child of the advisory board member, to the business entity transacting this business is [check applicable spaces]:
- ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets of capital stock in such business entity; ☒ Employee; ( ) Contractual relationship with the business entity; ( ) Other, please describe:



## PART B - DISCLOSURE OF INTEREST IN SOLE SOURCE OF SUPPLY

### WHO MUST COMPLETE THIS PART:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain employment and business relationships on the part of public officers and employees. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12)(e), Florida Statutes, provides an exemption from the above-mentioned restrictions in the event that the business entity involved is the only source of supply within the political subdivision of the officer or employee. In such cases the officer's or employee's interest in the business entity must be fully disclosed to the governing body of the political subdivision. This Part of Form 4A has been prescribed by the Commission on Ethics for such disclosure, *if and when applicable*.



### PLEASE COMPLETE THE FOLLOWING:

1. The partnership, directorship, proprietorship, ownership of a material interest, position of officer, employment, or contractual relationship which would otherwise violate Subsection (3) or (7) of Section 112.313, Florida Statutes, is held by [please check applicable space(s)]:
  - ( ) The reporting person;
  - ( ) The spouse of the reporting person, whose name is \_\_\_\_\_; or
  - ( ) A child of the reporting person, whose name is \_\_\_\_\_.
2. The following are the goods, realty, or services being supplied by a business entity with which the public officer or employee, or spouse or child of such officer or employee, is involved is:
 

\_\_\_\_\_
3. The business entity which is the only source of supply of the goods, realty, or services within the political subdivision is:
 

(NAME OF ENTITY)	(ADDRESS OF ENTITY)
------------------	---------------------
4. The relationship of the undersigned public officer or employee, or spouse or child of such officer or employee, to the business entity named in Item 3 above is [check applicable spaces]:
  - ( ) Officer; ( ) Partner; ( ) Associate; ( ) Sole proprietor; ( ) Stockholder; ( ) Director; ( ) Owner of in excess of 5% of the assets or capital stock in such business entity; ( ) Employee; ( ) Contractual relationship with the business entity;
  - ( ) Other, please describe:

### SIGNATURE

SIGNATURE	DATE SIGNED	DATE FILED
		

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES s. 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

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



# Leon County Board of County Commissioners

## Agenda Item #4

September 15, 2020

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

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

**Title:** Commissioner Appointments to the Housing Finance Authority and the Science Advisory Committee

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

### **Statement of Issue:**

This agenda item seeks the Board's approval to ratify the Commissioners' appointment of citizens to the Housing Finance Authority and the Science Advisory Committee.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

- Option #1: Ratify Commissioners' appointment of citizens to the Housing Finance Authority of Leon County for four-year terms ending September 30, 2024 and approve the associated Housing Finance Authority Certificates of Appointment (Attachment #1).
- a. Ratify Commissioner Desloge's reappointment of Thomas H. Lewis.
  - b. Ratify Commissioner Dozier's reappointment of Mike Rogers.
  - c. Ratify Commissioner Lindley's reappointment of Marnie George.
- Option #2: Ratify the reappointment by Commissioner Jackson's eligible applicant, Dr. Puja Jasrotia, to the Science Advisory Committee for a four-year term ending September 30, 2024.

## **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:**

#### **Housing Finance Authority (HFA)**

Purpose: Encourages investment by private enterprise and stimulates construction and rehabilitation of housing through use of public financing. The Authority is authorized to issue and sell bonds, but first must seek approval of the Board of County Commissioners.

Composition: The HFA is comprised of seven (7) citizen members; with each County Commissioner making one appointment. Members serve four-year term and may not serve more than three full consecutive terms per County Policy No. 03-15. No less than three members should be knowledgeable in one of the following fields: labor, finance, or commerce.

Certificate: Pursuant to Section 159.605, Florida Statutes, a certificate of appointment or reappoint of any member of the Housing Finance Authority shall be filed with the Clerk of the Circuit Court, and the certificate shall be conclusive evidence of the due and proper appointment of the member. The County Attorney’s office recommends the Chairman execute the Certificate of Appointment for each member (Attachment #1).

#### **Diversity of Current Membership:**

<b>Total Seats</b>	<b>Vacant Seats</b>	<b>Gender</b>	<b>Race</b>
7	0	Male - 5 Female - 2	White - 5 Black or African American - 2

Vacancy: The terms of HFA members Thomas Lewis, Mike Rogers and Marnie George expire on September 30, 2020. Mr. Lewis, Mr. Rogers and Ms. George are seeking reappointment and their attendance records are included in Attachment #2. The Commissioners have reviewed the eligible applications and have selected the applicants listed in Table #1.

*Table #1: Housing Finance Authority of Leon County*

<b>Vacancy / Seat Category</b>	<b>Term Expiration</b>	<b>Eligible Applicant (Application Attachment #)</b>	<b>Gender-Race</b>	<b>Recommended Action</b>
Thomas H. Lewis <i>Seeking reappointment (served 1 term)</i>	9/30/2020	3. Thomas H. Lewis	Male - Black	Ratify Commissioner Desloge's reappointment for a four-year term ending September 30, 2024.
Mike Rogers <i>Seeking Reappointment (served 2 full terms and 1 partial)</i>	9/30/2020	4. Mike Rogers	Male - White	Ratify Commissioner Dozier's reappointment for a four-year term ending September 30, 2024.
Marnie George <i>Seeking Reappointment (served 1 term)</i>	9/30/2020	5. Marnie George	Female - White	Ratify Commissioner Lindley's reappointment for a four-year term ending September 30, 2024.

### **Science Advisory Committee (SAC)**

**Purpose:** The SAC evaluates and reports findings on the scientific evidence and make recommendations concerning policies and programs that pertain to environmental issues in developed and developing areas and evaluates the need for further data collection and analysis on issues approved by the Board of County Commissioners.

**Composition:** The SAC is comprised of nine (9) citizen members; with each County Commissioner making one appointment, and two appointments being made by the City Commission. Members serve four-year terms, expiring on September 30, with a term limit of three consecutive full terms.

#### Diversity of Current Membership:

<b>Total Seats</b>	<b>Vacant Seats</b>	<b>Gender</b>	<b>Race</b>
9	0	Male - 7 Female - 2	White - 7 Asian - 2

**Vacancies:** The terms of Board appointed SAC member, Puja Jasrotia is expiring on September 30, 2020. Ms. Jasrotia has served on the SAC since October 2019 and is seeking reappointment. Staff reports her attendance as reflected in the attendance report included with her application (Attachment #6). Commissioner Jackson has reviewed the eligible applications and has selected the appointee as listed in Table #2.

*Table #2: Science Advisory Committee*

<b>Vacancy / Seat Category</b>	<b>Term Expiration</b>	<b>Eligible Applicant (Application Attachment #)</b>	<b>Gender - Race</b>	<b>Recommended Action</b>
Puja Jasrotia <i>Seeking reappointment (served 1 partial term)</i>	9/30/2020	6. Puja Jasrotia	Female - Asian	Ratify Commissioner Jackson's appointment for a four-year term ending September 30, 2024.

**Options:**

1. Ratify Commissioners' appointment of citizens to the Housing Finance Authority of Leon County for four-year terms ending September 30, 2024 and approve the associated Housing Finance Authority Certificates of Appointment (Attachment #1).
  - a. Ratify Commissioner Desloge's reappointment of Thomas H. Lewis.
  - b. Ratify Commissioner Dozier's reappointment of Mike Rogers.
  - c. Ratify Commissioner Lindley's reappointment of Marnie George.
2. Ratify the reappointment by Commissioner Jackson's eligible applicant, Dr. Puja Jasrotia, to the Science Advisory Committee for a four-year term ending September 30, 2024.
3. Board direction.

**Recommendation:**

Options #1 a-c and #2

**Attachments:**

1. HFA certificate of appointment
2. HFA attendance records
3. Lewis application and resume
4. Rogers application and resume
5. George application and resume
6. Jasrotia application and resume

## HOUSING FINANCE AUTHORITY OF LEON COUNTY

### CERTIFICATE OF APPOINTMENT

The Leon County Board of County Commissioners, on the 15th day of September 2020, reappointed **Marnie George** to the Housing Finance Authority of Leon County for a term of four years to expire on September 30, 2024.

This Certificate of Appointment shall be filed with the Clerk of the Circuit Court of Leon County pursuant to Florida Statutes, Part IV of Chapter 159, Section 159.605, as amended, and shall be conclusive evidence of the due and proper appointment of the member.

LEON COUNTY, FLORIDA

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

Bryan Desloge, Chair  
Board of County Commissioners

APPROVED AS TO LEGAL SUFFICIENCY:  
Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

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

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

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

## HOUSING FINANCE AUTHORITY OF LEON COUNTY

### CERTIFICATE OF APPOINTMENT

The Leon County Board of County Commissioners, on the 15th day of September 2020, reappointed **Thomas H. Lewis** to the Housing Finance Authority of Leon County for a term of four years to expire on September 30, 2024.

This Certificate of Appointment shall be filed with the Clerk of the Circuit Court of Leon County pursuant to Florida Statutes, Part IV of Chapter 159, Section 159.605, as amended, and shall be conclusive evidence of the due and proper appointment of the member.

LEON COUNTY, FLORIDA

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

Bryan Desloge, Chair  
Board of County Commissioners

APPROVED AS TO LEGAL SUFFICIENCY:  
Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

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

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

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

## HOUSING FINANCE AUTHORITY OF LEON COUNTY

### CERTIFICATE OF APPOINTMENT

The Leon County Board of County Commissioners, on the 15th day of September 2020, reappointed **Michael J. Rogers** to the Housing Finance Authority of Leon County for a term of four years to expire on September 30, 2024.

This Certificate of Appointment shall be filed with the Clerk of the Circuit Court of Leon County pursuant to Florida Statutes, Part IV of Chapter 159, Section 159.605, as amended, and shall be conclusive evidence of the due and proper appointment of the member.

LEON COUNTY, FLORIDA

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

Bryan Desloge, Chair  
Board of County Commissioners

APPROVED AS TO LEGAL SUFFICIENCY:  
Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

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

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

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

**From:** [Mary Smach](#)  
**To:** [Mark Hendrickson](#)  
**Subject:** RE: HFA Reappointment  
**Date:** Thursday, July 9, 2020 2:39:45 PM  
**Attachments:** [image468743.png](#)

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Thanks Mark.

Mary



## COVID-19 Community Update

STAY INFORMED. BE PREPARED.

[CLICK HERE](#)

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**From:** Mark Hendrickson <mark@thehendricksoncompany.com>  
**Sent:** Thursday, July 9, 2020 2:08 PM  
**To:** Mary Smach <SmachM@leoncountyfl.gov>  
**Cc:** Shington Lamy <LamyS@leoncountyfl.gov>; Matthew Wyman <WymanM@leoncountyfl.gov>  
**Subject:** RE: HFA Reappointment

There have been 37 HFA meetings during the current terms of the three members

Marnie George, 23 attended, 13 excused, 1 unexcused absence

Tom Lewis, 34 attended, 2 excused, 1 unexcused absence

Mike Roger, 35 attended, 1 excused, 1 unexcused absence

FYI, all of Ms. George's absences involved the legislative session, where she is a lobbyist. She is a great member and the Board thinks highly of her—electing her as Chair for 2020.

Mark Hendrickson  
1404 Alban Avenue  
Tallahassee, FL 32301  
850.671.5601  
[mark@thehendricksoncompany.com](mailto:mark@thehendricksoncompany.com)





**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
HOUSING FINANCE AUTHORITY OF LEON COUNTY**

**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> Mr. Thomas Harvey Lewis		<b>Date:</b> 7/9/2020 5:45:55 PM	
<b>Home Address:</b>	7099 Ox Bow Road Tallahassee, FL 32312	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	No
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 228-9756	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	nupe1963@aol.com	<b>How many years have you lived in Leon County?</b>	35

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Retired	<b>Work</b>	
<b>Occupation:</b>	Director Community and Economic Development	<b>Address:</b>	N/A Tallahassee, FL 32312
<b>Work/Other Phone:</b>	(850) 893-0991		

**(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>	Black or African American	<b>Gender:</b>	M	<b>Age:</b>	75
<b>District:</b>	District IV	<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>	Brenda Tanner	<b>Name:</b>	William Proctor
<b>Address:</b>	300 Adams Street Tallahassee, Florida 32301	<b>Address:</b>	County Office Building Fifth Floor
<b>Phone:</b>	(850) 545-4943	<b>Phone:</b>	(850) 322-9671

**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? **Leon County Housing Finance Agency**

Have you served on any previous Leon County committees?\* **Yes**

If Yes, on what Committee(s) have you served? **Leon County Housing Finance Agency**

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 may not be an officer or employee of the County.**

Are you an officer or employee of Leon County? **No**

**No less than four members shall be knowledgeable in one of the following fields. Please indicate your area of expertise.**

☐ Labor

☒ Finance

Please explain: **As the former Director of Community and Economic Development for the City of Tallahassee I was responsible for directing the revitalization of tallahassee's Frenchtown Community. I put together the construction and sale of affordable housing developments. I engineered the construction of the Renaissance Center Office building. I have been involved in housing and community revitalization for over 40 years**

☐ Commerce

**Members on this Authority must file a Financial Disclosure Form #1 from the Florida Commission on Ethics, per State Statute 112.3145. Financial Disclosure Information - Ethics**

Are you willing to file a Financial Disclosure Form? **Yes**

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

Signature: *Mr. Thomas Harvey Lewis*

The application was electronically sent: 7/9/2020 5:45:55 PM

Thomas H. Lewis has over 43 years of experience in the field of community revitalization, economic development and affordable housing. Retired from the City of Tallahassee, Florida where for 15 years he served as the Director of the Department of Neighborhood and Community Services and the Director of the Department of Economic and Community Development he has extensive State and Federal program grant administration. During his tenure the city of Tallahassee made major strides in the effective utilization of State and Federal funding for the economic development and revitalization of its urban core low-income neighborhoods. He has specific experience in the preparation of the applications for and the administration of the following grants and other community revitalization funding sources:

- Community Development Block Grant
- Section 108 Loan Application
- CDBG Economic Development Initiative Grant
- HOME Program Administration
- State SHIP Program
- Community Development Corporation Development and Funding CHDO and CBDO certification
- SAIL Program Grant Administration
- Economic Development Administration Infrastructure Grants
- Community Contribution Tax Credit Program
- State Enterprise Zone Program
- CRA/Tiff Creation and Program Development
- Business Façade Enhancement Grants
- State Historic Restoration and Preservation Grants
- State Housing Finance Agency Housing PLP Loan Program
- Neighborhood Stabilization Program: Acquisition, Rehab and Sale
- Federal Homeless Assistance Grants
- New Market Tax /Credit Applications
- Health and Human Services Funding for OCS Economic Development Grants
- Affordable Housing Trust Fund Administration
- Rental-Rehab Program Administration
- Provided Local Contribution Requirement for Housing Tax Credit Applications
- Farmer Home Administration Housing and Economic Development Programs
- May want to highlight your oversight of code enforcement activities this will help if Taylor has Blight areas.

In addition to the above service with the City of Tallahassee he is a graduate of Kentucky State University with a BS Degree in Accounting and Economics. He has a Master's Degree in Urban and Regional Planning from the University of Pittsburgh. He has served as the Chief of the Bureau of Housing for the State of Florida's Department of Community Affairs, the Assistant Dean of the School of Business and Industry at Florida A&M University, the Regional Representative for the Secretary of the Department of Transportation for the Southeast region of the United States, the Deputy Director of Economic Development for the City of Detroit, and the Director of Housing for the City of Detroit.



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
HOUSING FINANCE AUTHORITY OF LEON COUNTY**

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Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mr. Michael John Rogers		<b>Date:</b> 7/10/2020 2:28:09 PM	
<b>Home Address:</b>	10175 wadesboro Rd Tallahassee, FL 32317	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	No
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 566-2560	<b>Do you own property in the Tallahassee City Limits?</b>	No
<b>Email:</b>	mike@southernadvocacygroup.com	<b>How many years have you lived in Leon County?</b>	57

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Self	<b>Work</b>	
<b>Occupation:</b>	Consultant / Lobbyist	<b>Address:</b>	10175 Wadesboro Rd Tallahassee, FL 32317
<b>Work/Other Phone:</b>	(850) 566-2560		

**(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>	M	<b>Age:</b>	57
<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>	Thom Robinson	<b>Name:</b>	
<b>Address:</b>	4296 Whispering Oaks Dr Tallahassee, 32309	<b>Address:</b>	
<b>Phone:</b>	(850) 544-7336	<b>Phone:</b>	

<b>Resume Uploaded?</b>	No
<p>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.</p>	

**(COMMITTEE QUESTIONNAIRE)**

## IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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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? *Housing Finance Authority of Leon County*

Have you served on any previous Leon County committees?\* **Yes**

If Yes, on what Committee(s) have you served? *Climate Action 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 may not be an officer or employee of the County.**

Are you an officer or employee of Leon County? **No**

**No less than four members shall be knowledgeable in one of the following fields. Please indicate your area of expertise.**

- ☐ Labor
- ☐ Finance
- ☐ Commerce

**Members on this Authority must file a Financial Disclosure Form #1 from the Florida Commission on Ethics, per State Statute 112.3145. Financial Disclosure Information - Ethics**

Are you willing to file a Financial Disclosure Form? **Yes**

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

Signature: *Mr. Michael John Rogers*

The application was electronically sent: 7/10/2020 2:28:09 PM



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
HOUSING FINANCE AUTHORITY OF LEON COUNTY**

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Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mrs. Marnie Law George		<b>Date:</b> 7/21/2020 5:03:28 PM	
<b>Home Address:</b>	413 South Ride Tallahassee, FL 32303	<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) 510-8866	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	marnie.george@bipc.com	<b>How many years have you lived in Leon County?</b>	41

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Buchanan Ingersoll & Rooney	<b>Work Address:</b>	101 North Monroe Street Suite 1090 Tallahassee, FL 32303
<b>Occupation:</b>	Consultant		
<b>Work/Other Phone:</b>	(850) 681-4228		

**(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>	63
<b>District:</b>	District III	<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>	Karen Moore	<b>Name:</b>	Michael Harrell
<b>Address:</b>	2011 Delta Boulevard, Tallahassee, FL 32303	<b>Address:</b>	101 North Monroe Street, Suite 1090, Tallahassee, FL 32301
<b>Phone:</b>	(850) 224-0174	<b>Phone:</b>	(850) 681-0411

**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. It would be an honor to continue to serve on the Housing Finance Authority of Leon County.

My bio is attached. Please let me know if you have any additional questions.

Thank you.

**(COMMITTEE QUESTIONNAIRE)**



## IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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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? **Housing Finance Authority of Leon County**

Have you served on any previous Leon County committees?\* **Yes**

If Yes, on what Committee(s) have you served? **Housing Finance Authority of Leon County**

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**

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Are you an officer or employee of Leon County? **No**

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- ☐ Labor
- ☐ Finance
- ☐ Commerce

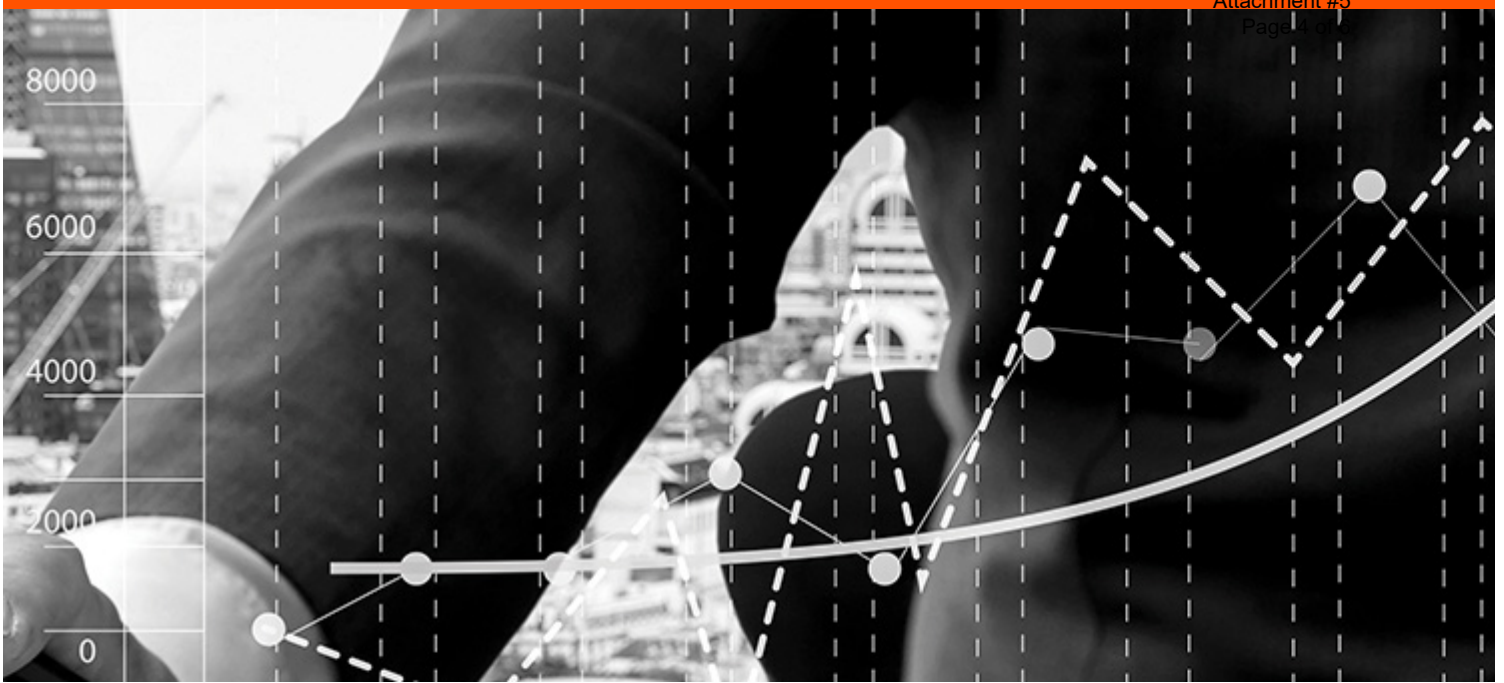
**Members on this Authority must file a Financial Disclosure Form #1 from the Florida Commission on Ethics, per State Statute 112.3145. Financial Disclosure Information - Ethics**

Are you willing to file a Financial Disclosure Form? **Yes**

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

Signature: *Mrs. Marnie Law George*

The application was electronically sent: 7/21/2020 5:03:28 PM



# Buchanan Experience



## Marnie George

Senior Advisor - Government Relations

Email: [marnie.george@bipc.com](mailto:marnie.george@bipc.com)

p: 850 681 4228 Tallahassee, FL

m: 850 510 8866

Marnie George is a government affairs professional with more than 25 years of experience in Florida, including lobbying the Florida legislature, state agencies, the Florida cabinet and executive branch on behalf of state and national organizations.

She has experience working with the legislative process and holds a reputation for honesty and integrity with the many bipartisan relationships with staff and elected officials on numerous issues that she has developed.

Prior to joining Buchanan, Marnie was the founder of The George Group – a public affairs consulting firm representing state and national clients, including AAA Auto Club South, a three-million-member organization in Florida, the National Safety Council, Ford Motor Company, Habitat for Humanity of Florida and the Florida Chapter of the American College of Cardiology. During this time, she received national recognition for her years of work on safety legislation and awareness, earning the State Highway Safety Champion Award for Florida—from the Advocates for Highway and Auto Safety.

She previously served as legislative affairs director for the Department of Business Regulation and started the agency's public information office serving as agency spokesperson while heading up the legislative office. She was selected by the Executive Office of the Governor to join the start-up team of the Florida Lottery as legislative affairs manager. Later, the Lottery secretary tapped her to also manage the affairs of the Florida Lottery Commission and was named top employee with superior service for her work.

## Related Services & Industries

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### GOVERNMENT RELATIONS & PUBLIC POLICY

## Education

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Converse College, B.S., Political Science

## Affiliations

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Board Member; Marketing Committee, Co-Chair, **State Law Resources, Inc.**

Leadership Tallahassee, Class 18

The Bolles School Board of Visitors

Member, National Society of Colonial Dames of America

## Civic & Charitable

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President, Durward Neighborhood Association

Sustaining Member, Tallahassee Junior League

## Related Keywords

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**REGULATORY & GOVERNMENT**

**STATE GOVERNMENT RELATIONS**



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
SCIENCE ADVISORY COMMITTEE**

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<b>Name:</b> Ms. Puja Jasrotia		<b>Date:</b> 7/28/2020 3:58:20 PM	
<b>Home Address:</b>	3114 Dunbar Ln Tallahassee, FL 32311	<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) 345-9051	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	pujajasrotia@gmail.com	<b>How many years have you lived in Leon County?</b>	17

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Florida Department of Environmental Protection	<b>Work Address:</b>	2600 Blairstone Rd Tallahassee, FL 32311
<b>Occupation:</b>	Environmental Administrator		
<b>Work/Other Phone:</b>	(850) 245-8175		

**(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>	Asian	<b>Gender:</b>	F	<b>Age:</b>	44
<b>District:</b>	District I	<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>	Amanda Dorsett	<b>Name:</b>	Kim Ross
<b>Address:</b>	836 N. Forest Drive, Tallahassee, FL-32303	<b>Address:</b>	603 N MLK Jr Blvd, Tallahassee, FL 32303
<b>Phone:</b>	(850) 284-6902	<b>Phone:</b>	(850) 766-1300

<b>Resume Uploaded?</b>	Yes
<p>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.</p>	

**(COMMITTEE QUESTIONNAIRE)**

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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? **Science Advisory Committee**

Have you served on any previous Leon County committees?\* **No**

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**

The members of the Science Advisory Committee are scientists or individuals who can comprehend qualitative or quantitative information on matters being discussed by the Committee, with a preference towards credentialed scientists.

Are you a credential Scientist? **Yes**

Please explain: **I have a MS in Soil and Water Science from University of Florida and a Ph.D. in Biogeochemical Oceanography from Florida State University. I possess 15 years of experience in environmental molecular microbiology and biogeochemistry in the Florida State university system (FSUS) and approximately 7 years of experience in state-department laboratories, such as the Department of Environmental Protection (DEP).**

Are you able to comprehend the qualitative or quantitative information on matters discussed by the Science Advisory Committee? **Yes**

If Yes, please explain:

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

Signature: **Ms. Puja Jasrotia**

The application was electronically sent: **7/28/2020 3:58:20 PM**

## **Puja Jasrotia**

Environmental Administrator  
Biology Program, DEP Laboratories  
Florida Department of Environmental Protection

## **Contact:**

Phone: 850-345-9051  
E-mail: puja.jasrotia@gmail.com

## **EDUCATION**

---

PhD, Biogeochemical Oceanography Spring 2016  
Florida State University, Tallahassee, Fl.  
Dissertation: Denitrification in the Uranium and Nitrate-Contaminated Terrestrial Subsurface

MS, Soil and Water Science Summer 2005  
University of Florida, Gainesville, Fl.  
Thesis: Characterization of nitrogenase gene distribution and activity in WCA-2A Periphyton

## **PROFESSIONAL EXPERIENCE**

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**Environmental Manager**, Molecular Biology and Taxonomy workgroups, DEP 2019- present

- Supervise Molecular Biology and Taxonomy laboratory and staff.
- Oversees DEP labs microbial source tracking and algal bloom response teams.
- Serves as a program lead on biological assessment activities, including project design and evaluation, sampling efforts, compilation of data sets, biological community statistical analyses, evaluation of stressors, and development of assessment methodologies.
- Assists in the specification of quality assurance (QA) objectives, including review of the Laboratory's Quality Manual and development of Standard Operating Procedures (SOPs).
- Provides consulting services and technical evaluations to agency program staff as needed.
- Ensures that program funds, equipment and supplies are efficiently and effectively utilized.

**Environmental Manager**, Molecular Biology and Toxicity workgroups, DEP 2017- 2019

- Supervise Molecular Biology and Toxicity laboratory and staff.
- Ensure all quality assurance (QA) objectives are met for both molecular biology and toxicity workgroups including lab analyses being performed according to SOPs and TNI/NELAC guidelines for Toxicity workgroup.
- Develop team building, training and professional growth activities for lab staff of 8.
- Manage microbial source tracking projects.
- Authorize biology results in LIMS at test, job, event and certify final reports for molecular and other groups in Biology section.
- Perform data validation and addition of new molecular markers.
- Schedule and approve RQs in LIMS.
- Serve as technical expert for Department on molecular biology, microbial source tracking.
- Write and review technical reports.
- Participate in afterhours laboratory freezer/ refrigerator alarm monitoring.

**Environmental Consultant**, Biology section, Florida DEP 2015-2017

- Evaluate new molecular methods for their usefulness in support of FDEP programs and provide assistance to develop and implement new molecular methods and markers



- Participate in providing technical expertise in the development of molecular source tracking projects and in the interpretation of results for customers.
- Train lab staff on QA/QC, lab techniques and LIMS.
- Molecular analysis of environmental samples and upload data to LIMS.

**OPS Environmental Consultant, Biology section, Florida DEP** 2014-2015

- Analysis of environmental samples for microbial source tracking.
- Preparation, extraction and analysis of samples using molecular qPCR techniques.
- Review and upload data to Laboratory Information Management System (LIMS).
- Write and update develop Standard Operating Procedures (SOPs).
- Evaluate and develop new molecular methods based on program objectives.
- Train coworkers on laboratory procedures and molecular techniques.

**Senior Laboratory Technician**

Aquatic Sciences and microbial ecology lab, Florida A&M University 2005-2007

- Maintained TOC analyzer, biogeochemical lab.
- Trained 5 students and 1 post-doctoral associate on lab techniques, including fieldwork and analysis.
- Maintenance, and calibration of lab equipment, media preparation, inventory and ordering.
- Writing SOPs and maintain QA/QC test procedures for lab equipment and analyses.
- Participated in research sampling cruises.

**Research Technician**

Molecular Microbial Ecology lab, University of Florida 2002-2003

- Sampling, extraction, cloning and sequence analysis of sediment samples using PCR and RFLP.
- Media preparation (aerobic/anaerobic), maintenance and calibration of lab equipment.
- Provide support to senior graduate students and post-doctoral associates in experiments, data analysis using molecular software and prepare reports using MS Office applications.
- Update and add molecular and analysis techniques to the laboratory Standard Operating Procedures (SOPs).

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**INTERNSHIP**

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**Program Director, ReThink Energy Florida** April 2014 - June 2014

- Supervise the program division of the organization to ensure the arrangement of community events.
- Conduct performance evaluations and establish goals for interns in program division.
- Plan and organize the logistics for the 2014 Energy Ball and Energy Camp.

**Outreach coordinator, ReThink Energy Florida** January 2014 - March 2014

- Presented talks/hands on demonstrations on solar energy.
- Directed and managed program activities, such as outreach and fundraising.
- Planned and organized the first Energy Whiz Olympics, 2013 for grade 3-12 students, in partnership with FDACS's Energy Office.

## **PROFESSIONAL HONORS AND AWARDS**

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- 2018 – Featured in “Women in STEM”, a showcase of Women scientists in Department of Environmental Protection.
- 2014 - Jasrotia et al., (2014) 80:1810-1820, AEM; selected by the editors of Applied and Environmental Microbiology for inclusion in "Spotlight," a feature in the Journal highlighting research articles deemed of significant interest.
- 2011 - Student Travel Grant winner, General meeting of American Society for Microbiology, New Orleans, LA
- 2009 & 2010 - Student Travel Fellowship winner, Department of Energy – Subsurface Biogeochemical Research Annual PI meeting, Lansdowne, VA

## **MANAGEMENT SKILLS**

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- Staff management and team building
- Conflict management and resolution
- Performance goal development
- Project and budget planning and management
- QA/QC development
- Initiate and manage multi-disciplinary teams
- Data analysis, interpretation and validation
- Decision making and problem solving
- Leadership skills

## **LABORATORY/ TECHNICAL SKILLS**

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- Nucleic acid (DNA and RNA) isolation, purification and quantification
- PCR, RT-PCR, DNA fingerprinting techniques such as TRFLP, ARISA
- Developing, optimizing and validating qPCR assays (TaqMan and SYBR)
- Next Generation sequencing and phylogenetic analyses
- Biogeochemical analyses (Organic and inorganic nutrients, TOC/TN, dissolved oxygen)
- Analyze, record, and communicate test results in a timely manner
- Operate, calibrate and perform routine maintenance on lab equipment
- **Software**: LIMS, SharePoint, Proficient in MS Office (Word, Excel, PowerPoint, Access), Google Docs, EndNote, SAS, PRIMER 6, SIGMAPLOT and XLSTAT

## **TEACHING EXPERIENCE**

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### **Florida State University**

Environmental Science Capstone

Spring 2014

Elementary Oceanography

Fall 2012, Spring 2013

Principles of Oceanography (Guest Lecture)

Spring 2012

### **University of Florida**

Soil Microbial Ecology

Fall 2004

## PUBLICATIONS

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- **Jasrotia, P.**, Green, S.J., Canion, A., Overholt, W.A., Wafula, D., Hubbard, D., Prakash, O., Watson, D.B., Schadt, C.W., Brooks, S.C., and J.E. Kostka. 2014. Fungal Communities in a Uranium-Contaminated Subsurface Environment and Determination of Potential Denitrification Rates. **Applied and Environmental Microbiology** 80:1810-1820.
- Green, S.J., Prakash, O., **Jasrotia, P.**, Overholt, W.A., Cardenas, E., Hubbard, D., Tiedje, J.M., Watson, D.B., Schadt, C.W., Brooks, S.C., and J.E. Kostka. 2012. Denitrifying bacteria from the genus *Rhodanobacter* dominate bacterial communities in the highly contaminated subsurface of a nuclear legacy waste site. **Applied and Environmental Microbiology** 78:1039-1047.
- Lewis, D.E., Chauhan, A., White, JR., Overholt, W.A., Green, S.J.G., **Jasrotia, P.**, Wafula, D., and C. Jagoe. 2012. Microbial and Geochemical Assessment of Bauxitic Un-mined and Post-mined Chronosequence Soils from Mocho Mountains, Jamaica. **Microbial Ecology** 64:738–749.
- Prakash, O., Green, S.J., **Jasrotia, P.**, Overholt, W.A., Canion, A., Watson, D.B., Brooks, S.C., and J.E. Kostka. 2012. Description of *Rhodanobacter denitrificans* sp. nov., isolated from nitrate-rich zones of a contaminated aquifer. **International Journal of Systematic and Evolutionary Microbiology** 62:2457-2462.
- Green, S.J., Prakash, O., Gihring, T.M., Akob, D.M., **Jasrotia, P.**, Jardine, P.M., Watson, D.B., Brown, S.D., Palumbo, A.V., and J.E. Kostka. 2010. Denitrifying bacteria isolated from terrestrial subsurface sediments exposed to mixed-waste contamination. **Applied and Environmental Microbiology** 76:3244-3254.
- **Jasrotia, P.**, and A.V. Ogram. 2008. Diversity of *nifH* genotypes in floating periphyton mats along a nutrient gradient in the Florida Everglades. **Current Microbiology** 56:563-568.

## SELECTED SCIENTIFIC TALKS AND POSTER PRESENTATIONS

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- **Jasrotia, P.**, 2017. Wastewater treatment study: Design and Preliminary results. DEAR Division Meeting, Tallahassee, FL. **Talk**
- **Jasrotia, P.**, Matthews, D., Wolfe, L., Whiting, D. 2016. Evaluation of PMA-qPCR for Quantitative Differentiation of Live Human-associated Bacteroidales for Water Quality Monitoring. Water Microbiology Conference, UNC Chapel Hill, NC. **Talk**
- **Jasrotia, P.**, Overholt, W.A., Green, S.J., Schadt, C.W., Watson, D.B., Brooks, S.C., and Kostka, J.E. 2011. Watershed scale fungal community characterization along a pH gradient in an aquifer co-contaminated with uranium and nitrate. 111<sup>th</sup> American Society for Microbiology Annual Meeting (ASM), New Orleans, LA. **Poster**
- **Jasrotia, P.**, Green, S. J., Overholt, W., Hubbard, D., and J. E. Kostka. 2010. Probing the denitrifying microbial community in uranium-contaminated subsurface environments with multi-faceted molecular- and cultivation-based approaches. Graduate Student Symposium, Earth Ocean & Atmospheric Science Department, Florida State University. **Talk**
- **Jasrotia, P.**, Prakash, O., Canion, A.K., Green, S.J., and Kostka, J.E. 2010. Isolation and characterization of acid tolerant denitrifying fungi and bacteria from the terrestrial subsurface. 110<sup>th</sup> American Society for Microbiology Annual Meeting (ASM), 2010. San Diego, CA **Poster**

- **Jasrotia, P.**, Green, S.J., Akob, D.M., Sul, W.J., Tiedje, J.M., Jardine, P.M., Watson, D.B., and Kostka, J.E. 2009. Profiling of microbial community structure across physico-chemical gradients using deep sequencing in the uranium-contaminated subsurface. 4<sup>th</sup> Annual DOE-SBR Principal Investigator Meeting, Landsdowne, VA. *Poster*
- **Jasrotia, P.**, Canion, A., Prakash, O., Green, S.J., and Kostka, J.E. 2009. Isolation and characterization of denitrifying fungi and bacteria from low pH, nitrate- and uranium-contaminated groundwater. 4<sup>th</sup> Annual Student Symposium, The Thalassic Society & The Departments of Geological Sciences, Meteorology, and Oceanography, Florida State University. *Talk*
- **Jasrotia, P.**, Ogram, A.V., and Reddy, K.R. 2004. Characterization of nitrogen fixing periphyton microbial communities in the Florida Everglades. 104<sup>th</sup> General Meeting of American Society for Microbiology (ASM), New Orleans, LA. *Poster*

Leon County

### ***Citizen Committee Attendance Report***

**Committee Name:** Science Advisory Committee Meeting

**Committee Staff Contacts:** John Kraynak, Director, Environmental Compliance, 606-1300, Amy Thrailkill, AAV, Committee Secretary, 606-1300

<b>Citizen Appointee</b>	<b>Appointed By</b>	<b>10/4/19</b>	<b>11/1/19</b>	<b>12/6/19</b>	<b>1/10/20</b>	<b>2/7/20</b>	<b>3/6/20</b>	<b>4/3/20</b>	<b>5/1/20</b>	<b>6/5/20</b>	<b>7/3/20</b>
Puja Jasotia	Jimbo Jackson	MC	MC	MC	A/E	MC	MC	MC	MC	MC	MC

*X – Member in attendance.*

*A – Member absent*

*A/E – Member absent/excused*

*MC – Meeting cancelled*

*TE- Term Expired*

**Additional Information or Remarks:**

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

# Leon County Board of County Commissioners

## Agenda Item #5

September 15, 2020

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

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

**Title:** Florida Association of Counties 2021 Legislative Policy Platform Proposal – Food Insecurity

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

### **Statement of Issue:**

This item seeks Board support of the legislative policy platform proposal regarding food insecurity submitted by Commissioner Minor for consideration during the Florida Association of Counties (FAC) Innovation & Policy Conference.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Support the legislative policy platform proposal regarding food insecurity submitted by Commissioner Minor for consideration during the Florida Association of Counties (FAC) Innovation & Policy Conference (Attachment #1).

## **Report and Discussion**

### **Background:**

This item seeks Board support of the legislative policy platform proposal regarding food insecurity submitted by Commissioner Minor for consideration during the Florida Association of Counties (FAC) Innovation & Policy Conference (Attachment #1). During the conference, each submitting county will be required to present their policy proposal to the assigned policy committee and must indicate whether the policy proposal has support from the county's commission or regional authority, as applicable. FAC has vetted and recommended this policy proposal for adoption by the Agriculture & Rural Affairs Committee (Committee).

Annually, FAC hosts the Innovation & Policy Conference and Legislative Conference to develop and finalize FAC's legislative policies for the upcoming legislative session. The Innovation & Policy Conference, which will take place virtually on September 9-10, 2020, will highlight several policy issues facing counties across the State that will be debated and discussed to determine FAC's policy positions for the upcoming legislative session. As part of the legislative development process, FAC invites members to submit policy proposals addressing an issue of significant and widespread impact to be considered by the assigned legislative policy committee during the conference (Attachment #2).

### **Analysis:**

Consistent with FAC's legislative policy development process, Commissioner Minor submitted the following policy platform proposal regarding food insecurity for addition to FAC's Guiding Principles. The full background, analysis, and fiscal impact of the proposal is provided in Attachment #1.

“The Florida Association of Counties supports increased state funding and policies that reduce food insecurity among Floridians, in order to: 1) increase the health and productivity of those currently without consistent access to healthy food, 2) consequently reduce the demand for public health and human services, 3) improve the financial security of those in need, and 4) accelerate the recovery and increase the resiliency of Florida's economy in the aftermath of the COVID-19 pandemic.”

This item seeks Board support of the legislative policy platform proposal regarding food insecurity submitted by Commissioner Minor for consideration during FAC's Innovation & Policy Conference. Each submitting county will be required to present its policy proposal to the assigned policy committee and must indicate whether the policy proposal has support from the county's commission or regional authority, as applicable. FAC has vetted and recommended the policy proposal for adoption by the Committee. Upon approval, the Board's support of the policy proposal will also be indicated during the presentation to the Committee. Staff will present an update on FAC's full recommended policy platform as part of the 2021 State and Federal Legislative Priorities Workshop on October 27, 2020.



**Options:**

1. Support the legislative policy platform proposal regarding food insecurity submitted by Commissioner Minor for consideration during the Florida Association of Counties (FAC) Innovation & Policy Conference (Attachment #1).
2. Do not support the legislative policy platform proposal regarding food insecurity submitted by Commissioner Minor for consideration during the Florida Association of Counties (FAC) Innovation & Policy Conference.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Food Insecurity Policy Platform Proposal
2. FAC Legislative Policy Development Process

## **ARA-PP-3: FOOD INSECURITY**

### **FAC STAFF RECOMMENDATION: ADOPT**

#### **PROPOSED POLICY:**

Proposal to add the following Guiding Principle: The Florida Association of Counties supports increased state funding and policies that reduce food insecurity among Floridians, in order to: 1) increase the health and productivity of those currently without consistent access to healthy food, 2) consequently reduce the demand for public health and human services, 3) improve the financial security of those in need, and 4) accelerate the recovery and increase the resiliency of Florida's economy in the aftermath of the COVID-19 pandemic.

#### **BACKGROUND:**

For many years, the Governor and Florida Legislature have provided much-needed funding to the Feeding Florida food bank network to support its anti-hunger efforts during 'blue skies' (normal operations) as well as 'grey skies' (in response to disasters and emergencies). But to date, no state funding has been designated to address the surge in food insecurity that has occurred since the pandemic began. The federal CARES Act provided much-needed funding for some of the state's regional food banks. In Leon County, for instance, the County Commission allocated \$3.3 million to Second Harvest of the Big Bend for the expansion of child nutrition programs, senior grocery food boxes, and other programs. All CARES Act funds, however, must be expended by December 31, 2020 and to date there is no subsequent federal legislation to assist states once these resources are exhausted. And yet, helping the most vulnerable Floridians rebound quickly from a disaster (whether a hurricane or a pandemic) is a robust approach to accelerating the state's economic recovery, as well as increasing resilience to any future economic shocks.

One of the fastest, most cost-effective ways to help those in need is to provide them with consistent access to healthy meals. Doing so provides benefits to those individuals as well as to our state and local governments. With greater access to nutritious food, Florida's most vulnerable population will be healthier, thus reducing the state's public healthcare and human services costs. Also, by enabling low-income families and individuals to shift more of their income from food toward other necessities like rent, utilities and transportation, Florida will experience an accelerated, more resilient economic recovery after the pandemic.

#### **ANALYSIS:**

Prior to the pandemic, 2.77 million Floridians were food insecure; 800,000 of those were children. (Source: <https://www.feedingflorida.org/staying-informed/hunger-food-insecurity>. Retrieved 8/9/20.) Unfortunately, the pandemic has made the problem much worse. Food insecurity has surged since the arrival of COVID-19, with an additional 1.2 million Floridians lacking access to healthy food. The state now

has 3.97 million people who are food insecure – an increase of 43% in just the past few months. Every county in the state has been negatively affected. In Leon County, for example, food insecurity has increased 44% since the pandemic began. More than 27% of the county's total population is now food insecure, as are 30% of the county's children. Research shows that food insecurity has a significant, measurable effect on a person's health (Source: <https://afmc.org/afmc-healthspot/what-does-hunger-cost/>. Retrieved 8/9/18.): - Children who struggle to get enough to eat are more likely to be obese and have problems in school and other social situations. - Seniors who are food insecure are 50% more likely to have diabetes, 60% more likely to have heart disease, and 30% more likely to have at least one physical impairment. With the socioeconomic impact of the COVID-19 pandemic likely to extend beyond CY2021, Florida's food insecure population is likely to experience even greater hardship. This, in turn, will hinder their own financial recovery as well as that of the entire state.

**FISCAL IMPACT:**

The fiscal impact will depend on the level of state funding allocated and/or the cost of the policy adopted to reduce food insecurity. However, the economic benefits of such an investment will be significant to low-income Floridians, and the investment will accelerate the state's economic recovery after the pandemic.

**SUBMITTING COUNTY AND CONTACT:** Leon; [MinorR@leoncountyfl.gov](mailto:MinorR@leoncountyfl.gov), 850-445-1914

**ASSIGNED COMMITTEE:** ARA

**BOARD SUPPORT:** This policy proposal will be submitted to the Leon County Commission for its approval at its next meeting, scheduled for Tuesday, September 15, 2020.



## **FAC Legislative Policy Development Process**

*As of June 10, 2020*

The Florida Association of Counties has a deliberative, consensus-built policy development process. The goal is to solicit and develop policy statements on legislative issues affecting county government. Through participation in legislative policy committees and caucuses, county officials identify, discuss, and ultimately vote on issues to be in FAC's Legislative Program. Each policy committee and caucus has one presidentially-appointed Chair and Vice Chair as well as a number of volunteer Policy Leaders. The FAC annual Legislative Program is comprised of two parts: Guiding Principles (which are effective from year to year, unless modified at the Closing Session of the Legislative Conference) and Policy Positions (which are effective for one year, from Closing Session the Legislative Conference to the next).

### **FAC Legislative Policy Committees:**

- Finance, Tax, & Administration (FTA)
- Health, Safety, & Justice (HSJ)
- Water & Environmental Sustainability (WES)
- Agriculture & Rural Affairs (ARA)
- Community & Urban Affairs (CUA)
- Federal (Fed)

### **FAC Legislative Caucuses:**

- Urban
- Rural

### **Policy Committee Roles and Responsibilities**

- FAC policy committees are referred to as "committees of the whole," meaning that any FAC member county commissioner can volunteer (no later than May 15 of any year) to serve on any and all policy committees and that committee participation is open to any interested county commissioner who is in attendance at the policy committee meetings that take place during conferences.
- Any volunteers seeking to serve as a Policy Leader after August 1 of any given year, must notify the Chair and Vice Chair of the desired appointment. The Chair and Vice Chair of that committee will then petition the President for acceptance or denial of that request. Only Policy Leaders, the Chair, and Vice Chair have voting privileges in their respective committees. Newly elected commissioners may volunteer by December 31 of the year in which they are elected. The President will appoint these persons to their committees of choice. County staff persons and non-committee members are strongly encouraged to participate in the discussion and provide input but are not permitted to vote.

- Each policy committee includes one presidentially appointed Chair and Vice Chair, and several presidentially appointed Policy Leaders. These roles collectively serve as the Committee Leadership for the respective policy committees.
- Each policy committee has one FAC staff point person, who coordinates Committee Leadership calls, policy committee meetings, and provides education on issues within the committee's purview.
- The Committee Leadership of each committee will have at least one meeting via conference call prior to the Innovation & Policy Conference to discuss the policy development process and Committee Leadership expectations during that conference.
- During the Innovation & Policy Conference, the Committee Leadership, led by the committee Chair and/or Vice Chair and with support from FAC staff, will consider and make recommendations on each policy proposal submitted for consideration. The county submitting the proposal will be responsible for presenting the issue to the committee. Each county submitted proposal must indicate whether the submitting county's BoCC supports the proposal or that that proposal has regional authority support. FAC staff will present FAC-submitted proposals.

### **Procedures for Legislative Policy Development**

- Policies: Single-purpose statements addressing a specific issue or piece of legislation. Policies must address an issue of statewide, regional, or significant and widespread impact and cannot promote individual county or project appropriations. Individual counties or commissioners, or FAC staff may submit Policy Proposals.
- Guiding Principles: General policy principles of statewide importance that are relevant over several years at a time and over several individual policy issues. These statements exist automatically from year to year unless they are modified at the Legislative Conference's Closing Session by the membership.
- Policy Proposals: Proposed policies can be submitted by completing the Policy Proposal Submission Form, which is due 30 days prior to the first Legislative Executive Committee meeting of either the Innovation & Policy Conference or the Legislative Conference, whichever is sooner. Emergency submissions will be considered only upon action by the majority of the Legislative Executive Committee. Emergency submissions are those submitted after the 30 day deadline that address regulatory or legislative matters that could not have been foreseen 30 days before the conference, and are issues of a such timely nature that FAC should consider them immediately. Inaction by the submitter is not such an emergency.
- Vetting of Policy Proposals: Upon submission, FAC staff will vet proposed policies to determine whether they fall within the Policy definition criteria. Proposals that meet the definition criteria will be assigned to a policy committee. During the

Innovation & Policy Conference, Committee Leadership of each respective committee will meet to discuss the assigned proposals. At the Innovation & Policy Conference and the Legislative Conference, committees may act on policy proposals in the following ways: accept, defer, or reject. Any proposal may be modified by a committee before final action is taken.

- Voting Procedures: Each policy committee will call the meeting to order and carry out the meeting agenda. In the event that the chair is unavailable, the vice chair will preside over the meeting. Only Policy Leaders, the Chair, and Vice Chair have voting privileges. County staff persons and non-committee members are strongly encouraged to participate in the discussion and provide input but are not permitted to vote.
- Procedural Rules – The latest edition of Robert's Rules of Order as presented to the chair by FAC staff will be used to govern the conduct of committees and caucuses. The Chair of each committee will take each vote to a roll call vote unless the vote is unanimous.

### **Legislative Executive Committee (LEC)**

- The role of Legislative Executive Committee (LEC) is to provide statewide leadership during the policy development process and to approve the policy statements recommended by the respective policy committees at the end of the Legislative Conference.
- The LEC is comprised of the following members: the FAC Executive Committee; the Chairs and Vice Chairs of each policy committee; and the Chairs and Vice Chairs of the Rural and Urban Caucuses and all past presidents of the Association who are still hold office as a county commissioner.
- Policy Leaders are permitted to attend LEC meetings, but they are not permitted to vote.
- The LEC meets twice during both the Innovation & Policy Conference and the Legislative Conference, once prior to committee meetings beginning and once at the conclusion of committee work.
- At least one Chair or Vice Chair of each policy committee and caucus must attend the LEC meeting and provide a brief description of the policy proposals to be discussed at its committee meeting and the outcome of those discussions. During the first LEC meeting of each policy development conference, any policy committee chair (or vice chair if chair is absent) may claim cross jurisdiction of a policy proposal and have it heard in an additional committee. Such a claim will be effective unless the LEC votes, upon proper motion and by a major of those present, to prohibit such cross jurisdiction.
- Upon completion of the Legislative Conference policy committee work, the LEC will meet, hear reports from each policy committee chair, and act on them, in

whole or in part. The LEC must vote to recommend FAC's complete legislative policy statements and top priorities for the next legislative session. That recommendation moves to action by the full membership at the Closing Session of the Legislative Conference.

- During the course of the legislative session, the LEC meets weekly via conference call (usually on Friday mornings) and is responsible for any revision, modification, deletion or addition to the policy statements adopted by the membership and may make interim policy decisions as needed.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #6**



# Leon County Board of County Commissioners

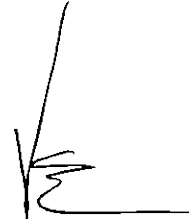
## Agenda Item #6

September 15, 2020

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

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

**Title:** Authorization to Negotiate a Development Agreement with Pepe Silvia Group, LLC and the Estate of Samuel William Crowder



<b>Review and Approval:</b>	Vincent S. Long, County Administrator Chasity H. O'Steen, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Barry Wilcox, Director, Development Support and Environmental Management
<b>Lead Staff/ Project Team:</b>	Ryan Culpepper, Director, Development Services Nawfal Ezzagaghi, Deputy Director, Environmental Services Kimberly Wood, Chief of Engineering Coordination Emily R. Pepin, Assistant County Attorney

### **Statement of Issue:**

This item seeks Board authorization to negotiate a Development Agreement to provide for the redevelopment of the 10.5-acre property (Swamp Fox Road Parcel) located on the south side of Swamp Fox Road and west of Capital Circle Southwest, in addition to the donation of a portion of a 17.6-acre property (Crowder Parcel) located adjacent to the CSX railroad and north of Hwy 20 for the establishment of a flood attenuation facility needed for the planned redevelopment.

### **Fiscal Impact:**

This item has no fiscal impact. Should the Board approve a final Development Agreement that includes the donation of property for the establishment of a flood attenuation facility, local taxpayer funds will be saved on the acquisition costs for future public infrastructure projects.

### **Staff Recommendation:**

Option # 1: Authorize the County Administrator, with the assistance of the County Attorney, to negotiate a Development Agreement with Pepe Silvia Group, LLC, and the Estate of Samuel William Crowder for the donation of property needed to establish a flood attenuation facility to support the redevelopment of the Swamp Fox Road Parcel and to address known flooding concerns in the area.

## **Report and Discussion**

### **Background:**

This item seeks Board authorization to negotiate a Development Agreement (DA) pursuant to Florida Statutes and the Land Development Code, to provide for the redevelopment of the 10.5-acre property (Swamp Fox Road Parcel) located on the south side of Swamp Fox Road and west of Capital Circle Southwest. The DA will also include the donation of a portion of a 17.6-acre property (Crowder Parcel) located adjacent to the CSX railroad and north of Hwy 20 for the establishment of a flood attenuation facility needed for the planned redevelopment.

Leon County Development Support and Environmental Management (DSEM) has received an application from Roger Wynn of Moore Bass Consulting, representing Pepe Silvia Group, LLC, and the Samuel William Crowder Estate (collectively the “Applicant”) to enter into a DA with the County for the redevelopment of Swamp Fox Road Parcel, which is located within the 100-year floodplain. The Applicant is also currently under contract to purchase the Crowder Parcel, owned by the Samuel William Crowder Estate, for the establishment of a flood attenuation facility to provide compensating flood volume for proposed fill needed to develop the Swamp Fox Road Parcel. In order to construct an offsite flood attenuation facility, the applicant is required to enter into a DA with the County. The DA would also grant the County additional property to, at its discretion, expand said facility to provide for additional flood storage which will contribute towards addressing flood issues within the Gum Creek floodplain. A location map has been provided as Attachment #1.

The Swamp Fox Road Parcel is zoned Light Industrial (M-1) and authorizes non-residential uses at an intensity of up to 50,000 square feet of gross building floor area per acre for storage areas within buildings and up to 2,500 square feet of commercial floor area per acre. The site is currently developed with approximately 55,000 square feet of warehouse floor area. The Applicant received approval by the Development Review Committee in February 2019 for an additional 68,790 square feet of warehouse square footage (LSP180038). The approved warehouse expansion included a portion of the required floodplain compensation volume to be located under one of the proposed warehouse buildings. However, the Applicant is desirous of entering into a DA with the County as an alternative to providing flood compensation within the boundaries of the proposed warehouse improvements. The DA provides the appropriate mechanism to accommodate the request to construct an off-site flood attenuation facility to provide compensating volume for the additional fill in the altered floodplain as well as to accommodate the donation of property to the County.

The process by which the County may enter into a DA is governed by Ch. 163, Florida Statutes, and Article II, Division 5, of the Land Development Code (LDC). Pursuant to the LDC, County staff is required to seek Board authorization to negotiate a DA. Following the determination by staff that the application is sufficiently complete, the LDC requires notice of the application to be mailed within seven calendar days to all property owners and registered business and homeowner associations within 800 feet of the subject property. County staff has determined that the application is sufficient, all required fees have been paid by the Applicant, and the notice requirements have been satisfied for this application.

This item does not seek Board approval of any development activity at this stage. Rather, it seeks the Board's approval, as part of the development review and approval process, to negotiate an agreement with the developer for the donation of property and the development of a flood attenuation facility. At this time, the applicant only seeks to construct the facility to address compensating flood volume for additional fill on the Swamp Fox Road Parcel. The donation of additional property to the County will provide the County the opportunity to expand the facility to address future flooding concerns in the floodplain. Any required site plan review and environmental permitting for either site will occur subsequent to approval of the proposed DA by the Board.

**Analysis:**

A Development Agreement is a tool for developers and a local government to negotiate the provision of needed infrastructure for a future development, while providing for concurrency credits to a developer for those contributions. Additionally, a DA operatively vests the development of property in the code provisions existing at the time of execution and does not require a site plan. Any required site and development plan review and environmental permitting will be conducted at a later stage in the development process.

This item seeks authorization to negotiate with Pepe Silvia Group, LLC, and the Estate of Samuel William Crowder, pursuant to Ch. 163, Florida Statutes, and Article II, Section 5 of the Land Development Code, to enter into a DA with the County to establish a flood attenuation facility to support the redevelopment of the Swamp Fox Road Parcel and donate additional property to the County. This will provide the County the ability to expand the facility for future improvements and expansion of public infrastructure currently located within the floodplain. Examples of projects could include improvement or expansion of the transfer station, improvements to Gum Road, intersection improvements to the existing state road within the floodplain, etc. To date, only conceptual negotiations have taken place in order to bring this item forward. Incorporating property donations into a DA at this time, prior to the commencement of any private development or public infrastructure, is ideal and will result in a cost savings to the taxpayer for future infrastructure needs.

The Applicant proposes to construct a flood attenuation facility on the Crowder Parcel with all necessary conveyance systems in exchange for the rights to import fill into the Swamp Fox Road Parcel to accommodate the proposed redevelopment. The size and details of such donations will be a subject of the authorized negotiations; however, the flood attenuation facility is intended to be designed with a total planned capacity to accommodate the compensating volume of the redevelopment of the Swamp Fox Road Parcel post-development condition, as well as to provide attenuation for the floodplain. Upon completion, the portion of property containing the flood attenuation facility will be conveyed to, and maintained by, the County or an alternative public entity.

The Applicant is not requesting any rezoning or other amendment as part of this DA. Future development of the Crowder Parcel and the Swamp Fox Road Parcel will be subject to the applicable provisions of the LDC which includes, but is not limited to, the Airport Vicinity (OA-

1) and Light Industrial (M-1) zoning district standards, respectively. The proposed flood attenuation facility will also be subject to compliance with the Environmental Management Act for stormwater standards.

A copy of the proposed DA is included in the application with comments from the Applicant identifying some of the items to be negotiated (Attachment #2). Exhibits A, B, B-1, C, and C-1 of the DA are also included as Attachment #3. All other exhibits will be developed and finalized through the negotiation phase. Legal descriptions for the Swamp Fox Road Parcel and the Crowder Parcel are included as Attachment #4.

Negotiation of the DA will include securing the donation of the property necessary to construct the flood attenuation facility which includes the portion to be constructed by the developer. The DA will not include any details on any required site plans, environmental permitting or provide authority to commence development. Site plan approval and environmental permitting will occur at a later stage in the development process. Separate public notice will be provided should a site and development plan be filed with Leon County.

Upon authorization by the Board, staff will conduct a review of the DA, including consistency with the Comprehensive Plan and all land development regulations, and negotiate all outstanding terms of the DA. Once the negotiation phase is complete, the DA will be brought back to the Board for consideration at two Public Hearings pursuant to Florida Statute and the LDC.

**Options:**

1. Authorize the County Administrator, with the assistance of the County Attorney, to negotiate a Development Agreement with Pepe Silvia Group, LLC, and the Estate of Samuel William Crowder for the donation of property needed to establish a flood attenuation facility to support the redevelopment of the Swamp Fox Road Parcel and to address known flooding concerns in the area.
2. Do not authorize the authorize the County Administrator, with the assistance of the County Attorney, to negotiate a Development Agreement with Pepe Silvia Group, LLC, and the Estate of Samuel William Crowder for the donation of property needed to establish a flood attenuation facility to support the redevelopment of the Swamp Fox Road Parcel and to address known flooding concerns in the area.
3. Board direction.

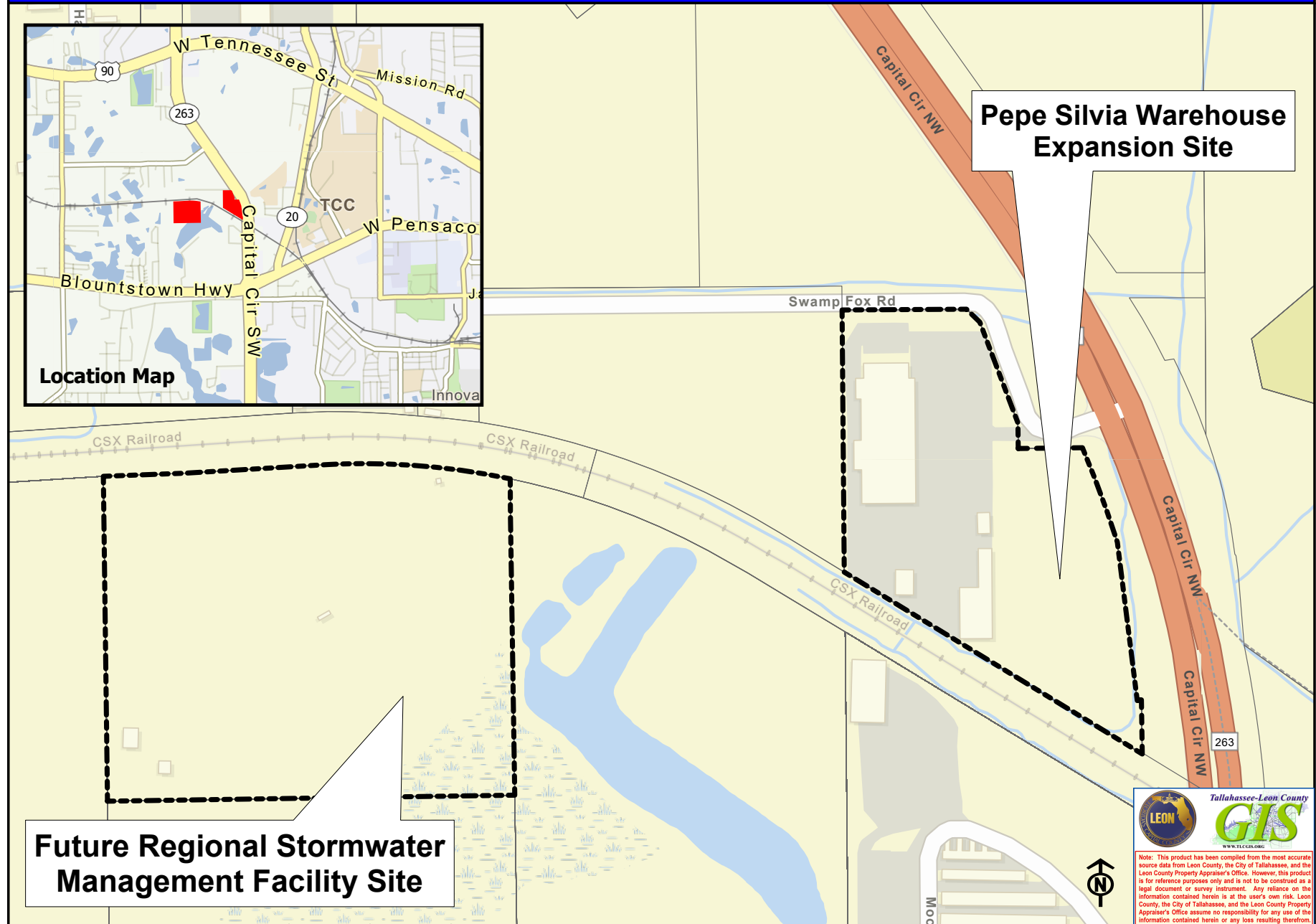
**Recommendation:**

Option #1

**Attachments:**

1. Location map
2. Application with proposed Development Agreement
3. Exhibits A, B, B-1, C and C-1
4. Legal descriptions for Swamp Fox Road and Crowder parcels

# Swamp Fox Road Development Agreement





**August 18, 2020**

**Development Agreement Narrative for Parcels 21-32-20-223-0000 and 21-32-20-220-0000**

Pepe Silvia Group, Inc., owner of Parcel 21-32-20-223-0000 (referred to in the development agreement as the Swamp Fox Road Parcel), proposes to redevelop the existing warehouse development which resides on this site. The entire site lies within the 100-year floodplain and this redevelopment will require placement of fill within portions of the 100-year floodplain to adequately floodproof buildings. The developer proposes to provide compensatory volume for fill in the 100-year floodplain at an offsite location on parcel 21-32-20-220-0000 (referred to in the development agreement as the Crowder Parcel). A portion of the Crowder Parcel lies within the same floodplain as the Swamp Fox Road Parcel and is hydraulically connected to the floodplain on the Swamp Fox Road Parcel.

The Crowder Parcel is approximately 18 acres. After the compensating volume required for the Swamp Fox Road Parcel has been constructed on Crowder Parcel, the developer proposes to transfer title of approximately 8-9 acres of the Crowder Parcel to Leon County to provide a public benefit. The development agreement proposed is intended to be the means of facilitating this property transfer to Leon County.

The Crowder Parcel is currently not subdivided and will therefore be subject to the development review process and all requirements of the Leon County Land Development Code related to subdivision of property to create a legal lot of the record that can then be transferred to Leon County. This process may include, but not necessarily be limited to, a Natural Features Inventory (NFI), Environmental Impact Analysis (EIA), Subdivision Review, and an Environmental Management Permit (EMP).

After the transfer of property described above to Leon County, approximately 9-10 acres of the Crowder Parcel will be retained by the developer. Any future development of the property retained by the developer will be subject to the Leon County Land Development Code and limited specifically to the uses, intensities, and densities outlined in the Airport Vicinity (OA-1) District, or a Planned Unit Development (PUD), or other ordinary development mechanism as allowed by the Leon County Land Development Code.



## DEVELOPMENT AGREEMENT

**THIS AGREEMENT** is entered by and between Leon County, Florida ("County"), a political subdivision of the State of Florida, and Pepe Silvia Group, LLC, a Florida company, manager or managing member of said entities (collectively referred to as "Developer").

### Recitals:

**WHEREAS**, the Developer owns that certain parcel of land, comprising 10.48 acres, lying south of Swamp Fox Road, west of Capital Circle Southwest, and north of the CSX Railroad, described in **Exhibit A** (hereinafter referred to the Swamp Fox Road Parcel); and,

**WHEREAS**, the Swamp Fox Road parcel lies wholly within Zone AE of the Flood Insurance Rate Map (FIRM) Community Number 120143 Panel 0278 Suffix F, dated August 18, 2009, with a Base Flood Elevation (BFE) of 57.0, and is designated a Special Flood Hazard Area Subject to Inundation by the 1% Annual Chance Flood (100-year flood); and,

**WHEREAS**, the Swamp Fox Road Parcel is currently developed, and the associated 100-year floodplain has been designated as Altered in accordance with the Leon County Land Development Code; and,

**WHEREAS**, the Developer desires to redevelop the Swamp Fox Road Parcel, which redevelopment will require certain fill be placed within the associated 100-year floodplain; and,

**WHEREAS**, the Leon County Land Development Code requires that any fill placed in a 100-year floodplain be compensated by removing an equal amount of earth fill from the 100-year floodplain elsewhere onsite; and,

**WHEREAS**, the developer desires to provide compensating volume at an offsite location for the fill placed onsite which is not allowed by the Leon County Land Development Code; and,

**WHEREAS**, the Developer has entered into a contract to purchase that certain parcel of land, owned by the estate of William Samuel Crowder, described in **Exhibit B** (hereinafter the Crowder Parcel); and,

**WHEREAS**, a portion of the Crowder Parcel lies within the same floodplain as, and is hydraulically connected to, the Swamp Fox Road Parcel as shown in **Exhibit B-1**.

**WHEREAS**, the Developer desires to construct a pond to provide volume on the Crowder Parcel as compensation for fill placed on the Swamp Fox Road Parcel in association with the proposed redevelopment; and,



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**WHEREAS**, in consideration for being able to provide offsite compensatory floodplain volume on the Crowder Parcel for the proposed redevelopment of the Swamp Fox Parcel, the Developer is obligated to provide a public benefit to the County; and

**WHEREAS**, the County has identified a public benefit that is realized by cooperating with the Developer to provide offsite compensatory flood volume on the Crowder Parcel; and,

**WHEREAS**, and, the public benefit is realized by fee simple conveyance to Leon County of approximately 8-9 acres, described in **Exhibit C**; and,

**WHEREAS**, and, the County and the Developer wish to participate in an agreement that would provide a public benefit to the County, and also provide the Developer with offsite compensatory volume for redevelopment of the Swamp Fox Road Parcel; and,

**WHEREAS**, this Agreement is a Development Agreement adopted pursuant to Chapter 163, Florida Statutes, and Chapter 10, Article II, Division 5 of the Leon County Code of Laws, and the powers of Leon County as a charter county.

**NOW, THEREFORE**, in consideration of the mutual promises and premises set forth herein, Leon County and the Developer (the "Parties") enter into this Development Agreement, as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference as if specifically set out.
2. Comprehensive Plan Consistency. All of the properties contemplated in this agreement are within the Suburban Future Land Use Category of the Tallahassee/ Leon County Comprehensive Plan and further implement the development patterns identified in Policy 2.2.5. The proposed uses and intensities are within the Suburban development patterns and thresholds and will locate light industrial development within the Swamp Fox Road Parcel as envisioned. The County has determined that, upon full implementation of this Agreement, the development permitted or proposed shall be consistent with the Tallahassee-Leon County Comprehensive Plan and Leon County land development regulations.

3. Property Transfer.

Property Exchange. The Developer will transfer to the County via fee simple conveyance approximately 8-9 acres as identified in **Exhibit C** with no encumbrances or title exceptions excepting for those identified in **Exhibit C-1**. The transfer of said property shall occur upon completion of the construction by Developer of the compensatory volume on the Crowder Parcel that is needed for redevelopment of the Swamp Fox Road Parcel.

- a. Developer will bear the costs of designing, surveying, engineering, permitting, conducting evaluations/investigations and cost of the





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- construction of the compensatory volume needed on the Crowder Parcel for redevelopment of the Swamp Fox Parcel.
- b. The developer may proceed with construction of the proposed improvements on the Swamp Fox Parcel and on the Crowder Parcel as soon as all required permitting has been completed.
  - c. The County shall be responsible for all remaining costs of permitting, design, and construction of any improvements needed on or for the area described in Exhibit C subsequent to the completion of construction of the facility depicted on Exhibit C-1 and transfer of title of the property identified in Exhibit C to the County or alternative public entity.
4. **General Development Requirements:** Construction of the stormwater facility on the Crowder Parcel shall be subject to the Leon County Land Development Code. Approximately 9-10 acres of the Crowder Parcel will not be transferred to Leon County. Future development of that portion not transferred will be subject to the Leon County Land Development Code and limited specifically to the uses, intensities, densities, and other development standards outlined in the Airport Vicinity (OA-1) District, or a Planned Unit Development (PUD), or other ordinary development mechanism as allowed by the Leon County Land Development Code. Legal access is provided to the Crowder parcel via the Ingress and Egress Easement recorded in Official Record Book 1719 Page 1221. Additional easement shall be conveyed to County with property transfer as necessary to provide legal access.
  5. Description of Necessary Development Permits. A Natural Features Inventory, Environmental Impact Analysis, Environmental Management Permit, and Northwest Florida Water Management District Environmental Resource Permit, and National Pollutant Discharge Elimination System Permit shall be required prior to commencement of construction of the stormwater facility on the Crowder Parcel. Subdivision of the Crowder Parcel to facilitate transfer to the County shall be subject to the County's subdivision review process. Failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.
  6. Effects of Annexation. The rights and obligations of this Agreement shall remain in full force and effect in the event that the Property, or any portion thereof, is annexed into the City of Tallahassee. The burdens and benefits of



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this Agreement shall be binding upon and shall inure to all successors in interest to the County and Owner.

7. Term. The rights and obligations under this Agreement shall run for a period of 20 years from the date of execution hereof or until such time as build out is complete, whichever occurs first.
8. Approval and Effective Date. Approval of the development agreement shall expire unless, within 30 days after approval by the Board of County Commissioners, the agreement is fully executed by all legal owners of the land covered by this Agreement. Within 14 days after the full execution of this Agreement, the County shall record this Agreement in the public records of Leon County. This Agreement shall become effective upon recordation in the public records. This development agreement does not extend the duration of permits or approvals or allow for development that is not consistent with the Leon County Comprehensive Plan and Leon County Land Development Code.
9. Applicable Law. This Agreement shall be interpreted under the laws of the state of Florida.
10. Costs and Fees. In the event of any litigation involving the terms of this Agreement or the duties or obligations of the parties, the prevailing party shall be entitled to recover its costs and expenses, including without limitation, expert fees, consulting fees and all other fees reasonably incurred, and a reasonable attorney's fee in connection therewith, whether incurred at trial or appeal.
11. Binding Effect. The rights and obligations of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their lawful heirs, successors, and assigns, and any future owners of the parcels that are described herein.
12. Severability. If any work, phrase, clause, section, or portion of this Agreement shall be held invalid by a court of competent jurisdiction, such portion or word shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement.
13. Complete Agreement. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises, or



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agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

14. Amendments. Any amendment to this Agreement shall not be binding upon the parties hereto unless such amendment is in writing and executed by all parties hereto.

15. Termination If, for any reason, closing does not occur as contemplated between the Seller and Developer, the Developer may terminate this Development Agreement. If the Developer elects to terminate, Developer will provide County with written notice and the Development Agreement will become null and void.

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have executed this Development Agreement.

LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Brian Desloge, Chairman  
Leon County Commissioners

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

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

Approved as to Form  
Leon County Attorney's Office

By: \_\_\_\_\_  
Chasity H. O'Steen  
County Attorney



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*Developer Signatures Follow on*

*Next Page Remainder of this*

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CONSULTING  
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Witnesses:

**Pepe Silva Group, LLC**

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


Lyle E. McAlister, its Manager

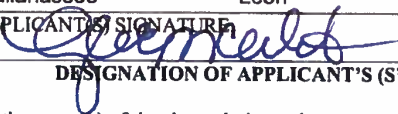


State of Florida

County of Leon


The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020  
by Lyle E. McAlister, as Manager of Pepe Silvia Group, LLC, who is ( ) personally known to  
me or ( ) produced \_\_\_\_\_ as his identification.

\_\_\_\_\_  
Notary Public, State of Florida

<p>Approved as to form: Leon County Attorney's Office Suite 217, 301 South Monroe St. Tallahassee, FL 32303</p>	 <b>Applicant's Affidavit of Ownership &amp; Designation of Agent</b>	<div style="text-align: right; border: 1px solid black; padding: 2px; float: right;">E - 1</div> <p>Leon County Board of County Commissioners</p> <p>Department of Development Support &amp; Environmental Management 435 North Macomb St. Tallahassee, FL 32301</p> <p>Phone#: (850) 606-1300 Fax#: (850) 606-1301</p>
<p>Application is hereby made to obtain approvals and permit(s) to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction and development of land in this jurisdiction.</p> <p><b>Section 10-4.201. Permit requirements</b> Section 10-4.201(a) of Leon County Code of Laws states:</p> <p>(a) <i>Environmental management permit.</i> Prior to engaging in any development activity, and prior to removing, damaging, or destroying any protected tree, the person proposing to engage in such activity and the owner of the land on which such activity is proposed to occur shall first apply for and obtain an environmental management permit, or a right-of-way placement permit, general permit, or silviculture permit, where appropriate pursuant to subsections(c), (d), or (e). For purpose of applying for and obtaining a permit, the term "owner" shall include the following: fee simple owner; easement holder; life tenant; tenant with a written lease specifically authorizing the tenant to secure permits; and federal, state, and local governmental entities and utilities with rights to entry, easements or other interests in real property.</p> <p><b>Section 10-7.107 Compliance</b> Section 10-7.107(a) &amp; (b) of Leon County Code of Laws states:</p> <p>(a) No subdivision of any lot, tract, or parcel of land shall be effected, no street, sanitary sewer, septic tank, wells, storm sewer, water main, or other facilities in connection therewith shall be laid out, constructed, opened, or dedicated for public use or travel, or the common use of occupants of buildings abutting thereon, nor site development commenced, except in strict accordance with the provisions of this article and applicable Florida Statutes.</p> <p>(b) No person, developer, applicant or any other legal entity or association shall create a subdivision of land or develop any lot within a previously approved subdivision or undertake development on a parcel anywhere in the unincorporated area of the county except in conformity with this article. No subdivision shall be platted or recorded unless such subdivision meets all the applicable county ordinances, and those of any applicable laws of the state, and has been approved in accordance with the requirements of this article.</p> <p><b>In order for this application to be considered complete, the applicant must sign and date this affidavit of ownership in the presence of a Notary Public.</b></p>		
<p><b><u>Deed Restrictions and Covenants</u></b> Prior to pursuing an environmental permit application, applicants should review any Deed Restrictions and/or Covenants which may apply to a particular site. Applicants should be aware that Deed Restrictions or Covenants are private civil issues and therefore are not enforced or reviewed by the County. Based on this information, I hereby acknowledge that I have been advised that I should seek out and obtain information on my own to identify if there are any Deed Restrictions and/or Covenants on the use of the site associated with this permit application. <u>JS</u> Owner's Initials</p> <p><b><u>Public Record Information</u></b> Chapter 119, Florida Statutes, Section 119.071(4)(c)(d) Subparagraphs 1-8 exempt the public release of select information pertaining to the name, address, and phone numbers of certain public employees, e.g. law enforcement personnel, their spouses and children. Do you or your spouse fall into one of these protected categories? Yes ___ No <u>X</u>. If so, do you want the exempt information that is included on this application withheld from the public, or from any official public record request? Yes ___ No <u>X</u>.</p> <p>The authenticity of the request to withhold this specific information from the public as specified in Chapter 119, Florida Statutes is subject to verification by this Department. <u>JS</u> Owner's (s') Initials</p>		
<b>PAGE 1 OF 2</b>		

<b>OWNER'S CERTIFICATION</b>				E - 1
<p>I (we), <u>Lyle McAlister</u>, certify that I (we) am (are) the owner(s), as defined by Sections 10-1.101 and 10-4.201(a) of the Leon County Code of Laws, of the property described herein. Parcel I.D.# <u>21-32-20-208-0000</u> (For each additional parcel, a new affidavit form is required)</p>				
<p>OWNER'S (S') NAME : <u>Pepe Silvia Group, Inc.</u></p>				
<p>OWNER'S (S') ADDRESS: <u>1600 Capital Circle SW</u></p>				
CITY <u>Tallahassee</u>	COUNTY <u>Leon</u>	STATE <u>Florida</u>	ZIP CODE <u>32310</u>	
APPLICANT'S SIGNATURE 		DATE APPLICATION COMPLETE: <u>7-19-17</u>		
<p><b>I. DESIGNATION OF APPLICANT'S (S') AGENT (Leave blank if not applicable)</b></p> <p>As the owner(s) 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 below 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.</p> <p>Applicant's Agent: <u>Roger Wynn, P.E. - Moore Bass Consulting, Inc.</u></p> <p>Contact Phone: <u>850-222-5678</u> <u>rwynn@moorebass.com</u> Telephone No.: _____</p> <p>Address: <u>805 North Gadsden Street, Tallahassee, FL 32303</u></p>				
<p><b>II. NOTICE TO OWNER (S)</b></p> <p>A. All changes in ownership and applicant's agent prior to issuance shall require a 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.</p> <p>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 Concurrence for the parcel; limited to obtaining a land use compliance certificate; etc.).</p> <p>C. <b>ACCESS TO PROPERTY</b> By submitting this application, I (we) am (are) providing permission for Leon County personnel to inspect at reasonable times the property and work required under any permit issued under this application for compliance with applicable codes as specified in Leon County's Code of Laws, Chapter 10, Section 10-1.105 and 10-4.212. Unless the inspection requires entry into a private residence, no further permission will be required. Owner's (s') Initials _____</p>				
<b>NOTARY PUBLIC - CROSS THROUGH NOTARY SECTIONS NOT USED</b>				
STATE OF :		COUNTY OF :		
<p><input type="checkbox"/> For an individual or individuals acting in his, her or their own right; or</p> <p>Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____, by _____, (name of person acknowledging)</p> <p>who is personally known to me or who has produced _____ as identification. (type of identification produced)</p>				
<p><input checked="" type="checkbox"/> For Corporation or Governmental Entity; or</p> <p>Sworn to (or affirmed) and subscribed before me this <u>25th</u> day of <u>July</u>, 20<u>17</u>, by <u>Lyle E. McAlister</u> as <u>owner</u> of <u>Pepe Silvia Group</u> <u>FL</u> (name of officer or agent, title of officer or agent) (office held) (name of corporation) (state)</p> <p>corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification. (type of identification produced)</p>				
<p><input type="checkbox"/> For Partnership</p> <p>Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____, by _____, (name of acknowledging partner)</p> <p>partner on behalf of _____, a partnership (name of partnership)</p> <p>He/she is personally known to me, or has produced _____ as identification. (type of identification produced)</p>				
<p></p> <p>Signature of Notary</p>		<p></p> <p>Print, Type or Stamp Commissioned Name of Notary</p>		
Title or Rank		Serial Number, If Any		
PAGE 2 OF 2				
<p>F:\Application forms\Ownership Aff - 9-07.doc <span style="float: right;">Revised December 30, 2014</span></p>				




Approved as to form: Leon County Attorney's Office 301 South Monroe St., Suite 217 Tallahassee, FL 32303  Date: _____	  <b>Applicant's Affidavit of Ownership &amp; Designation of Agent</b>	<div style="text-align: right;">E - 1</div> Leon County Board of County Commissioners Department of Development Support & Environmental Management 435 North Macomb St. Tallahassee, FL 32301 Phone#: (850) 606-1300 Fax#: (850) 606-1301
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**I. OWNER INFORMATION**  
 OWNER'S (S') NAME : Samuel William Crowder Estate, Julian P. Crowder , Per Rep  
 OWNER'S (S') ADDRESS: ~~204 Livingston Road~~ 3706 Doris Drive  
 CITY: Tallahassee COUNTY: Leon STATE: FL ZIP CODE: 32303  
 PARCEL I.D.# (For each additional parcel, a separate affidavit form is required): 21-32-20-220-0000


**II. DESIGNATION OF APPLICANT'S (S') AGENT**  
 As the owner(s) of the above-designated property and the applicant(s) 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 and concerning approval(s) and permit(s) required by Leon County. In authorizing the agent named below 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 Phone: 850-222-5678 Email Address: rwynn@moorebass.com  
 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 Concurrence for the parcel; limited to obtaining a land use compliance certificate; etc.).  
 \_\_\_\_\_

S      **Site Permitting**

**III. NOTICE TO OWNER(S)**  
 Application is hereby made to obtain approval(s) and permit(s) to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction and development of land in this jurisdiction. I understand that a separate permit must be secured for electrical work, plumbing, signs, wells, pools, furnaces, boilers, heaters, tanks, air conditioners, etc. I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.  
  
 All changes in ownership and applicant's agent prior to issuance shall require a 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.  
Deed Restrictions and Covenants  
 Prior to pursuing a permit application, applicants should review any Deed Restrictions and/or Covenants which may apply to a particular site. Applicants should be aware that Deed Restrictions or Covenants are private civil issues and therefore are not enforced or reviewed by the County.  
 Based on this information, I hereby acknowledge that I have been advised that I should seek out and obtain information on my own to identify if there are any Deed Restrictions and/or Covenants on the use of the site associated with this permit application.  

 Owner's Initials

Public Record Information  
 Chapter 119, Florida Statutes, Section 119.071(4)(d) Subparagraphs a.-r. exempt the public release of select information pertaining to the name, address, and phone numbers of certain public employees, e.g. law enforcement personnel, their spouses and children.  
 Do you or your spouse fall into one of these protected categories? Yes ☐ No ☒  
 If yes, do you want the exempt information that is included on this application withheld from the public, or from any official public record request? Yes ☐ No ☐  
 The authenticity of the request to withhold this specific information from the public as specified in Chapter 119, Florida Statutes is subject to verification by this Department.  

 Owner's (s') Initials



**Access to Property**

By submitting this application, I (we) am (are) providing permission for Leon County personnel to inspect at reasonable times the property and work required under any permit issued under this application for compliance with applicable codes as specified in Leon County's Code of Laws, Chapter 10, Section 10-1.105 and 10-4.212. Unless the inspection requires entry into a private residence, no further permission will be required.

PL Owner's (s') Initials

**Modifications**

Any changes to the limits of clearing, structure location/orientation, elevations, or drainage patterns shown on the approved plans may require additional review and new approval by Leon County.

PL Owner's (s) Initials

**WARNING TO OWNER: FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.**

I (we), ~~Notary Public~~ Julian P. Crowder, Personal Representative (we) am (are) the owner(s), as defined by Sections 10-1.101 or 10-4.201(a) of the Leon County Code of Laws, of the property described herein.

OWNER SIGNATURE (1):

OWNER SIGNATURE (2):

Julian P. Crowder

**NOTARY PUBLIC – CROSS THROUGH NOTARY SECTIONS NOT USED**

STATE OF: FL

COUNTY OF: Leon

☒ For an individual or individuals acting in his, her or their own right; or

Sworn to (or affirmed) and subscribed before me this 10 day of November, 2019, by Julian P. Crowder,  
(name of person acknowledging)

who is personally known to me or who has produced \_\_\_\_\_ as identification.  
(type of identification produced)

☐ For Corporation or Governmental Entity; or

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,  
(name of officer or agent, title of officer or agent)  
as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_,  
(office held) (name of corporation) (state)

corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as  
identification.  
(type of identification produced)

☐ For Partnership

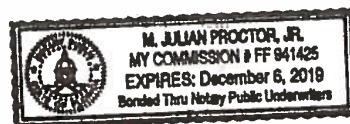
Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,  
(name of acknowledging partner)

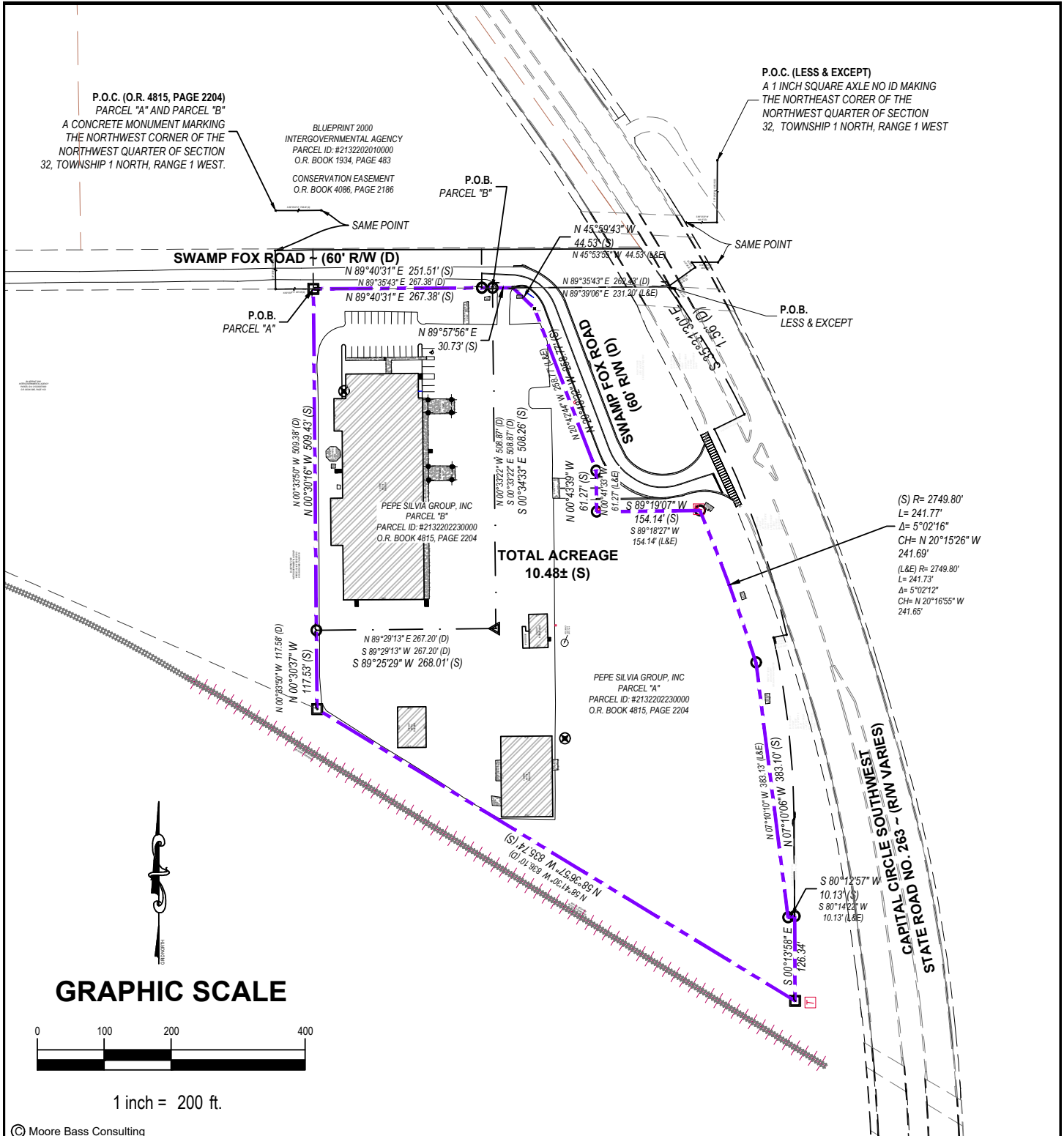
partner on behalf of \_\_\_\_\_, a partnership. He/she is personally known to me, or has  
(name of partnership)  
produced \_\_\_\_\_ as identification.  
(type of identification produced)

M. Julian Proctor Jr.  
Signature of Notary

M. Julian Proctor Jr.  
Print Name of Notary

Notary Public  
Title or Rank



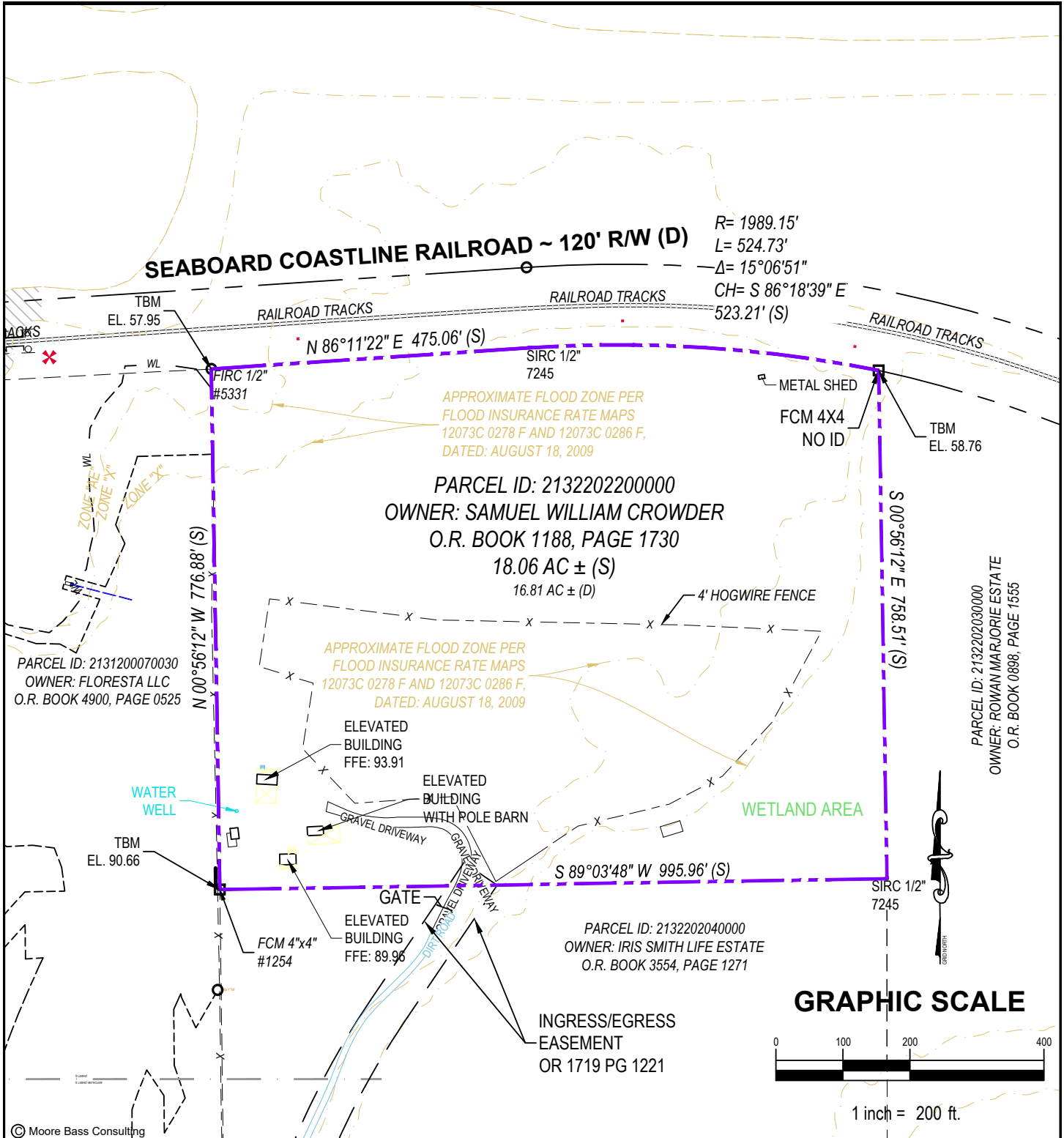


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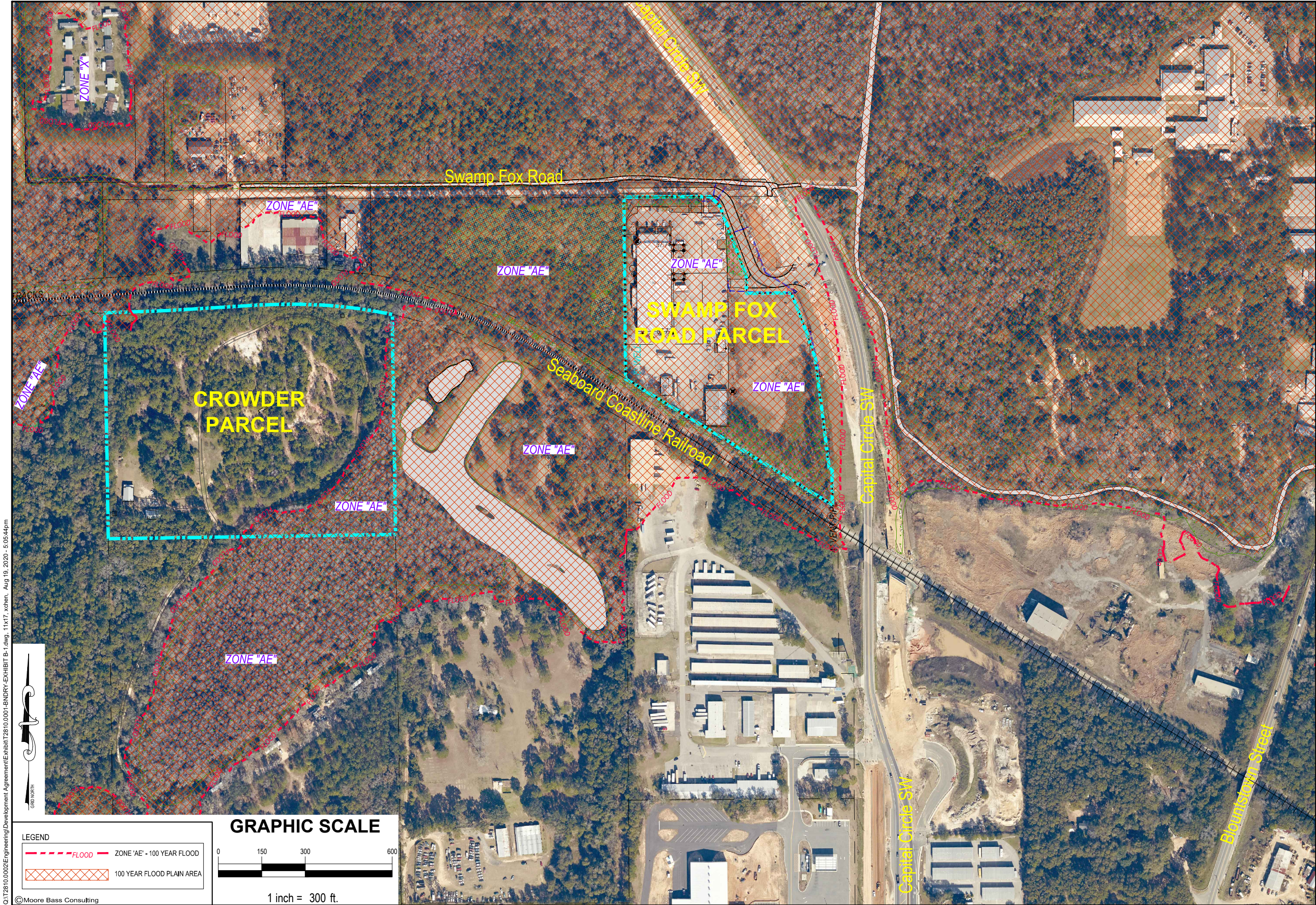
CLIENT NAME  
**PEPE SILVIA GROUP, INC.**

FILE #	T2810.0001	T2810.0001-BNDY-EXHIBIT A.dwg
CONTRACT #	T2810.0001	ARCHIVE
DATE	6/4/20	DRAWN BY
PROJECT NAME	854 CAPITAL CIRCLE SW	SHEET TITLE
		<b>Exhibit A</b>
		<b>1.0</b>



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	CONTRACT #	T2810.0001	ARCHIVE
	DATE	6/4/20	DRAWN BY XCH
	PROJECT NAME	854 CAPITAL CIRCLE SW	SHEET TITLE
CLIENT NAME	PEPE SILVIA GROUP, INC.		Exhibit B
			<b>2.0</b>





Q:\T2810.0002\Engineering\Development Agreement\Exhibit\T2810.0001-BNDY-EXHIBIT B-1.dwg, 11x17, xchen, Aug 19, 2020 - 5:05:44pm

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TALLAHASSEE  
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PROJECT NAME  
854 CAPITAL CIRCLE SW

CLIENT NAME  
PEPE SILVIA GROUP, INC.

REVISIONS

T2810.0001-BNDY-EXHIBIT B-1

ARCHIVE

DATE  
8/18/20

FILE #

CONTRACT #  
T2810.0001

DRAWN BY  
XCH

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SEAL

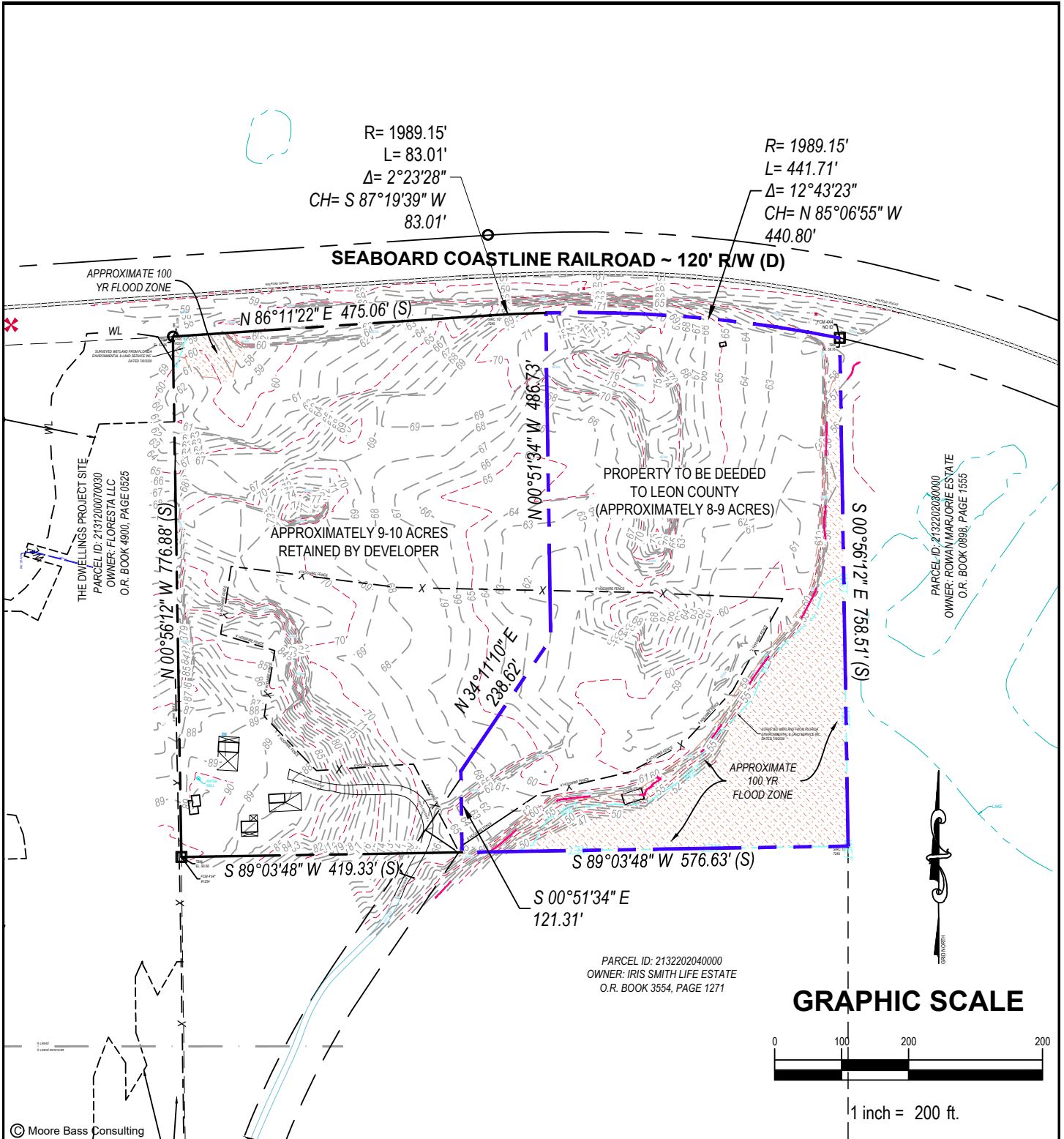
SHEET TITLE  
Exhibit B-1

SHEET  
3.0

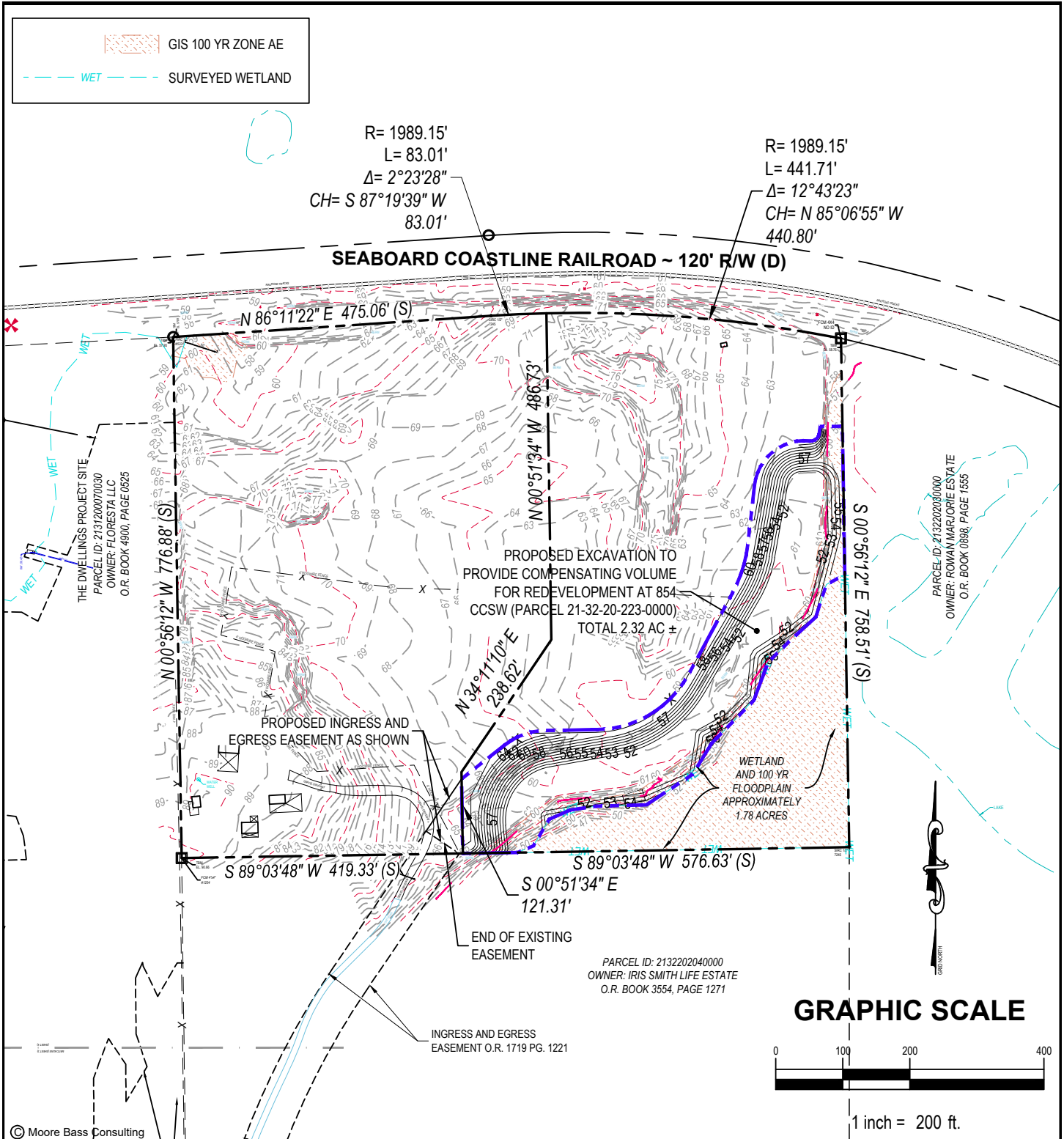
Page 171 of 1094

Posted September 7, 2020





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	CONTRACT #		T2810.0001	
	DATE		6/4/20	
	DRAWN BY		XCH	
CLIENT NAME	PROJECT NAME		SHEET TITLE	
	PEPE SILVIA GROUP, INC.		Exhibit C	
		854 CAPITAL CIRCLE SW		4.0



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CLIENT NAME <b>PEPE SILVIA GROUP, INC.</b>	FILE #	T2810.0001-BNDY-EXHIBIT C-1.dwg	
	CONTRACT #	T2810.0001	ARCHIVE
PROJECT NAME <b>854 CAPITAL CIRCLE SW</b>	DATE	6/4/20	DRAWN BY XCH
	SHEET TITLE	<b>Exhibit C-1</b>	
			<b>5.0</b>



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

**Swamp Fox Road Parcel: 21-32-20-230-000-0**

**LEGAL DESCRIPTION: OFFICIAL RECORDS BOOK 4815, PAGE 2204**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LEON, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL A**

BEGIN AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA AND RUN THENCE NORTH 89 DEGREES 35 MINUTES 43 SECONDS EAST 1798.36 FEET TO A CONCRETE MONUMENT, THENCE PROCEED SOUTH 00 DEGREES 33 MINUTES 50 SECONDS EAST 59.85 FEET ON THE SOUTH RIGHT-OF-WAY EASEMENT LINE OF A PAVED ROAD WHICH IS THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING PROCEED EASTERLY ALONG SAID RIGHT-OF-WAY LINE NORTH 89 DEGREES 35 MINUTES 43 SECONDS EAST 267.38 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 22 SECONDS EAST FOR 508.87 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 13 SECONDS WEST FOR 267.20 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 50 SECONDS WEST 509.38 FEET TO THE POINT OF BEGINNING.

**PARCEL B**

BEGIN AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 1 WEST, LEON COUNTY, FLORIDA AND RUN THENCE NORTH 89 DEGREES 35 MINUTES 43 SECONDS EAST 1798.36 FEET TO A CONCRETE MONUMENT, THENCE PROCEED SOUTH 00 DEGREES 33 MINUTES 50 SECONDS EAST 59.85 FEET TO A CONCRETE MONUMENT ON THE SOUTH RIGHT-OF-WAY EASEMENT LINE OF A PAVED ROAD; THENCE PROCEED EASTERLY ALONG SAID RIGHT-OF-WAY LINE NORTH 89 DEGREES 35 MINUTES 43 SECONDS EAST 267.38 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY FOR 262.43 FEET TO A CONCRETE MONUMENT WHICH IS ON THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NUMBER S263 (CAPITAL CIRCLE). FROM SAID CONCRETE MONUMENT RUN THENCE SOUTH 35 DEGREES 31 MINUTES 30 SECONDS EAST 1.56 FEET TO A CONCRETE MONUMENT MARKING A POINT OF CURVE TO THE RIGHT ON STATE ROAD NUMBER S263 RIGHT-OF-WAY, THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY CURVE WITH A RADIUS OF 1,382.69 FEET, THROUGH A CENTRAL ANGLE OF 09 DEGREES 06 MINUTES 34 SECONDS FOR AN ARC DISTANCE OF 219.83 FEET TO A CONCRETE MONUMENT, THENCE CONTINUE ALONG SAID RIGHT-OF-WAY SOUTH 63 DEGREES 35 MINUTES 04 SECONDS WEST 50.00 FEET TO A CONCRETE MONUMENT MARKING THE POINT OF CURVE TO THE RIGHT ON THE STATE ROAD NUMBER S263 RIGHT-OF-WAY. THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY CURVE WITH A RADIUS OF 1,332.69 FEET, THROUGH A CENTRAL ANGLE OF 13 DEGREES 59 MINUTES 50 SECONDS FOR AN ARC

DISTANCE OF 325.57 FEET TO A CONCRETE MONUMENT, THENCE CONTINUE ALONG SAID RIGHT-OF-WAY SOUTH 77 DEGREES 34 MINUTES 53 SECONDS WEST 20.0 FEET TO A CONCRETE MONUMENT MARKING A POINT OF CURVE TO THE RIGHT ON THE STATE ROAD NUMBER S263 RIGHT-OF-WAY, THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY CURVE WITH A RADIUS OF 1,312.69 FEET, THROUGH A CENTRAL ANGLE OF 11 DEGREES 53 MINUTES 37 SECONDS FOR AN ARC DISTANCE OF 272.49 FEET TO A CONCRETE MONUMENT, THENCE RUN SOUTH 00 DEGREES 31 MINUTES 30 SECONDS EAST 272.33 FEET ALONG SAID RIGHT-OF-WAY LINE OF STATE ROAD NUMBER S263 TO A CONCRETE MONUMENT WHICH IS THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD AND THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD NUMBER S263. FROM SAID CONCRETE MONUMENT PROCEED THENCE ALONG SAID S.C.L. RIGHT-OF-WAY LINE NORTH 58 DEGREES 41 MINUTES 30 SECONDS WEST 836.1 FEET TO A CONCRETE MONUMENT, THENCE NORTH 00 DEGREES 33 MINUTES 50 SECONDS WEST 117.58 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 13 SECONDS EAST FOR 267.20 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 22 SECONDS WEST FOR 508.87 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ALL THAT CERTAIN PROPERTY CONVEYED TO LEON COUNTY-CITY OF TALLAHASSEE BLUEPRINT 2000 INTERGOVERNMENTAL AGENCY, BY RIGHT-OF-WAY DEED RECORDED MARCH 9, 2010 IN OFFICIAL RECORDS BOOK 4090, PAGE 1180 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

AND ALSO LESS AND EXCEPT ALL THAT CERTAIN PROPERTY CONVEYED TO CITY OF TALLAHASSEE - LEON COUNTY, FLORIDA, BLUEPRINT 2000 & BEYOND INTERGOVERNMENTAL AGENCY, BY QUIT CLAIM DEED RECORDED MARCH 9, 2010 IN OFFICIAL RECORDS BOOK 4090, PAGE 1205, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

**Crowder Parcel: 21-32-20-220-000-0**

LEGAL DESCRIPTION: OFFICIAL RECORDS BOOK 5463, PAGE 1673

ALL OF THE WEST 980 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 1 WEST, WHICH LIES SOUTH OF THE RIGHT OF WAY OF THE SEABOARD AIR LINE RAILROAD, CONTAINING 16.81 ACRES, MORE OR LESS; AND BEING PART OF THE PROPERTY CONVEYED TO THE GRANTORS HEREIN BY WARRANTY DEED DATED AUGUST 2, 1956, FROM ESTRELLA SMITH JOINED BY HER HUSBAND W.B. SMITH, AS RECORDED IN DEED BOOK 208, PAGE 440, PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

TOGETHER WITH THAT EASEMENT FOR ACCESS, INGRESS AND EGRESS WHICH WAY CONVEYED TO THE GRANTOR IN THAT DEED RECORDED IN O.R. BOOK 985 AT PAGE 1573 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

SUBJECT TO ANY RESTRICTIONS, EASEMENTS AND COVENANTS, IF ANY, OF RECORD WHICH ARE NOT HEREBY REIMPOSED.



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #7**

# Leon County Board of County Commissioners

## Agenda Item #7

September 15, 2020

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

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

**Title:** Proposed Revisions to Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process"

<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>	Candice Wilson, Director of Human Resources Paula DeBoles-Johnson, Employee Engagement and Performance Manager

### **Statement of Issue:**

This item seeks Board consideration of proposed revisions to Policy No. 11-6, "County Administrator Performance Evaluation and Annual Reporting Process" in order to ensure the continued timely implementation of the evaluation process.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Adopt the proposed revisions to Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process" (Attachment #1).

## **Report and Discussion**

### **Background:**

This item seeks Board consideration of proposed revisions to Policy No. 11-6, "County Administrator Performance Evaluation and Annual Reporting Process" (Attachment #1) in order to ensure the continued timely implementation of the evaluation process.

### **Analysis:**

During the June 16, 2020 meeting, the Board opted to establish the second Tuesday of each month for Commission meetings and the fourth Tuesday for workshops. It was also discussed that, if needed, the fourth Tuesday could be used to schedule an additional regular Commission meeting in addition to or in the place of a workshop. The proposed policy revisions in this agenda item would ensure the continued timely implementation of the evaluation process by removing references to specific meeting dates in the policy. The overall timeline for the annual evaluation process would remain unchanged under the proposed revised policy.

### **Options:**

1. Adopt the proposed revisions to Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process" (Attachment #1).
2. Do not adopt the proposed revisions to Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process."
3. Board direction.

### **Recommendation:**

Option #1

### **Attachment:**

1. Proposed revised Policy No. 11-6, "County Administrator Evaluation and Annual Reporting Process"

## Board of County Commissioners Leon County, Florida

### Policy No. 11 - 6

Title: County Administrator Performance Evaluation and Annual Reporting Process

Date Adopted: ~~July 10, 2018~~ September 15, 2020

Effective Date: ~~July 10, 2018~~ September 15, 2020

Reference: N/A

Policy Superseded: Policy No. 11-6, "County Administrator Performance Evaluation and Annual Reporting Process," adopted September 13, 2011; revised January 29, 2013; revised January 27, 2015; revised September 15, 2015; revised July 10, 2018

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It shall be the policy of the Board of County Commissioners of Leon County, Florida, that Policy No. 11-6, "County Administrator Performance Evaluation and Annual Reporting Process" revised by the Board of County Commissioners on ~~September 15, 2015~~ July 10, 2018 is hereby further amended, and a revised policy is adopted in its place, to wit:

For the purpose of evaluating the performance of the County Administrator in a fair and open manner, the Board will annually follow the processes outlined in this policy. As part of this review, the County Administrator will be required to annually report the state of the County to the Board.

This policy is consistent with Florida Statutes 125.84 (1) that states the County Administrator will "Report annually or more often if necessary, to the board of commissioners and to the citizens on the state of the County, the work of the previous year, recommendations for action or programs for improvement of the County and the welfare of its residents."

The following process shall be used annually to effectuate this policy.

#### Annual Report

1. In September of each year, the County Administrator will prepare a report that provides a detailed analysis summarizing the state of the County ("the annual report").
2. The reporting period for the annual report will be based on the prior fiscal year.
3. The annual report will be presented for acceptance by the Board at ~~the second a~~ regularly scheduled meeting in September of each year.
4. To maximize community involvement:
  - a. In addition to the Board of County Commissioners meeting, the annual report will be presented to at least two community meetings conducted outside of the Courthouse. The locations will be selected to maximize citizens' opportunity to participate.

- b. Presentation of a summary of the annual report will be published in a newspaper of general circulation.

#### Performance Evaluation

5. An online process, by which each County Commissioners may complete and submit the County Administrator performance evaluation form, will be administered by Human Resources with MIS' technical support.
6. ~~By no later than October 1 of each year~~Following the distribution of the Annual Report to the Board, the Chairman-Human Resources will distribute the link to the online County Administrator performance evaluation form, included as part of this policy, to each of the Board members.
7. ~~By no later than the Thursday following the first regularly scheduled meeting in October of each year, e~~Each individual Commissioner will be requested to complete and submit the County Administrator performance evaluation form following the distribution of the link to the online evaluation form by Human Resources. Each Commissioner is encouraged to meet with the County Administrator to discuss their individual evaluation.
8. The Chairman will review all of the evaluation forms and approve an appropriate merit percentage increase in accordance with the contract of the County Administrator.
9. The Human Resources Director will compile the individual evaluations into a summary document and prepare an agenda item containing the following: summary of evaluations, individual evaluations, and merit percentage increase.
10. The compilation of the County Administrator's evaluation will be presented at ~~the second~~ a regularly scheduled meeting in October of each year for ratification by the Board of each Commissioner's individual evaluations and the merit percentage increase.

Revised ~~July 10, 2018~~September 15, 2020

## Leon County Board of County Commissioners Performance Evaluation

### County Administrator



This form shall be completed by each member of the Board to evaluate the County Administrator's performance in each of the areas noted below. Performance levels can be noted based on the following scale:

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

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

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

1.	PROFESSIONAL SKILLS AND STATUS	5	4	3	2	1
a.	Knowledgeable of current developments affecting the management field and affecting county governments.					
b.	Respected in management profession.					
c.	Has a capacity for and encourages innovation.					
d.	Anticipates problems and develops effective approaches for solving them.					
e.	Willing to try new ideas proposed by Board Members or staff.					
f.	Interacts with BOCC in a direct and straightforward manner.					

2.	RELATIONS WITH BOARD OF COUNTY COMMISSIONERS	5	4	3	2	1
a.	Carries out directives of the Board as a whole rather than those of any one Board member.					
b.	Assists the Board on resolving problems at the administrative level to avoid unnecessary Board action.					
c.	Assists the Board in establishing policy, while acknowledging the ultimate authority of the Board.					
d.	Responds to requests for information or assistance by the Board.					

<b>3.</b>	<b>POLICY EXECUTION</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
a.	Implements Board action in accordance with the intent of the Board.					
b.	Supports the actions of the Board after a decision has been reached, both inside and outside the organization.					
c.	Enforces County policies.					
d.	Understands County's laws and ordinances.					
e.	Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness.					
f.	Offers workable alternatives to the Board for changes in the law when an ordinance or policy proves impractical in actual administration.					

<b>4.</b>	<b>REPORTING</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
a.	Provides the Board with reports concerning matters of importance to the County.					
b.	Reports are accurate, comprehensive and produced in a timely manner.					
c.	Prepares a sound agenda which prevents trivial administrative matters from being reviewed by the Board.					
d.	Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny.					

<b>5.</b>	<b>CITIZEN RELATIONS</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
a.	Responsive to complaints from citizens.					
b.	Demonstrates a dedication to service to the community and its citizens.					
c.	Skillful with the news media, avoiding political positions and partisanship.					
d.	Has the capacity to listen to others and to recognize their interests.					
e.	Willing to meet with members of the community to discuss their real concerns.					

<b>6.</b>	<b>STAFFING</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
a.	Recruits and retains competent personnel for County positions.					
b.	Aware of staff weaknesses and works to improve their performance.					
c.	Accurately informed and concerned about employee relations.					
d.	Professionally manages the compensation and benefits plan.					
e.	Promotes training and development opportunities for employees at all levels of the organization.					



7.	SUPERVISION	5	4	3	2	1
a.	Employs a professional, knowledgeable staff.					
b.	Maintains a healthy and productive organizational culture.					
c.	Employees are recognized for best practices in the industry.					
d.	Employees have training, pay equity and professional growth opportunities within the organization.					
e.	Encourages teamwork, innovation, and effective problem-solving among the staff members.					
f.	Institutes in employees a culture that is focused on customer service and responsible stewardship.					

8.	FISCAL MANAGEMENT	5	4	3	2	1
a.	Prepares a balanced budget to provide services at a level directed by the Board.					
b.	Makes the best possible use of available funds, conscious of the need to operate the County efficiently and effectively.					
c.	Prepared budget is in an intelligent but readable format.					
d.	Possesses awareness of the importance of financial planning and control.					
e.	Appropriately monitors and manages the fiscal activities of the organization.					

9.	COMMUNITY	5	4	3	2	1
a.	Engages with community partners on local initiatives.					
b.	Avoids unnecessary controversy.					
c.	Respected as a community leader.					

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

Divide Total by: 44 (# of categories)

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

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

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- 11. What performance areas would you identify as needing improvement? Why? What constructive, positive ideas can you offer the County Administrator to improve these areas?**

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- 12. Other comments?**

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

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

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

# Leon County Board of County Commissioners

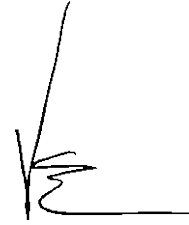
## Agenda Item #8

September 15, 2020

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

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

**Title:** Community Human Services Partnership FY 2021 Agency Funding



<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 Partnership Malinda Harris, Human Services Specialist Tiffany Y. Harris, Health Care Services Coordinator

### **Statement of Issue:**

This item seeks Board approval of the FY 2021 Community Human Services Partnership grant recommendations to agencies in the amount of \$1.445 million. The allocation represents year one of the new two-year funding cycle, with an additional amount of \$145,000 to the expanded Promise Zone that was approved by the Board in March 2020.

### **Fiscal Impact:**

This item has a fiscal impact. A total of \$1.445 million is recommended to be awarded to the service agencies through the Community Human Services Partnership (CHSP) grant process and is included in the tentative FY 2021 budget.

### **Staff Recommendation:**

- Option #1: Approve the FY 2021 funding allocation of \$1.445 million to the Community Human Service Partnership agencies (Attachment #1).
- Option #2: Authorize the County Administrator to execute or modify agreements with the Community Human Service Partnership funded agencies, as necessary, subject to legal review by the County Attorney.

## **Report and Discussion**

### **Background:**

This item seeks Board approval of the FY 2021 Community Human Services Partnership (CHSP) grant recommendations to agencies in the amount of \$1.445 million. The allocation represents year one of the new two-year funding cycle with an additional amount of \$145,000 to the expanded Promise Zone as approved by the Board in March.

Since 1997, the County and City of Tallahassee (City) have partnered to administer the CHSP as a joint planning and funding distribution process to provide human services in Tallahassee-Leon County. In December 2017, the Board adopted a Memorandum of Understanding (MOU) with the City to reinforce the mutual commitment to the CHSP which included the adoption of a two-year application and funding cycle for the human services agencies.

On January 28, 2020, the Board directed staff to establish a new CHSP Promise Zone category, funded by both the County and City by expanding the Promise Zone area to include additional high poverty census tracts (primarily located within the 32304 zip code) as recommended in the CHSP Needs Assessment. On March 10, 2020, the Board approved an increase in the CHSP funding level for FY 2021 from \$1,300,000 to \$1,445,000, of which \$145,000 was directed to be dedicated to the expanded Promise Zone.

### **Analysis:**

#### **FY 2021 CHSP Funding**

The funding evaluation process for the upcoming two-year CHSP funding cycle (FY 2021 and FY 2022) was significantly impacted by COVID-19. At the request of the agencies, the CHSP application deadline was extended several times. Workshops for individuals interested in serving on a Citizen Review Team (CRT), which evaluates the applications submitted by the agencies, were canceled. The trainings are critical to ensure that citizens gain the required knowledge to navigate the process of evaluating applications through the CHSP portal.

As a result, County and City staffs jointly recruited citizens with extensive knowledge and experience of the CHSP evaluation and funding process to serve on the CRTs; the citizens appointed to the CRTs were ratified by the Board on May 21, 2020. Additionally, site visits were not conducted for the CHSP funding evaluation process in order to adhere to the Center for Disease Control (CDC) guidelines for social distancing. Instead, a series of video conference calls were held to allow agencies to respond to any questions that the CRTs had regarding their respective applications and to share data on the current and future impact of COVID-19 on their operations and programming. The video conferencing format also allowed the CRTs to deliberate and make their recommendations for funding.

CHSP funding is organized into human services categories that help address the needs of the community. One CRT is assigned to each human service category for a total of 10 teams. The CHSP human services categories are:

1. Children's Services
2. Community Support
3. Persons with Disabilities
4. Basic Needs and Emergency Services
5. Family Support Services
6. Physical health Services
7. Senior Services
8. Youth Recreation, Character Building & Mentorship
9. Youth Education, Employment & Training
10. The Promise Zone

There were 59 agencies that applied for 101 human services programs, for a total request of \$6.403 million. The total County and City funding allocation to CHSP for FY 2021 is \$4.046 million which represents a 25% increase over FY 2020 (\$3.236 million). The County's FY 2021 Tentative Budget includes \$1.445 million, including \$145,000 dedicated to the Promise Zone. The City has allocated approximately \$2.601 million, which includes a combination of General Revenue, its "Change for Change" program and additional funding it was allocated through the Community Development Block Grant (CDBG) in the CARES Act.

As recommended by the CRTs, these funds will support 50 agencies that provide a total of 84 human services programs. Funds provided by the County and City are distributed across the ten human services funding categories reflected in Table #1.

*Table #1. Joint County/City Human Services Funding Categories and Program Numbers*

Category	Table #1 - Human Services Funding Categories	Number of Programs
1	Children's Services	10
2	Community Support Services	7
3	Services for Persons with Disabilities	7
4	Basic Needs and Emergency Services	11
5	Family Support Services	10
6	Physical Health Services	6
7	Senior Services	9
8	Youth Recreation and Character Building Services	6
9	Youth Education Services	8
10	The Promise Zone	10
<b>TOTAL NUMBER OF PROGRAMS</b>		<b>84</b>

*\*Attachment #1 reflects the amount awarded by category to each of the agencies and their programs.*

Upon Board approval of the funding recommended by the CRTs, staff will prepare the respective agreements with agencies allocated County funding as reflected in Attachment #1 and coordinate with City staff to conduct virtual contract workshops with the agencies. The agreements will be

for one year (FY 2021) and a draft agreement is included as Attachment #2. An agenda item will be presented next year for Board approval for the second year of the two-year funding cycle prior to executing agreements for FY 2022.

#### CHSP Outcome Measures

On January 28, 2020, the Board was presented the CHSP Needs Assessment Report that was conducted by the Center for Health Equity, along with several options prepared by County staff to improve the CHSP process and to optimize our limited human services funding to address the greatest human services needs of our community. As previously mentioned, at that time the Board approved the creation of the new CHSP Promise Zone category. The Board also directed that the outcome measures presented in the Needs Assessment be refined with human service stakeholders to be implemented in the second year of the upcoming cycle (FY 2022).

Following the Board's direction, staff reached out to Dr. Gary VanLandingham, Professor at the Askew School who conducted a peer review of the Needs Assessment to also evaluate the programs funded by CHSP and provide recommendations for uniform outcome measures to determine the effectiveness of the programs in addressing the highest human service needs in the community. County and City staff as well as United Partners for Human Services (UPHS) have participated on virtual conference calls with Dr. VanLandingham and Ph.D. candidates whom he is utilizing to develop recommendations for outcome measures. The recommendations are expected to be completed in early fall and will then be presented to a work group comprised of County and City staff, the UPHS Executive Director, human services agencies, neighborhood leaders, and the Leon County Health Department. The work group will provide additional input on the outcome measures developed by Dr. VanLandingham prior to consideration by the Board. The outcome measures are expected to be presented to the Board in early 2021 and would be implemented in coordination with the City on October 1, 2021 as part of the second year of the two year funding cycle.

#### **Options:**

1. Approve the FY 2021 funding allocation of \$1.445 million to the Community Human Services Partnership agencies (Attachment #1).
2. Authorize the County Administrator to execute or modify agreements with the Community Human Service Partnership funded agencies, as necessary, subject to legal review by the County Attorney.
3. Do not approve the FY 2021 funding allocation of \$1.445 million to the Community Human Services Partnership agencies.
4. Board direction.

#### **Recommendations:**

Options #1 and #2

#### **Attachments:**

1. FY 2021 Community Human Service Partnership recommended allocations
2. Draft Agreement between Leon County and human services agencies funded by Leon County

## FY2021 &amp; 2022 CHSP Allocations

## 1 Children's Services

A. Agency / Program(s)	E. 2020/21 Allocation	Year 1: 2020/21 Allocations			Year 2: 2021/22 Allocations			O. Fiscal Cycle Allocation Total
		I. City	J. County	K. Total	L. City	M. County	N.Total	
Capital Area Community Action	\$55,000	\$55,000	\$0	\$55,000	\$55,000	\$0	\$55,000	\$110,000
Head Start	55,000	\$55,000		\$55,000	\$55,000		\$55,000	\$110,000
Capital City Youth Services	\$60,000	\$60,000	\$0	\$60,000	\$60,000	\$0	\$60,000	\$120,000
Tree House	60,000	\$60,000		\$60,000	\$60,000		\$60,000	\$120,000
Early Learning Coalition	\$50,000	\$0	\$50,000	\$50,000	\$0	\$50,000	\$50,000	\$100,000
Child Care Tuition Assistance	50,000		\$50,000	\$50,000		\$50,000	\$50,000	\$100,000
FAMU Foundation	\$31,000	\$31,000	\$0	\$31,000	\$31,000	\$0	\$31,000	\$62,000
FAMU DRS Freedom School	31,000	\$31,000		\$31,000	\$31,000		\$31,000	\$62,000
Kids Incorporated	\$110,000	\$110,000	\$0	\$110,000	\$110,000	\$0	\$110,000	\$220,000
Early Head Start	110,000	\$110,000		\$110,000	\$110,000		\$110,000	\$220,000
Lutheran Social Services	\$2,500	\$0	\$2,500	\$2,500	\$0	\$2,500	\$2,500	\$5,000
KidSafe	2,500		\$2,500	\$2,500		\$2,500	\$2,500	\$5,000
Pivotal Point Enterprises	\$90,000	\$90,000	\$0	\$90,000	\$90,000	\$0	\$90,000	\$180,000
Big-Headed Beaver & Friends	90,000	\$90,000		\$90,000	\$90,000		\$90,000	\$180,000
The Dick Howser Center	\$5,000	\$5,000	\$0	\$5,000	\$5,000	\$0	\$5,000	\$10,000
Learning Pavilion	5,000	\$5,000		\$5,000	\$5,000		\$5,000	\$10,000
The Children's Home Society	\$27,489	\$0	\$27,489	\$27,489	\$0	\$27,489	\$27,489	\$54,978
Early Steps	22,500		\$22,500	\$22,500		\$22,500	\$22,500	\$45,000
VOCA	4,989		\$4,989	\$4,989		\$4,989	\$4,989	\$9,978
TOTAL	\$430,989	\$351,000	\$79,989	\$430,989	\$351,000	\$79,989	\$430,989	\$861,978



**2 Community Support**

A. Agency / Program(s)	E. 2020/21 Allocation	Year 1: 2020/21 Allocations			Year 2: 2021/22 Allocations			O. Fiscal Cycle Allocation Total
		I. City	J. County	K. Total	L. City	M. County	N.Total	
2-1-1 Big Bend	\$147,426	\$30,000	\$117,426	\$147,426	\$30,000	\$117,426	\$147,426	\$294,852
Helpline 2-1-1	147,426	\$30,000	\$117,426	\$147,426	\$30,000	\$117,426	\$147,426	\$294,852
Big Bend Habitat for Humanity	\$40,000	\$0	\$40,000	\$40,000	\$0	\$40,000	\$40,000	\$80,000
BB Habitat Home Construction	40,000		\$40,000	\$40,000		\$40,000	\$40,000	\$80,000
Legal Aid Fdn. of the Tall. Bar	\$3,000	\$3,000	\$0	\$3,000	\$3,000	\$0	\$3,000	\$6,000
Pro Bono Legal Services	3,000	\$3,000		\$3,000	\$3,000		\$3,000	\$6,000
Legal Services of North Florida	\$15,000	\$0	\$15,000	\$15,000	\$0	\$15,000	\$15,000	\$30,000
Legal Services to the Poor	15,000		\$15,000	\$15,000		\$15,000	\$15,000	\$30,000
Lutheran Social Services	\$4,000	\$0	\$4,000	\$4,000	\$0	\$4,000	\$4,000	\$8,000
Computer Refurb. & Tech. Asst.	4,000		\$4,000	\$4,000		\$4,000	\$4,000	\$8,000
Refuge House	\$77,574	\$42,074	\$35,500	\$77,574	\$42,074	\$35,500	\$77,574	\$155,148
24-Hour Crisis Resp. (Rape Crisis)	35,500		\$35,500	\$35,500		\$35,500	\$35,500	\$71,000
Leon Intimate Viol. Enhanced Svcs	42,074	\$42,074		\$42,074	\$42,074		\$42,074	\$84,148
<b>TOTAL</b>	<b>\$287,000</b>	<b>\$75,074</b>	<b>\$211,926</b>	<b>\$287,000</b>	<b>\$75,074</b>	<b>\$211,926</b>	<b>\$287,000</b>	<b>\$574,000</b>

**3 Services for Persons with Disabilities**

A. Agency / Program(s)	E. 2020/21 Allocation	Year 1: 2020/21 Allocations			Year 2: 2021/22 Allocations			O. Fiscal Cycle Allocation Total
		I. City	J. County	K. Total	L. City	M. County	N.Total	
Epilepsy Association	\$20,000	\$0	\$20,000	\$20,000	\$0	\$20,000	\$20,000	\$40,000
Client Services	20,000		\$20,000	\$20,000		\$20,000	\$20,000	\$40,000
Lighthouse	\$50,000	\$50,000	\$0	\$50,000	\$50,000	\$0	\$50,000	\$100,000
Svcs for Blind/Visually Impaired	50,000	\$50,000		\$50,000	\$50,000		\$50,000	\$100,000
Rotary Youth Camp	\$10,000	\$0	\$10,000	\$10,000	\$0	\$10,000	\$10,000	\$20,000
Camp for Children with Disabilities	10,000		\$10,000	\$10,000		\$10,000	\$10,000	\$20,000
Special Olympics	\$20,000	\$20,000	\$0	\$20,000	\$20,000	\$0	\$20,000	\$40,000
Athletics	20,000	\$20,000		\$20,000	\$20,000		\$20,000	\$40,000
The Center for Independant Living	\$70,000	\$70,000	\$0	\$70,000	\$70,000	\$0	\$70,000	\$140,000
Access to Independence	70,000	\$70,000		\$70,000	\$70,000		\$70,000	\$140,000
WAVE	\$14,839	\$14,839	\$0	\$14,839	\$14,839	\$0	\$14,839	\$29,678
Life_Skills	9,839	\$9,839		\$9,839	\$9,839		\$9,839	\$19,678
Social Activities	5,000	\$5,000		\$5,000	\$5,000		\$5,000	\$10,000
<b>TOTAL</b>	<b>\$184,839</b>	<b>\$154,839</b>	<b>\$30,000</b>	<b>\$184,839</b>	<b>\$154,839</b>	<b>\$30,000</b>	<b>\$184,839</b>	<b>\$369,678</b>

**4 Emergency Services & Basic Needs**

A. Agency / Program(s)	E. 2020/21 Allocation	Year 1: 2020/21 Allocations			Year 2: 2021/22 Allocations			O. Fiscal Cycle Allocation Total
		I. City	J. County	K. Total	L. City	M. County	N.Total	
American Red Cross	\$30,000	\$30,000	\$0	\$30,000	\$30,000	\$0	\$30,000	\$60,000
Disaster Cycle Services	30,000	\$30,000		\$30,000	\$30,000		\$30,000	\$60,000
America's 2nd Harvest of the Big Bend	\$200,000	\$0	\$200,000	\$200,000	\$0	\$200,000	\$200,000	\$400,000
Food Bank Operations	200,000		\$200,000	\$200,000		\$200,000	\$200,000	\$400,000
Big Bend Homeless Coalition	\$226,218	\$123,343	\$102,875	\$226,218	\$123,343	\$102,875	\$226,218	\$452,436
HOPE Community	226,218	\$123,343	\$102,875	\$226,218	\$123,343	\$102,875	\$226,218	\$452,436
CESC Inc.	\$320,000	\$265,000	\$55,000	\$320,000	\$265,000	\$55,000	\$320,000	\$640,000
CESC 24-Hour Emergency Services	200,000	\$145,000	\$55,000	\$200,000	\$145,000	\$55,000	\$200,000	\$400,000
CESC Case Management	120,000	\$120,000		\$120,000	\$120,000		\$120,000	\$240,000
ECHO / Emerg.Care Help.Org.	\$50,000	\$0	\$50,000	\$50,000	\$0	\$50,000	\$50,000	\$100,000
Emerg.Relief & Empowerment Res.	30,000		\$30,000	\$30,000		\$30,000	\$30,000	\$60,000
Furniture Bank of Tallahassee	20,000		\$20,000	\$20,000		\$20,000	\$20,000	\$40,000
Good News Outreach	\$46,486	\$46,486	\$0	\$46,486	\$46,486	\$0	\$46,486	\$92,972
Food Program	16,486	\$16,486		\$16,486	\$16,486		\$16,486	\$32,972
Mercy House	30,000	\$30,000		\$30,000	\$30,000		\$30,000	\$60,000
Salvation Army of Tallahassee	\$33,750	\$33,750	\$0	\$33,750	\$33,750	\$0	\$33,750	\$67,500
Emergency Social Services	33,750	\$33,750		\$33,750	\$33,750		\$33,750	\$67,500
Unhoused Humanity	\$11,500	\$11,500	\$0	\$11,500	\$11,500	\$0	\$11,500	\$23,000
Unhoused Humanity	11,500	\$11,500		\$11,500	\$11,500		\$11,500	\$23,000
TOTAL	\$917,954	\$510,079	\$407,875	\$917,954	\$510,079	\$407,875	\$917,954	\$1,835,908

## 5 Family Support

A. Agency / Program(s)	E. 2020/21 Allocation	Year 1: 2020/21 Allocations			Year 2: 2021/22 Allocations			O. Fiscal Cycle Allocation Total
		I. City	J. County	K. Total	L. City	M. County	N.Total	
Boys Town North Florida	\$38,057	\$38,057	\$0	\$38,057	\$38,057	\$0	\$38,057	\$76,114
Family Home	38,057	\$38,057		\$38,057	\$38,057		\$38,057	\$76,114
Brehon Institute	\$91,725	\$21,079	\$70,646	\$91,725	\$21,079	\$70,646	\$91,725	\$183,450
Brehon House	91,725	\$21,079	\$70,646	\$91,725	\$21,079	\$70,646	\$91,725	\$183,450
Capital City Youth Services	\$78,500	\$30,000	\$48,500	\$78,500	\$30,000	\$48,500	\$78,500	\$157,000
Some Place Else Shelter	78,500	\$30,000	\$48,500	\$78,500	\$30,000	\$48,500	\$78,500	\$157,000
Dream Builders	\$10,000	\$0	\$10,000	\$10,000	\$0	\$10,000	\$10,000	\$20,000
Family Affairs	10,000		\$10,000	\$10,000		\$10,000	\$10,000	\$20,000
Good News Outreach	\$37,000	\$37,000	\$0	\$37,000	\$37,000	\$0	\$37,000	\$74,000
Maryland Oaks Crossing	37,000	\$37,000		\$37,000	\$37,000		\$37,000	\$74,000
Pace Center for Girls	\$12,866	\$0	\$12,866	\$12,866	\$0	\$12,866	\$12,866	\$25,732
Outreach	12,866		\$12,866	\$12,866		\$12,866	\$12,866	\$25,732
Refuge House	\$35,000	\$0	\$35,000	\$35,000	\$0	\$35,000	\$35,000	\$70,000
Courthouse	35,000		\$35,000	\$35,000		\$35,000	\$35,000	\$70,000
The Oasis Center	\$17,000	\$0	\$17,000	\$17,000	\$0	\$17,000	\$17,000	\$34,000
Single Moms Support Group.	17,000		\$17,000	\$17,000		\$17,000	\$17,000	\$34,000
Turn About	\$35,000	\$0	\$35,000	\$35,000	\$0	\$35,000	\$35,000	\$70,000
Intensive Outpatient	5,000		5,000	\$5,000		5,000	\$5,000	\$10,000
School Intervention & Prevention	30,000		30,000	\$30,000		30,000	\$30,000	\$60,000
<b>TOTAL</b>	<b>\$355,148</b>	<b>\$126,136</b>	<b>\$229,012</b>	<b>\$355,148</b>	<b>\$126,136</b>	<b>\$229,012</b>	<b>\$355,148</b>	<b>\$710,296</b>

**6 Physical Health Services**

A. Agency / Program(s)	E. 2020/21 Allocation	Year 1: 2020/21 Allocations			Year 2: 2021/22 Allocations			O. Fiscal Cycle Allocation Total
		I. City	J. County	K. Total	L. City	M. County	N.Total	
Big Bend Cares	\$115,698	\$75,000	\$40,698	\$115,698	\$75,000	\$40,698	\$115,698	\$231,396
HIV Prev., Educ., Testing & Outreach.	40,698		\$40,698	\$40,698		\$40,698	\$40,698	\$81,396
HIV + Client Care	75,000	\$75,000		\$75,000	\$75,000		\$75,000	\$150,000
Capital Medical Society Fdn.	\$52,500	\$52,500	\$0	\$52,500	\$52,500	\$0	\$52,500	\$105,000
We Care Network	52,500	\$52,500		\$52,500	\$52,500		\$52,500	\$105,000
CESC	\$50,000	\$50,000	\$0	\$50,000	\$50,000	\$0	\$50,000	\$100,000
CESC Health Services	50,000	\$50,000		\$50,000	\$50,000		\$50,000	\$100,000
Neighborhood Medical Center	\$20,000	\$20,000	\$0	\$20,000	\$20,000	\$0	\$20,000	\$40,000
Dental Health	20,000	\$20,000		\$20,000	\$20,000		\$20,000	\$40,000
Sickle Cell Foundation	\$95,000	\$95,000	\$0	\$95,000	\$95,000	\$0	\$95,000	\$190,000
Health Wellness Case Management	95,000	\$95,000		\$95,000	\$95,000		\$95,000	\$190,000
<b>TOTAL</b>	<b>\$333,198</b>	<b>\$292,500</b>	<b>\$40,698</b>	<b>\$333,198</b>	<b>\$292,500</b>	<b>\$40,698</b>	<b>\$333,198</b>	<b>\$666,396</b>

## 7 Senior Services

A. Agency / Program(s)	E. 2020/21 Allocation	Year 1: 2020/21 Allocations			Year 2: 2021/22 Allocations			O. Fiscal Cycle Allocation Total
		I. City	J. County	K. Total	L. City	M. County	N.Total	
Alzheimers Project	\$77,000	\$0	\$77,000	\$77,000	\$0	\$77,000	\$77,000	\$154,000
Caregiver Support Services	77,000		\$77,000	\$77,000		\$77,000	\$77,000	\$154,000
Elder Care Services	\$182,531	\$182,531	\$0	\$182,531	\$182,531	\$0	\$182,531	\$365,062
Elder Day Stay	2,400	\$2,400		\$2,400	\$2,400		\$2,400	\$4,800
In-Home Services	24,000	\$24,000		\$24,000	\$24,000		\$24,000	\$48,000
Nutrition Services	100,000	\$100,000		\$100,000	\$100,000		\$100,000	\$200,000
Senior Outreach Services-SOS	47,131	\$47,131		\$47,131	\$47,131		\$47,131	\$94,262
RSVP	9,000	\$9,000		\$9,000	\$9,000		\$9,000	\$18,000
Good News Outreach	\$12,378	\$12,378	\$0	\$12,378	\$12,378	\$0	\$12,378	\$24,756
Senior Services	12,378	\$12,378		\$12,378	\$12,378		\$12,378	\$24,756
Smith Williams Service Center	\$14,052	\$14,052	\$0	\$14,052	\$14,052	\$0	\$14,052	\$28,104
Senior Solutions Expansion	14,052	\$14,052		\$14,052	\$14,052		\$14,052	\$28,104
Tall. Senior Citizens Foundation	\$4,500	\$0	\$4,500	\$4,500	\$0	\$4,500	\$4,500	\$9,000
Southside Senior Outreach	\$4,500		\$4,500	\$4,500		\$4,500	\$4,500	\$9,000
<b>TOTAL</b>	<b>\$290,461</b>	<b>\$208,961</b>	<b>\$81,500</b>	<b>\$290,461</b>	<b>\$208,961</b>	<b>\$81,500</b>	<b>\$290,461</b>	<b>\$580,922</b>

## 8. Youth Recreation & Character Building

A. Agency / Program(s)	E. 2020/21 Allocation	Year 1: 2020/21 Allocations			Year 2: 2021/22 Allocations			O. Fiscal Cycle Allocation Total
		I. City	J. County	K. Total	L. City	M. County	N.Total	
Big Bend Homeless Coalition	\$13,515	\$0	\$13,515	\$13,515	\$0	\$13,515	\$13,515	\$27,030
HOPE Comm.Summer Youth	13,515		\$13,515	\$13,515		\$13,515	\$13,515	\$27,030
Big Brothers Big Sisters	\$23,000	\$0	\$23,000	\$23,000	\$0	\$23,000	\$23,000	\$46,000
mm. Based Mentoring Children of Prisoners	23,000		\$23,000	\$23,000		\$23,000	\$23,000	\$46,000
Lincoln Center Foundation	\$55,000	\$55,000	\$0	\$55,000	\$55,000	\$0	\$55,000	\$110,000
Lincoln Center Boxing Club	55,000	\$55,000		\$55,000	\$55,000		\$55,000	\$110,000
Loved by Jesus Family Church	\$43,833	\$43,833	\$0	\$43,833	\$43,833	\$0	\$43,833	\$87,666
Safe Spaces for Kids	43,833	\$43,833		\$43,833	\$43,833		\$43,833	\$87,666
The Boys & Girls Clubs	\$238,572	\$238,572	\$0	\$238,572	\$238,572	\$0	\$238,572	\$477,144
Great Futures Start Here	238,572	\$238,572		\$238,572	\$238,572		\$238,572	\$477,144
The Oasis Center	\$32,500	\$0	\$32,500	\$32,500	\$0	\$32,500	\$32,500	\$65,000
Girls Empowerment	32,500		\$32,500	\$32,500		\$32,500	\$32,500	\$65,000
<b>TOTAL</b>	<b>\$406,420</b>	<b>\$337,405</b>	<b>\$69,015</b>	<b>\$406,420</b>	<b>\$337,405</b>	<b>\$69,015</b>	<b>\$406,420</b>	<b>\$812,840</b>

## 9 Youth Education

A. Agency / Program(s)	E. 2020/21 Allocation	Year 1: 2020/21 Allocations			Year 2: 2021/22 Allocations			O. Fiscal Cycle Allocation Total
		I. City	J. County	K. Total	L. City	M. County	N.Total	
Florida State University	\$30,000	\$30,000	\$0	\$30,000	\$30,000	\$0	\$30,000	\$60,000
Pre-Collegiate Div.	30,000	\$30,000		\$30,000	\$30,000		\$30,000	\$60,000
John G. Riley Center	\$45,500	\$0	\$45,500	\$45,500	\$0	\$45,500	\$45,500	\$91,000
YCCLAP	45,500		\$45,500	\$45,500		\$45,500	\$45,500	\$91,000
Miccosukee Youth Education	\$20,000	\$0	\$20,000	\$20,000	\$0	\$20,000	\$20,000	\$40,000
Academic Achievement K-12	20,000		\$20,000	\$20,000		\$20,000	\$20,000	\$40,000
PACE Center	\$64,485	\$0	\$64,485	\$64,485	\$0	\$64,485	\$64,485	\$128,970
Spirited Girls	37,485		37,485	\$37,485		37,485	\$37,485	\$74,970
Transition	27,000		27,000	\$27,000		27,000	\$27,000	\$54,000
Pivotal Point Ent.	\$57,383	\$57,383	\$0	\$57,383	\$57,383	\$0	\$57,383	\$114,766
Character Kids	57,383	\$57,383		\$57,383	\$57,383		\$57,383	\$114,766
TCC-District Bd of Trustees of-	\$15,000	\$15,000	\$0	\$15,000	\$15,000	\$0	\$15,000	\$30,000
Take Stock in Children	15,000	\$15,000		\$15,000	\$15,000		\$15,000	\$30,000
The Ctr. for Independent Living	\$20,000	\$0	\$20,000	\$20,000	\$0	\$20,000	\$20,000	\$40,000
High School High Tech	20,000		\$20,000	\$20,000		\$20,000	\$20,000	\$40,000
TOTAL	\$252,368	\$102,383	\$149,985	\$252,368	\$102,383	\$149,985	\$252,368	\$504,736



**10 Promize Zone**

A. Agency / Program(s)	Year 1: 2020/21 Allocations				Year 2: 2021/22 Allocations			O. Fiscal Cycle Allocation Total
	E. 2020/21 Allocation	I. City	J. County	K. Total	L. City	M. County	N. Total	
American Red Cross	\$30,894	\$30,894	\$0	\$30,894	\$30,894	\$0	\$30,894	\$61,788
Home Fire Safety & Emergency Prep.	30,894	\$30,894		\$30,894	\$30,894		\$30,894	\$61,788
Americas Second Harvest	\$208,687	\$118,687	\$90,000	\$208,687	\$118,687	\$90,000	\$208,687	\$417,374
Feeding the PZ	208,687	\$118,687	90000	\$208,687	\$118,687	90000	\$208,687	\$417,374
Big Bend Cares	\$50,000	\$50,000	\$0	\$50,000	\$50,000	\$0	\$50,000	\$100,000
Indigent Care	50,000	\$50,000		\$50,000	\$50,000		\$50,000	\$100,000
Capital City Youth Services	\$47,000	\$47,000	\$0	\$47,000	\$47,000	\$0	\$47,000	\$94,000
Going Places Street Outreach	47,000	\$47,000		\$47,000	\$47,000		\$47,000	\$94,000
Delta Kappa Omega Fdn.	\$50,000	\$50,000	\$0	\$50,000	\$50,000	\$0	\$50,000	\$100,000
Empowering Youth for the Future	50,000	\$50,000		\$50,000	\$50,000		\$50,000	\$100,000
Good News Outreach	\$15,964	\$15,964	\$0	\$15,964	\$15,964	\$0	\$15,964	\$31,928
PZ Assistance	15,964	\$15,964		\$15,964	\$15,964		\$15,964	\$31,928
Legal Aid Foundation	\$75,106	\$75,106	\$0	\$75,106	\$75,106	\$0	\$75,106	\$150,212
PZ Legal Services/PZ Expungement Clinic	75,106	\$75,106		\$75,106	\$75,106		\$75,106	\$150,212
The Boys & Girls Clubs	\$55,000	\$55,000	\$0	\$55,000	\$55,000	\$0	\$55,000	\$110,000
Sunrise Place & Spring Field Comm.	55,000	\$55,000		\$55,000	\$55,000		\$55,000	\$110,000
The Children's Home Society	\$30,000	\$0	\$30,000	\$30,000	\$0	\$30,000	\$30,000	\$60,000
PZ Early Steps	30,000		30000	\$30,000		30000	\$30,000	\$60,000
The Oasis Center	\$25,000	\$0	\$25,000	\$25,000	\$0	\$25,000	\$25,000	\$50,000
Girls Empowerment- PZ	25,000		25000	\$25,000		25000	\$25,000	\$50,000
<b>TOTAL</b>	<b>\$587,651</b>	<b>\$442,651</b>	<b>\$145,000</b>	<b>\$587,651</b>	<b>\$442,651</b>	<b>\$145,000</b>	<b>\$587,651</b>	<b>\$1,175,302</b>

## AGREEMENT

THIS AGREEMENT is entered into this 1st day of October 2020, by and between XXXXXX, (hereinafter referred to as the “Agency”) and Leon County, a charter county and a political subdivision of the State of Florida (hereinafter referred to as the “County”).

**WHEREAS**, the County allocated funding from its General Revenue Fund for the provision of human services to residents of the County; and,

**WHEREAS**, the Leon County Commission on the XXth day of September 2020, during a regular County Commission meeting, authorized and approved funding in the amount of \$XXX for the XXX Program to the Agency; and,

**WHEREAS**, the County desires to engage the Agency to render, and the Agency desires to render, certain human services to such residents as more specifically described in Attachment A hereto;

**NOW, THEREFORE**, in consideration of the following mutual covenants and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### A. GENERAL CONDITIONS

1. **Scope of Services:** The Agency shall perform the work and services (“Scope of Services”) as set forth in **Attachment A: Statement of Work** attached to this Agreement in a satisfactory and proper manner, as reasonably determined by the County.
2. **Collaboration:** During the term of this Agreement, the Agency shall carry out the goals, objectives, and tasks as outlined in **Attachment B: Collaboration Plan**, to this Agreement. The specific types of collaborative approaches and entities that the Agency will use to enhance its effectiveness in delivering quality services shall include, but shall not be limited to, the following:
  - a. Enhancement of coordination and communication among organizations to improve the delivery of services to residents;
  - b. Development of interagency referral and tracking systems;
  - c. Facilitation of increased community awareness of available human services and resources by utilizing marketing and community-based outreach strategies;
  - d. Creation of opportunities to impact community-wide social indicators; and
  - e. Reduction of duplication of efforts/services.
3. **Program Evaluation:** The Agency’s program evaluation requirements under are specified in **Attachment C: Program Logic Model/Measurement Framework** of this Agreement. The Agency shall participate in training opportunities to strengthen its ability to report program outcome measures.
4. **Term; Time of Performance:** The Agency shall not commence performance of the Scope of Services, nor incur any costs or obligations associated with those services, until the Agency has received a written notice to proceed from the County. All work and services required by this Agreement shall be performed between **October 1, 2020 and September 30, 2021**, unless otherwise mutually agreed to in writing by the County and the Agency.

5. **Personnel and Subcontracting:**

- a. The Agency represents that it has, or will secure at its own expense, all personnel required to perform the Scope of Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
- b. All work and services required hereunder will be performed by the Agency, or under its supervision, and all personnel engaged in the performance of work or services shall be fully qualified and properly authorized or licensed under applicable federal, state, and local law, statutes, and ordinances to perform such work or services.
- c. None of the work or services to be performed under this Agreement shall be subcontracted without prior written approval of the County.

6. **Compensation:** The Agency shall be compensated on a reimbursement basis for approved program related expenditures upon the submission of proper documentation of the expense and its payments. The method and amount of compensation to the Agency for the performance of the Scope of Services under this Agreement is specified in **Attachment D: Method and Amount of Compensation**, of this Agreement. Requests by the Agency for changes in budget line items must be submitted to the County in writing and will be approved or denied by the County in writing within fifteen (15) working days from receipt of the request. Advanced funding requests must be submitted by the agency in writing to the County to approve or deny cannot be more than 25% of the allocated funds of this agreement. In case of an emergency or disaster under Executive Orders, advancement requests greater than 25% of the allocated funds of this agreement will be considered. Funds paid to the Agency by the County shall be referred to as "Grant Funds" and shall be disbursed by the County to the Agency by December 31, 2021.

7. **Program Income:** In the event the Agency receives program income as a result of its performance of the required work or services, such income shall be returned to the County unless the parties have first entered into a written and approved amendment to this Agreement, specifying activities that will be undertaken with the program income. Failure to do so may result in the County exercising its right to seek any available remedies at law or in equity. All provisions of this Agreement shall apply to such specified activities.

8. **Reports:**

- a. The **Agency Report of Advances and Expenditures** (referenced as Attachment I and II) shall be submitted on a monthly or quarterly basis and shall be due no later than the twenty-fifth (25th) day of the month following the reporting period. Documentation of all expenditures shall be submitted. Expenditures are subject to review by County staff and reimbursements are not guaranteed.
- b. A online report titled **Quarterly Narrative Report** reflecting Agency operations shall be submitted through the CHSP portal by the Agency to the County on a quarterly basis, or on such other basis as the County may require from time to time. When submitted quarterly, such report shall be due no later than the twenty- fifth (25th) day following the end of the quarter which is the subject of the report.
- c. Using a form prescribed and supplied by the County, (referenced as Attachment III), the Agency shall submit to the County at least annually an inventory of all nonexpendable personal property purchased by the Agency using Grant Funds.
- d. Using the online portal supplied by the County, the Agency shall submit a **Year-End Close-Out Report**, reflecting all program activity for the fiscal year, to the County by **October 31, 2020**.

e. Upon execution of this Agreement, the Agency will designate in writing to the County, a member of the Agency staff who will be responsible for submission of all Agency reports to the County, and for administration of this Agreement on behalf of the Agency. All contact with the Agency regarding such reporting and administration will be directed to the attention of that designated individual and, as appropriate, the executive director.

f. All reports prepared by the Agency shall be submitted

to:

Malinda Harris, Human Services Specialist  
Leon County  
Office of Human Services and Community Partnerships  
918 Railroad Avenue  
Tallahassee, FL 32310

g. Failure to provide any report required by this section may result in the County withholding funds.

9. **Amendments:** The parties may, from time to time, amend this Agreement. Such amendments must be mutually agreed upon in writing by the County and the Agency and set forth in a written document executed by duly authorized representatives of the parties to this Agreement.
10. **Termination of Contract for Cause:** If the Agency fails to fulfill, in a timely and proper manner, any of its obligations under this Agreement, or if the Agency violates any of the covenants, agreements, provisions, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice of such termination to the Agency, specifying the reasons for the termination and the effective date thereof, at least five (5) days prior to the effective date of such termination. The Agency shall be entitled to receive pro rata compensation for any work or services satisfactorily completed prior to the effective date of termination, subject to the provisions set forth below. Notwithstanding such termination, the Agency shall be and remain liable to the County for all damages sustained by, and costs or expenses incurred by the County by virtue of any breach of the Agreement by the Agency. In so far as allowed by Florida law, the County shall have a right to offset against any compensation otherwise due the Agency the amount of any damage sustained by the County by virtue of the Agency's breach of this Agreement and any other amounts owed to the County by the Agency.
11. **Termination of Contract for Convenience of County:** The County may terminate this Agreement in whole or in part at any time by giving written notice to the Agency of such termination, specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated by the County as provided herein, the Agency will be paid an amount which bears the same ratio to the total compensation as the work and services actually performed bear to the total work and services of the Agency covered by the Agreement, less payments of compensation previously made.
12. **Reversion of Assets:** Upon expiration or other termination of this Agreement, the Agency shall transfer to the County any remaining Grant Funds not properly expended or obligated at the time of expiration and any accounts receivable attributable to the use of Grant Funds within ten (10) business days. Failure to do so may result in the County exercising its right to seek any available remedies at law or in equity.

13. **Assignment and Binding Effect:** The Agency shall not assign, transfer, or otherwise convey any interest in this Agreement without the prior written consent of the County.
14. **Audit:** If a contracted entity spends \$500,000 or more of County and/or State funds in a single fiscal year or spends \$750,000 or more of federal funds in a single fiscal year, an independent certified public accountant shall be employed by the entity to conduct a financial and compliance audit in accordance with Government Auditing Standards, issued by the Comptroller General of the United States and the audit requirements of Title 2, U.S. Code of Federal Regulations, Part 200, Uniform Administrative Requirements or Section 215.97, Florida Statutes, as applicable. In addition to the above, the contracted entity shall provide the applicable County department(s) awarding and/or managing the contract and the County Auditor, for their review, a copy of any audit report issued as part of this requirement. Such audit reports shall include or be accompanied by any applicable management letter issued and all applicable responses to the auditor's findings and recommendations. All audit reports and related reports shall be submitted to the awarding and/or managing County department(s) and the County Auditor's Office within 30 days of receipt of each issued audit report.
15. **Performance Monitoring:** The County will monitor the performance of the Agency with respect to completion of the activities identified in the Scope of Services. Failure to accomplish these activities will constitute noncompliance with this Agreement. If action to correct noncompliance is not taken by the Agency within a reasonable time period after being notified by the County, contract suspension or termination procedures will be initiated. The Agency's obligation to the County shall not end until all closeout requirements are completed.  
  
The County reserves the right to conduct financial and program monitoring of all awards to the Agency and to perform an audit of all records. An audit by the County may encompass an examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement.
16. **Indemnification:** The Agency shall indemnify, save and hold the County, its officials, officers and employees harmless from any and all actions, obligations, claims, damages, expenses, costs of any kind, debts, negligence, and liabilities arising from, or in any way related to, acts or omissions of the Agency, its employees, volunteers, subcontractors, employees of subcontractors, or clientele, in the performance of, or failure to perform under, this Agreement. Should the County, as a result of the performance or lack thereof by or on behalf of the Agency, be required to reimburse any sums to any organization, or reimburse funds to any Federal, state or local governmental entity, contribute funds to the performance of this project, or expend County funds to complete or correct such performance, the Agency, upon demand by the County, shall refund and reimburse the County for all sums so reimbursed or expended by the County.
17. **Attorney Fees:** Nothing in this Agreement shall be construed to deny either party the right to seek any remedies that may be available to that party, at law or in equity, including but not limited to awards of court costs and attorney fees, in order to enforce the terms of this Agreement or to recover damages as a result of a breach of this Agreement.
18. **Notice:** All notices required herein 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 Agency: [To be added.]

Notice to County: [Please provide the address you prefer.]

## **B. ASSURANCES**

1. **Equal Employment Opportunity:** The Agency shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, disability, sexual orientation, gender, national origin, marital status, familial status, or any other basis prohibited by applicable law. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the County setting forth the provisions of this nondiscrimination clause. The Agency shall incorporate this provision in all subcontracts for services provided under this Agreement.
2. **Nondiscrimination Under Title VI of Civil Rights Act of 1964:** The Agency covenants and promises that it will fully comply with Title VI of the Civil Rights Acts of 1964 (P.D. 88-352) and in accordance with Section 109 of the Housing and Community Development Act of 1974, as amended, and with all requirements imposed by or pursuant to that Act. In accordance with this, no person in the United States shall, on the basis of race, color, disability, age, religion, national origin, or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the recipient received financial assistance from the County.
3. **Americans with Disabilities Act:** The Agency covenants and promises that it will, to the greatest extent feasible, comply with the Americans with Disabilities Act, as amended, which focuses on the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Local, State & Federal laws and ordinances:** The Agency covenants and promises that it will fully comply with applicable local, state, and federal laws and ordinances.
5. **Interest of Members of the County and Others:** No officer, member or employee of the County and no members of its governing body, and no other public official of the governing body of the locality in which the project is situated and being carried out who exercise any functions or responsibility in the review and approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
6. **Interest of the Agency:** The Agency on behalf of itself and its officers and officials, covenants that none of them presently have any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of work and services required to be performed under this Agreement. The Agency, on behalf of itself and its officers and officials, further covenants that in the performance of this Agreement, no person having such interest shall be employed.

7. **Financial Management:** The Agency agrees to comply with the Financial Accounting Standards Board, Statement of Financial Accounting Standards 116 and 117. The Agency agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. Internal controls are systems of policies and procedures designed to promote and protect sound financial management practices, including the development and implementation of a check signing policy that requires two signatures on checks for purchases over a specified amount in accordance with the policies and procedures adopted by the Agency's Board of Directors. Furthermore, the policy specifies that no agency staff, including the executive director, can sign a check written to him/her or written for cash. The policy also includes specifications and internal safeguards (direct board oversight) regarding making withdrawals from the agency's account.

The Agency agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Agency shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or CFR 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

8. **Audits, Records, and Retention:**

The Agency 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 Agency 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 Agency 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 Agency'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 Agency 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 Agency or keep and maintain public records required by the County to perform the Services required hereunder. If the Agency transfers all public records to the County upon termination of the Agreement, the Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon termination of the Agreement, the Agency 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 AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Malinda Harris, Human Services Specialist  
Leon County  
Office of Human Services and Community Partnerships  
918 Railroad Avenue  
Tallahassee, FL 32310  
[HarrisMa@leoncountyfl.gov](mailto:HarrisMa@leoncountyfl.gov)  
(850) 606-1900



- h. The Agency shall maintain client data documenting client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, description of services provided, and participant outcomes, including data utilized to determine participant outcomes. Such information shall be made available to the County monitors or their designees for review upon request.

The Agency recognizes that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Agency's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

9. **Insurance:** The Agency shall procure and maintain for the duration of this 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 Agency, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the Agency.

The Agency shall provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, the Agency accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Agency and the clients to be served under this contract. Upon the execution of this contract, the Agency shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this Agreement. 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. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The County reserves the right to require additional insurance, where appropriate.

10. **Constitutional Prohibition:** The Agency shall not use Grant Funds for the acquisition, construction, reconstruction, rehabilitation, or operation of structures used for religious purposes.

**ATTACHMENT A: STATEMENT OF WORK**

**ATTACHMENT B: COLLABORATION PLAN**

**ATTACHMENT C: PROGRAM LOGIC MODEL/OUTCOME MEASUREMENT FRAMEWORK**

**ATTACHMENT D: METHOD AND AMOUNT OF COMPENSATION**

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

IN WITNESS THEREOF, the County and the Agency have executed this Agreement as of the date first above written.

**AGENCY:**

**Agency name here**

\_\_\_\_\_  
Witness as to Agency

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

\_\_\_\_\_  
Witness as to Agency

\_\_\_\_\_  
(Type or print name and title of signatory)

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

LEON COUNTY, FLORIDA

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

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

APPROVED AS TO FORM:  
Leon County Attorney's Office

BY:\_\_\_\_\_  
Chasity H. O'Steen,  
County Attorney

## **FY 2020/2021 GENERAL REVENUE CONTRACT ATTACHMENTS**

- ✓ **ATTACHMENT A: STATEMENT OF WORK**
- ✓ **ATTACHMENT B: COLLABORATION PLAN**
- ✓ **ATTACHMENT C: PROGRAM LOGIC MODEL/ OUTCOME MEASUREMENT FRAMEWORK**
- ✓ **ATTACHMENT D: METHOD AND AMOUNT OF COMPENSATION**

## ATTACHMENT A: STATEMENT OF WORK

**Instructions:** Please type your responses on the form provided. When completing this section, please use your CHSP grant as a guide.

- A. **List the Legal Name of the Agency exactly as listed with the Florida Department of State Division of Corporations, which is the same name listed on the first page of the contract:**
- B. **List the Program Name:**
- C. **Provide a Program Narrative** for approved activity. In the narrative, provide responses to the following inquiries:
1. Briefly **define the program's specific target population**, including client demographics and household income levels such as low to moderate income.
  2. Briefly **describe the program's geographic service area**. If the program proposes to serve certain census tracts, schools, community centers or communities, please specify.
  3. State the actual or estimated **number of unduplicated clients** (persons served only once within a given fiscal year) the program proposes to serve annually.
  4. Briefly **define the target population's need(s) or social problem(s)** that the program proposes to address.
  5. **Briefly state the overall purpose, goal(s), and objectives** of the program.
  6. **Briefly describe how the program will be implemented**. The program description must include the types of services provided, how frequently services are provided, who will provide the services, location of services, and any fees or eligibility requirements for clients, etc.

- D. Utilizing the form provided on the following page, complete a Program Implementation Timeline. Provide a list of major program outputs that the program plans to accomplish and the anticipated completion dates. **When completing this section, list the precise outputs stated in the Program Logic Model/Outcome Measurement Framework.** This schedule will be used as a monitoring and planning tool.

<b>Program Implementation Timeline</b>	
<b>Program Name:</b>	
<b>Program Outputs</b>  (When completing this section, list the precise outputs noted in the Program Logic Model/Outcome Measurement Framework.)	<b>Date of Completion</b>

- E. If the Citizens Review Team issued a **finding or serious concern** (i.e., a concern that directly impacts the capacity of the agency to effectively deliver the program) in the agency's 2020/2021 – 2021/2022 CHSP award letter, please list the specific finding or serious concern in the chart below. Also, specify how the Agency will correct the findings or serious concerns (corrective actions), and provide an anticipated timeline for completing those tasks.

<b>CHSP 2020/21-2021/2022 FINDING &amp; SERIOUS CONCERN</b>		
<b>CRT Finding or Serious Concern</b>	<b>Corrective Action Plan/Tasks</b>	<b>Timeframe for Completion</b>

## ATTACHMENT B: COLLABORATION PLAN

**Instructions:** Please type your responses on the form provided. When completing this section, please use your CHSP Grant as a guide.

A. **List the Legal Name of the Agency exactly as listed with the Florida Department of State, Division of Corporations, which is the same name listed on the first page of the contract:**

B. Describe how the target population will be identified, recruited, and retained.

C. **Identify your agency's collaborative partners, including community-based resources, and explain how you will work together to address the needs of the program's target population.**

Collaborative Partners/Resources	Description of Collaborative Partnerships

## ATTACHMENT C: PROGRAM LOGIC MODEL/OUTCOME MEASUREMENT FRAMEWORK

**Instructions:** When completing this form, please use the Outcome Measurement Framework included in your 2020/2021—2021/2022 application as a guide. Please modify the form as needed. For example, if the program received less funding than anticipated, you may need to modify this form accordingly. As you complete this form, please be realistic in what your program can accomplish and measure, recognizing that some programs can only impact short-term objectives based on the length and intensity of the intervention.

- A. **List the Legal Name of the Agency exactly as listed with the Florida Department of State, Division of Corporations, which is the same name listed on the first page of the contract:**
- B. Utilizing the Program Logic Model/Measurement Framework form, complete the following sections:
1. List **Program Inputs: resources dedicated** to or consumed by the program to meet its stated program goals and objectives such as staffing and funding.
  2. List **Program Activities: what the program does** (types of activities) with the inputs to fulfill its mission such as mentoring and counseling.
  3. List **Program Outputs: the specific number of products or units of services** provided by the program such as the number of classes and hours of service delivered.
  4. List anticipated **Program Outcomes: direct benefits for participants** during and after involvement in the program such as improvements in reading skills or reduced recidivism rates for youth involved in the juvenile justice system. List short-term, intermediate, and long-term outcomes as appropriate based on the program design and capacity.
  5. List **Measurable Indicators: positive indicators that demonstrate how the program is benefiting its participants**. Identify the specific, observable accomplishments or changes that will demonstrate whether each outcome has been achieved. Ask yourself what does the outcome look like when it occurs? Successful indicators include promotion to the next grade level, high school graduation, reduction in school suspensions, and obtaining safe, affordable housing, etc.  
**Indicators must be observable, measurable, and meaningful.**
  6. State **Data Source: type of data source** that will be **utilized to measure the effectiveness of the program** (e.g., report cards, testing scores, survey results, discipline records, trained observers, pre/post test results, etc.). As you consider a potential data source, ask if it is reasonable to believe that the data source will provide useful, reliable information related to the specific outcome.
  7. **Data Collection Method:** explain **what methods will be used to collect the information**, the frequency that the data will be collected, and the types of data collection instruments you will use. Areas of consideration include the purchase costs of the assessment instruments, the usefulness of the data to assist program managers in making program improvements, and the credibility of the data collected. The choice of a data collection method may represent a trade-off between cost, response rate, time required to obtain the data, and other factors.

**Special Note:** The outputs listed in the Program Logic Model/Outcome Measurement Framework must be the exact outputs listed in Attachment A: Statement of Work, Program Implementation Timeline.

Program Name:						
ATTACHMENT C: PROGRAM LOGIC MODEL			OUTCOME MEASUREMENT FRAMEWORK			
Program Inputs (Dedicated program resources)	Program Activities (Specific activities demonstrating service to client)	Program Outputs (Direct number of products/units of service, activities quantified)	Program Outcomes (Short term, intermediate, long term outcomes)	Measurable Indicators (Positive indicators that demonstrate the program's benefits to clients)	Data Source (Type of data source that measures program effectiveness)	Data Collection Method (Methods utilized to collect program participant data)
			Short-Term Outcomes:			
			Intermediate Outcomes:			
			Long-term Outcomes:			



## ATTACHMENT D: METHOD AND AMOUNT OF COMPENSATION

**Instructions:** Please note, this budget should be based on the budget projections provided in the CHSP application or modified as appropriate if the Agency was not allocated the full funding request. Also, each cost category must be specified - “other” is not allowed as a cost category. Regarding the **personnel cost category**, **provide a detailed breakdown of the staff positions and costs associated with each position.**)

A. **List the Legal Name of the Agency exactly as listed with the Florida Department of State, Division of Corporations, which is the same name listed on the first page of the contract:**

B. Total amount of General Revenue funds awarded: \$\_\_\_\_\_

C. Budget for General Revenue Funds

PROGRAM BUDGET COST CATEGORIES	BUDGET AMOUNT	PROVIDE A DETAILED BUDGET NARRATIVE; BE SPECIFIC
Personnel		
Professional Fees		
Occupancy/Utilities/Phones/Networks		
Materials/Supplies/Postage		
Equipment Rental, Maintenance, Purchase		
Travel/Workshops/Training		
Business Incorporation Services		
Direct Client Assistance		
Bonding/Liability Insurance		
Collaborative Partnership Activities		
Capacity Building (i.e., UPHS, INIE)		
Other/Specify:		
<b>TOTAL BUDGET</b>		

D. Please describe the anticipated schedule for reimbursement based on Agency needs and conditions approved by the City and the Agency: **The Agency is requesting monthly/quarterly reimbursements upon submission of appropriate fiscal and programmatic documentation.**

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #9**

# Leon County Board of County Commissioners

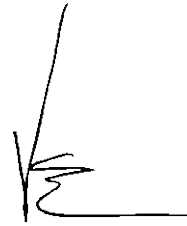
## Agenda Item #9

September 15, 2020

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

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

**Title:** Florida Housing Finance Corporation Coronavirus Relief Funds



<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, Office of Human Services & Community Partnerships
<b>Lead Staff/ Project Team:</b>	Matthew Wyman, Housing Services Manager

### **Statement of Issue:**

This item seeks Board authorization to accept \$261,734 in Coronavirus Relief Funds (CRF) from the Florida Housing Finance Corporation to provide housing assistance to County residents impacted by COVID-19.

### **Fiscal Impact:**

This item has a fiscal impact. Leon County has been allocated \$261,734 from Florida Housing Finance Corporation in CRF funds through the CARES Act to support COVID-19 assistance efforts.

### **Staff Recommendation:**

- Option #1: Ratify the Funding Agreement with the Florida Housing Finance Corporation (Attachment #1) and adopt the associated Resolution (Attachment #2) authorizing the County Administrator to execute any subgrants, documents, certifications and do all things necessary and proper to carry out the term and conditions of the Agreement.
- Option #2: Approve the Resolution and associated Budget Amendment Request realizing \$261,734 from the Florida Housing Finance Corporation (Attachment #3).

## **Report and Discussion**

### **Background:**

This item seeks Board ratification of a funding Agreement with the Florida Housing Finance Corporation (Florida Housing) to receive \$261,734 of Coronavirus Relief Funds (CRF) authorized by Congress in the Coronavirus Aid, Relief, and Economic Security (CARES) Act for housing assistance to residents impacted by COVID-19. The funds are restricted to the unincorporated area and can be used for past due rent or mortgage, past due utility, security deposits, insurance deductibles, emergency housing repairs, and homeownership counseling. As requested by Florida Housing, the Agreement was executed by the County Administrator on August 27, 2020.

On June 10, 2020, Governor DeSantis announced that the State of Florida would disburse funds allocated to Florida (totaling up to \$1.275 billion) to counties with a population below 500,000 through the Florida Department of Emergency Management. Leon County was awarded \$51.2 million to distribute to local entities. On July 14, 2020 the Board approved the Leon CARES Plan establishing various programs including the Individual Assistance program (IA) which provides Leon County residents that experienced a loss of income due to COVID-19 and have a household income of 80% or below the area median income assistance of up to \$3,000 with past due rent, mortgage and utility. The IA program is currently being implemented.

On June 25, 2020, Governor DeSantis announced that the State would disburse an additional \$120 million of CRF funding through Florida Housing's State Housing Initiatives Partnership (SHIP) for activities such as utility, rent and mortgage assistance, and counseling. SHIP is the primary funding source of the County's Housing Program. The Governor ordered the funds to be allocated based on calculations related to the reemployment rate within each county and will be disbursed in two rounds of payments with the remainder of the funds expected to be distributed in October. On July 16, 2020, Florida Housing allocated \$261,734 in CRF funds to the County to provide housing assistance to residents in the unincorporated area impacted by COVID-19 which may be used for past due rent or mortgage, past due utility, security deposits, insurance deductibles, emergency housing repairs, and homeownership counseling. The City of Tallahassee (City) was allocated \$508,071 in CRF funds to assist citizens that reside inside City limits.

An agreement must be executed with the Florida Housing prior to the distribution of the CRF funds. On August 20, 2020, Florida Housing requested that the County execute an agreement on or prior to September 1, 2020 in order to distribute the initial installment of \$261,734. As a result, on August 27, 2020, the County Administrator executed an agreement with Florida Housing for the CRF funds. This item seeks the Board's ratification of the Agreement.

### **Analysis:**

The CARES Act and the CRF Funding Agreement with Florida Housing governs the eligibility requirements and activities performed using the funding. An eligible person or household must be or have been impacted by COVID-19 and have a household income that is 120% or below the area median income, based on household size. For example, the 120% area median income for a family of four is \$87,240. The CRF Funding Agreement authorizes funds to be utilized for the following activities:

- i. Rental assistance payments (including back rent, deposits and utility payments);
- ii. Mortgage payments and buydowns;
- iii. Emergency repair of housing;
- iv. Assistance to homeowners to pay insurance deductibles;
- v. Housing re-entry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings;
- vi. Foreclosure or eviction prevention, including monthly rent and associated fees; and
- vii. Homeownership counseling.

Similar to the \$51.2 million CARES Act funding awarded to the County, the Florida Housing CRF funds must be utilized for expenses incurred between March 1, 2020 and December 30, 2020 to assist eligible applicants through programs and activities outlined above. On August 20, 2020, Florida Housing requested that the County execute the agreement for CRF funding on or prior to September 1, 2020 in order to distribute the first installment (approximately 60% of the fund) as soon as possible. The County Administrator executed the Agreement on August 27, 2020. As stated in the Agreement, the remainder of the funds is expected be distributed in October. The County is required to provide a progress report on the expenditure of the first installment by September 25, 2020 prior to the distribution of the additional funds. Any funds unspent by December 30, 2020 must be returned to Florida Housing.

It is recommended that CRF funding be primarily utilized in conjunction with the County's IA program for mortgage, rent and utility assistance as well as homeownership and financial counseling. On August 20, 2020, staff confirmed that counseling provided to citizens that do not currently own a home is an acceptable use of funding. As previously mentioned, the Board approved the Leon CARES Plan establishing the Individual Assistance program (IA) which provides Leon County residents that experienced a loss of income due to COVID-19 and have a household income 80% or below the area median income assistance of up to \$3,000 with past due rent, mortgage and utility.

In order to enhance the IA program and assist those that may not be eligible due to household income, staff recommends the funds allocated by the Florida Housing be utilized for assisting IA applicants that have experienced a loss of income due to COVID-19, earn a household income between 81% and 120% of AMI, and reside in unincorporated Leon County. These households are eligible for up to \$3,000 in financial assistance for past due rent, mortgage and utilities. County staff will provide assistance to IA applicants in completing a separate application for the CRF funding in accordance with the CRF Funding Agreement.

In addition to assisting eligible applicants with past rent, mortgage, and utilities, it is recommended that the County utilize up to \$90,000 of CRF funding to contract with local organizations that are certified by the U.S. Department of Housing and Urban Development (HUD) as housing counseling agencies such as the Tallahassee Lender's Consortium and Tallahassee Urban League to provide homeownership counseling to persons and households impacted by COVID-19. The partners would provide virtual and/or in-person counseling sessions on topics such as homebuyer education, home budgeting, credit repair, and foreclosure prevention as well as provide assistance with the completion of a separate application for the counseling services in accordance with the

CRF Funding Agreement. Priority for the sessions would be given to individuals and households that are awarded IA or CRF funding for assistance.

It is anticipated that the County would contract with up to three organizations for homeownership counseling services for up to \$90,000. Staff has solicited quotes for homeownership counseling services from HUD-certified organizations and will enter into agreements with the awarded partners so that counseling can be provided to eligible citizens as soon as possible.

**Options:**

1. Ratify the Funding Agreement with the Florida Housing Finance Corporation (Attachment #1) and adopt the associated Resolution (Attachment #2) authorizing the County Administrator to execute any subgrants, documents, certifications and do all things necessary and proper to carry out the term and conditions of the Agreement.
2. Approve the associated Budget Amendment Request realizing \$261,734 from the Florida Housing Finance Corporation (Attachment #3).
3. Do not ratify the Funding Agreement with the Florida Housing Finance Corporation.
4. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Funding Agreement with the Florida Housing Finance Corporation
2. Proposed Resolution
3. Resolution and associated Budget Amendment Request

**CORONAVIRUS RELIEF FUND (CRF)**  
**SUBRECIPIENT AGREEMENT**

**THIS FUNDING AGREEMENT** ("Agreement") is entered into by and among LEON COUNTY, a charter county and political subdivision of the State of Florida, ("Subrecipient"), a local government that meets the State Housing Initiatives Partnership ("SHIP") Program eligibility requirements, and FLORIDA HOUSING FINANCE CORPORATION ("Florida Housing"), a public body corporate and politic duly created and existing under the laws of the State of Florida. Upon execution by both parties, this Contract shall become effective as of the date the last party signs ("Effective Date").

**WITNESSETH:**

**WHEREAS**, the Coronavirus (COVID-19) emergency has caused disruption in Florida's economy leading to high rates of unemployment and business closures;

**WHEREAS**, Many Floridians are in need of assistance with rental payments, mortgage payments and home repairs;

**WHEREAS**, the State of Florida has been awarded funds pursuant to, section 601(d) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020);

**WHEREAS**, a portion of the CARES Act Funds (designated the "Coronavirus Relief Funds or CRF funds") will be distributed by Florida Housing to and administered by Eligible Local Governments (as defined herein) and expended only for purposes authorized by this Agreement;

**WHEREAS**, the Subrecipient and Florida Housing wish to enter into this Agreement which will govern the disbursement and expenditure of CRF funds;

**NOW, THEREFORE**, in consideration of the foregoing, the parties hereto agree as follows:

- A. Recitals: The recitals stated above are true and correct, are incorporated herein, and form an integral part of this Agreement.
- B. Definitions:
1. "Administrative Expenditures" means funds, not to exceed 10% of the allocation, expended by Subrecipient to carry out the activities of CRF. This expense may include salaries and benefits of staff, office supplies and equipment, required travel, advertising, recording costs.
  2. "Annual income" means annual income as defined under the Section 8 housing assistance payments programs in 24 C.F.R. part 5; annual income as reported under the census long form for the recent available decennial census; or adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 for individual federal annual income tax purposes..
  3. "Eligible Housing" means any real and personal property located within the county or eligible municipality which is designed and intended for the primary purpose of providing decent,

safe, and sanitary residential units that are designed to meet the standards of the Florida Building Code or previous building codes adopted under Chapter 553, Fla. Stat., or manufactured housing constructed after June 1994 and installed in accordance with the installation standards for mobile or manufactured homes contained in rules of the Department of Highway Safety and Motor Vehicles, for home ownership or rental for Eligible Persons as designated by Subrecipient.

4. "Eligible Local Government" means a local government in Florida that meets the SHIP Program eligibility requirements.
5. "Eligible Persons" or "Households" means one or more natural persons or a family determined by Subrecipient to be earning not more than 120% of the area median income according to the income limits adjusted to family size published annually by Florida Housing.
6. "Eligible Sponsor" means a person or a private or public for-profit or not-for-profit entity that applies for an award under CRF for the purpose of providing Eligible Housing for Eligible Persons.
7. "Expended" means the affordable housing activity is complete.
8. "Program Income" means proceeds derived from interest earned on or investment of the funds, proceeds from loan repayments, recycled funds, and all other income derived from use of CRF funds.
9. "Project Delivery Costs" means those costs related to the delivery of housing related services to an eligible applicant that are not included as part of Administrative Expenditures.
10. "Sub-Grantee" means a person or organization contracted by a Subrecipient that is compensated with CRF funds to provide administration of any portion of the CRF.

C. Allocation and Use of Funds:

1. Amount of Funds Available to Subrecipient: The total funds made available to Subrecipient under this Agreement is: \$261,734.
2. Disbursement of Funds to Eligible Subrecipients: The available funds will be disbursed to Subrecipient for activities described in Item C.4., below. Funds will be disbursed in up to two payments, the amount of each to be determined by Florida Housing. The first payment for the full amount in Item C.1. above will occur upon execution of this Agreement. Subject to the terms of this paragraph, a second payment may be disbursed no later than October 1, 2020. If Florida Housing determines that the Subrecipient has failed to make satisfactory progress in meeting the requirements of this Agreement or has otherwise failed to satisfactorily perform under the terms of this Agreement, the funds representing the second payment may be withheld by Florida Housing pending resolution of the issues giving rise to the lack of progress or failure to perform satisfactory to Florida Housing which may include a written plan to address the issues prepared by the Subrecipient and submitted to Florida Housing for approval.



3. Establishment of CRF Trust Fund: Subrecipient must establish and maintain a CRF trust fund or a pooled account where CRF funds are clearly designated.
4. Expenditure of Funds by Subrecipient: CRF funds shall be Expended by Subrecipient for the following:
  - a. Direct CRF Administrative Expenditures and Project Delivery Costs incurred on or after March 1, 2020 in an amount no more than a cumulative 10 percent of CRF funds incurred by Subrecipient, a consultant to Subrecipient, and/or a Sub-Grantee. CRF funds shall not be used to pay for Administrative Expenditures and Project Delivery Costs incurred prior to March 1, 2020.
  - b. Housing counseling services, direct rental assistance, relocation costs and awards to assist Eligible Housing for Eligible Persons or Households or Eligible Sponsors.
  - c. CRF funds may be used for the following pre-approved program purposes or activities:
    - i. Rental assistance payments (including back rent, deposits and utility payments);
    - ii. Mortgage payments and buydowns;
    - iii. Emergency repair of housing;
    - iv. Assistance to homeowners to pay insurance deductibles;
    - v. Housing re-entry assistance, such as security deposits, utility deposits, and temporary storage of household furnishings;
    - vi. Foreclosure or eviction prevention, including monthly rent and associated fees; and
    - vii. Homeownership counseling.

All other activities must be presented in writing to Florida Housing and approved in writing prior to implementation.
5. Term: The period of performance for this grant is March 1, 2020 – December 30, 2020. In executing this Agreement, Subrecipient is certifying that all CRF funds will be Expended by December 30, 2020. The term of this agreement will be from the Effective Date through March 31, 2021.
6. Advertisement of Availability of Funds: U CRF funding availability shall be advertised by Subrecipient in both a newspaper of general circulation and, where available, periodicals serving racially, ethnically and income diverse neighborhoods, at least 10 days before the beginning of the application period. This 10-day period does not prevent assistance to applicants that have already applied and been determined eligible prior to the application period. At a minimum, the advertisement shall contain:
  - a. The amount of funds projected to be received from the state for the fiscal year(s).
  - b. The beginning and ending date of the application period;
  - c. The name of the contact person and other pertinent information where applicants may apply for assistance (phone number, address, email, and hours of operation);
7. Repayments:
  - a. The Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the eligible period of performance. The Subrecipient shall ensure that its contractors, subcontractors, and consultants only

- expend funding under this Agreement for allowable costs resulting from obligations incurred during the period of performance.
- b. The Subrecipient shall refund to Florida Housing any unobligated funds which have been advanced or paid to the Subrecipient upon termination of this Agreement.
  - c. Any unexpended funds under this Agreement, including unexpended program income earned, must be returned to Florida Housing upon termination of this Agreement.
  - d. Upon termination of this Agreement, or upon any determination made indicating such, the Subrecipient shall refund to Florida Housing any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.
  - e. The Subrecipient shall refund to Florida Housing any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to Florida Housing within 30 calendar days from Subrecipient's receipt of notification of such non-compliance.
  - f. The Subrecipient's obligations under this section will survive the termination of the Agreement.
8. Performance under this Agreement is subject to 2 C.F.R Part 200, entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."
9. Single Audit Act: Funds payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance. The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. Part 200 and the related provisions of the Uniform Guidance, if it expends more than \$750,000 or more in Federal awards from all sources during its fiscal year. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 21.019.
- D. Application for CRF Eligible Person or Household Assistance: Subrecipient shall establish criteria for CRF assistance and develop an application for CRF eligibility.
- a. The application for assistance should contain all the necessary information to determine whether an applicant household is potentially eligible for CRF assistance. In accordance with the provisions of Sections 760.20-760.37, Fla. Stat., it is unlawful to discriminate on the basis of race, religion, color, sex, familial status, national origin, or handicap in the award application process for Eligible Housing.
  - b. At a minimum, an application for program assistance should contain the following items for each household members:
    - i. The number of people residing in the household including name, age, relationship to head of household, current address and home phone number;
    - ii. Name and address of employer(s), work phone number(s), position title and number of years on job with employer;
    - iii. Sources of annual income, including earned, unearned and asset income, and a statement signed by all of the adults who reside in the household consenting to the disclosure of information for the purpose of verifying income and assets for determining income eligibility for program assistance.
    - iv. A signed statement indicating that the applicant understands that all information provided is subject to Florida's public records laws.

- v. A statement that it is a first-degree misdemeanor to falsify information for the purpose of obtaining assistance.
- E. Allowable Rental Assistance (Subsidies): Assistance may be provided as direct rental assistance to Eligible Persons in any of the following manners:
- 1. Security and utility deposit assistance to secure temporary or permanent rental housing; or
  - 2. Eviction prevention not to exceed 10 months' rent; or
  - 3. A rent subsidy program for income eligible households that are displaced from rental units that are uninhabitable; or
- F. Allowable Mortgage Payments: Mortgage payment assistance may be awarded to eligible applicants. This may include principle and interest, insurance, and homeowner association fees. Real Estate taxes paid to a government entity are not eligible.
- G. Income Categories: All households assisted must be at or below 120% of the area median income.
- H. CRF Eligible Person Award Terms: CRF funds awarded directly to Eligible Persons must be in the form of a grant, deferred loan or hard pay loan.
- I. Reporting Requirements: The Subrecipient must provide Florida Housing with monthly reports beginning on October 1, 2020 and a closeout report by February 15, 2021. These funds must include the current status and progress of the expenditure of funds under this Agreement, in addition to any other information requested by Florida Housing. All funds must be accounted for on the CRF Data Upload Form as provided by Florida Housing. Quarterly reports are due to Florida Housing no later than 15 days after the end of each quarter. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.
- J. Program Compliance
- 1. File Management and Record Retention relating to CRF Eligible Persons or Sponsors: Subrecipient must maintain a separate file for every applicant, Eligible Person, Sub-Grantee or Sponsor, regardless of whether the request was approved or denied.
    - a. Contents of File: Each file must contain sufficient and legible documentation. Documents must be secured within the file and must be organized systematically.
    - b. Record and File Retention: Local governments are required to retain records and other relevant documentation for each applicant, Eligible Person, Sub-Grantee or Sponsor for five fiscal years after funds have been expended or five years after the expiration of a use restriction agreement. and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released.
      - i. The minimum requirements for documentation of award depend upon the type of assistance awarded and the funding sources. Every file should contain a section of notes and a file checklist, which tracks the efforts and progress of obtaining necessary documents. The checklist is a useful tool for all persons who must have access to the file. However, this checklist may be modified to accommodate a local government's need for additional documentation.

- ii. Eligible Sponsors(developers) who are awarded funds have the responsibility for maintaining clear and accurate files on project recipients and activities. Subrecipient must monitor the Eligible Sponsors files on a regular basis to ensure that all information is collected that will be needed for reporting. Subrecipient's housing administrator must also review the file documentation to ensure that assistance is awarded to Eligible Persons and that all project activities conform to program requirements.
  - iii. In cases where a Sub-Grantee is used to administer CRF, Subrecipient is ultimately responsible for program compliance.
  - iv. All other records that document the award or expenditure of CRF funds must be retained for five fiscal years after the funds have been expended or five years after the expiration of a use restriction agreement and accounted for and/or satisfaction of loans, whichever is later, provided applicable audits have been released. This means that for cases that were assisted Subrecipient must retain all records no less than five years after the loan has been satisfied, provided audits have been released, whichever is later. Housing records of this type include, but are not limited to:
    - 1) applications;
    - 2) program and set-aside records;
    - 3) housing agreements;
    - 4) income verifications and
    - 5) other records as required by Florida Housing or federal, state and local law or regulations.
  - v. Records must be retained in electronic form. The standards used must comply with the Florida Administrative Code. Local record retention requirements may be stricter than the State.
  - c. Access to Files: Florida Housing or any duly authorized representative shall be permitted to inspect any files relating to CRF Eligible Person or Sponsors including but not limited to advertisements, applications, income verifications and certifications, plan participation contracts, financial records, tracking system records, construction cost verification including receipts and contracts, rental development annual reviews, Eligible Sponsor reviews, Eligible Sponsor award lists, CRF fund recipient lists, and any other applicable documents at any reasonable time with or without notice. Such records shall be maintained within the participating county or eligible municipality at a place accessible to the Corporation staff or its designated monitoring agent.
2. Files Management and Record Retention relating to Subrecipient and Administration of this Agreement:
- a. The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by Florida Housing under this Agreement.
  - b. Contents of the Files: Subrecipient must maintain files containing documentation to verify all compensation to Subrecipient in connection with this Agreement, as well as reports, records, documents, papers, letters, computer files, or other material received, generated, maintained or filed by Subrecipient in connection with this Agreement. Subrecipient must also keep files, records, computer files, and reports that reflect any compensation it receives or will receive in connection with this Agreement.

- c. **Record and File Retention:** Subrecipient must maintain these files for five years after the end of the applicable fiscal year, except that, if any litigation, claim or audit is commenced with respect to the transactions documented by such files before the end of the aforementioned five-year period and extends beyond the expiration of the five-year period, these files must be retained until all litigation, claims, or audit findings involving the files have been resolved.
  - d. **Access to the Files:** As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6) and 215.97(5), Fla. Stat., Florida Housing, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives shall enjoy the right to access any documents, financial statements, papers, or other records of the Subrecipient that are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. Upon reasonable notice, Subrecipient and its employees shall allow Florida Housing or its agent(s) access to its files and personnel for interview purposes during normal business hours, 9:00 a.m. to 5:00 p.m., Monday through Friday, provided such day is not a holiday.
  - e. **Return of the Files:** In the event this Agreement is terminated, all finished or unfinished documents, data, studies, computer files, correspondence, and other products prepared by or for Subrecipient under this Agreement must be submitted to Florida Housing within 15 days of such termination at the expense of Subrecipient.
3. **Compliance Monitoring:** Subrecipient must be subject to compliance monitoring during the period of performance in which funds are Expended and up to three years following the closeout of all funds. In order to assure that the program can be adequately monitored, the following is required of Subrecipient:
- a. Subrecipient must maintain a financial tracking system provided by Florida Housing that ensures that CRF funds are Expended in accordance with the set-aside requirements, deadlines, and other requirements in this agreement.
  - b. Subrecipient must maintain records on all awards to Eligible Persons or Sponsors. These records must include, but are not limited to:
    - i. Proof of income compliance;
    - ii. Proof of homeownership;
    - iii. Proof of use of FEMA proceeds;
    - iv. Documentation of all required inspections including mold remediation and wood destroying organisms;
    - v. Documentation of any required remediation;
    - vi. Certificate of Occupancy;
    - vii. Placed in Service documentation;
    - viii. Proof of contract or eligibility;
    - ix. Documentation of payments made on the award; and
    - x. Documentation of the value/sales price of the unit, as applicable.
4. **Cooperation with Inspector General:** Subrecipient understands its duty, pursuant to Section 20.055(5), Fla. Stat., to cooperate with Florida Housing's Inspector General in any investigation, audit, inspection, review, or hearing. Subrecipient will comply with this duty and ensure that any contracts issued under this Agreement impose this requirement, in writing, on its subcontractors.



5. Technical Assistance: Training and technical assistance is available to Subrecipient to assist in the development and implementation of the CRF. This technical assistance shall be provided by Florida Housing staff and Florida Housing's Catalyst contractor.
6. Program Income: Program Income realized by Subrecipient prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, funds realized as Program Income must be returned to Florida Housing.
7. Recaptured Funds: Recaptured Funds realized by Subrecipient prior to the final closeout of CRF must be deposited and used for eligible CRF activities. After final closeout of CRF, Recaptured Funds must be returned to Florida Housing.

K. Contacts

1. Florida Housing's contract administrator for this Agreement is:  
Contract Administrator  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: Contract.Admin@floridahousing.org
2. The Florida Housing program contact for this Contract is:  
Robert Dearduff, Assistant Director of Special Programs  
Florida Housing Finance Corporation  
227 North Bronough St., Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: Robert.Dearduff@floridahousing.org  
or the designated successor.
3. The Grantee's contract administrator for this Contract is:  
Shington Lamy, Director, Human Services and Community Partnerships  
918 Railroad Avenue  
Tallahassee, Florida 32310  
Phone: 850.606.1915  
E-mail: LamyS@leoncountyfl.gov  
or the designated successor.

- L. 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards - In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**(A)** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach

contract terms, and provide for such sanctions and penalties as appropriate.

**(B)** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**(C)** Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**(D)** [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act](#) ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**(E)** [Contract Work Hours and Safety Standards Act](#) ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F)** Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the



substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) [Clean Air Act](#) ([42 U.S.C. 7401-7671q](#).) and the [Federal Water Pollution Control Act](#) ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the [Clean Air Act](#) ([42 U.S.C. 7401-7671q](#)) and the [Federal Water Pollution Control Act](#) as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.322](#) Procurement of recovered materials.

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014]

#### M. Default and Remedies

1. If any of the events listed in subparagraph 2. of this section occur, all obligations on the part of Florida Housing to continue doing business with Subrecipient or assign any future transaction to Subrecipient shall, if Florida Housing so elects, terminate and Florida Housing may, at its option, exercise any of its remedies set forth herein, or as otherwise provided by law. However, Florida Housing may continue doing business with the Subrecipient as a participant after the happening of any event listed in subparagraph 2. of this section without waiving the right to exercise such remedies, without constituting a course of dealing, and without becoming liable to include the Subrecipient in the transaction or any future transaction.
2. The Events of Default shall include, but not be limited to, the following:
  - a. If any report, information or representation provided by Subrecipient in this Contract is inaccurate, false or misleading in any respect;



- b. If any warranty or representation made by Subrecipient in this Contract or any other outstanding agreement with Florida Housing is deemed by Florida Housing to be inaccurate, false or misleading in any respect;
- c. If Subrecipient fails to keep, observe, or perform any of the terms or covenants contained in this Contract, or is unable or unwilling to meet its obligations as defined in this Contract;
- d. If, in the sole discretion of Florida Housing, Subrecipient has failed to perform or complete any of the services identified in the attachments;
- e. If Subrecipient has not complied with all Florida laws, federal laws, Florida Housing rules or Florida Housing policies applicable to the work;
- f. If Subrecipient has discriminated on the grounds of race, color, religion, sex, national origin, or disability in performing any service identified in the attachments;
- g. If Subrecipient does not comply with the terms and conditions set forth in Section 420.512(5), Fla. Stat.;
- h. If Subrecipient commits fraud in the performance of its obligations under this Contract;  
or
- i. If Subrecipient refuses to permit public access to any document, paper, letter, computer files, or other material subject to disclosure under Florida's Public Records Law.

Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing will provide written notice of the Default detailing the grounds that constitute the Event of Default.

- 3. Upon the occurrence of any Event of Default listed in subparagraph 2. above, Florida Housing may provide Subrecipient a reasonable period of time to cure the Event of Default (Cure Period). If Florida Housing provides a Cure Period, Florida Housing will notify the Subrecipient of the length of the Cure Period in the Notice of Default.
- 4. If Florida Housing provides a Cure Period and if the Subrecipient is unable or unwilling to cure the Event of Default within the Cure Period, Florida Housing may exercise any remedy permitted by law. The pursuit of any one of the following remedies shall not preclude Florida Housing from pursuing any other remedies contained herein or otherwise provided at law or in equity. The remedies include, but are not limited to the following:
  - a. Florida Housing may terminate the Contract on the 10<sup>th</sup> day after Subrecipient receives the Notice of Default or upon the conclusion of any applicable Cure Period, whichever is later;
  - b. Florida Housing may commence an appropriate legal or equitable action to enforce performance of the terms and conditions of this Contract;
  - c. Florida Housing may exercise any corrective or remedial actions including, but not limited to, requesting additional information from Subrecipient to determine the reasons for or

the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Subrecipient to suspend, discontinue or refrain from incurring fees or costs for any activities in question or requiring the Subrecipient to reimburse Florida Housing for the amount of costs incurred; or

- d. Florida Housing may exercise any other rights or remedies that may be otherwise available under law.

#### N. Termination

1. Florida Housing may terminate the Agreement, without cause, at any time upon 24-hour written notice delivered by courier service or electronic mail to the Subrecipient, from the date sent from Florida Housing.
2. The Subrecipient may terminate this Agreement, without cause, at any time upon 10 days written notice delivered by courier service or electronic mail to Florida Housing at the physical or electronic address, as applicable, of Florida Housing's Contract Administrator, Contract.Admin@floridahousing.org. The Subrecipient shall be responsible for all costs arising from the resignation of the Subrecipient.
3. Upon expiration or termination of this Agreement, the Subrecipient shall transfer to Florida Housing any CRF funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CRF funds.

#### O. General Provisions

1. Compliance with all Applicable Laws and Regulations: Subrecipient must comply with all applicable federal, state and local laws, rules, regulations, and ordinances in administering CRF under this Agreement. Subrecipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. Subrecipient further agrees to include this provision in all contracts with Eligible Persons, Sub-Grantees, Sponsors or subcontracts issued as a result of this Agreement. Subrecipient's failure to comply with any part of this provision is material and must be grounds for termination of this Agreement for cause by Florida Housing.
2. Indemnification: Nothing contained in this Agreement shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein must be construed to be a consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract.
3. Insurance: Subrecipient agrees to carry liability and other appropriate forms of insurance. Florida Housing shall have no liability except as specifically provided in this Agreement.
4. Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

5. Entire Agreement: This Agreement, and all exhibits annexed hereto which are incorporated herein by reference, collectively represent the entire agreement of the parties and the same supersedes any and all previous agreements of any kind. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall be valid only if reduced to writing, duly signed by all of the parties hereto, and attached to the original of this Agreement.
6. Lobbying: In accordance with Section 216.347, Fla. Stat., Subrecipient is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, Fla. Stat., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.
7. Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Subrecipient in connection with this agreement is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). Subrecipient represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

**If Subrecipient has questions regarding the application of Chapter 119, Florida Statutes, to Subrecipient's duty to provide public records relating to this contract, contact the Corporation Clerk at:**

**Corporation Clerk**  
**227 N. Bronough Street, Suite 5000**  
**Tallahassee, Florida 32301-1329**  
**Phone: 850.488.4197**  
**E-mail: [Corporation.Clerk@floridahousing.org](mailto:Corporation.Clerk@floridahousing.org)**

8. Personally Identifiable Information (PII); Security:
  - a. If Subrecipient or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Subrecipient must provide for the security of such PII, in a form acceptable to Florida Housing, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Subrecipient shall take full responsibility for the security of all data in its possession or in the possession of its subcontractors and shall hold Florida Housing harmless for any damages or liabilities resulting from the unauthorized disclosure of loss thereof.
  - b. If Subrecipient or any of its subcontractors may or will create, receive, store or transmit PII under the terms of this Agreement, Subrecipient shall provide Florida Housing with insurance information for stand-alone cyber liability coverage, including the limits available and retention levels. If Subrecipient does not carry stand-alone cyber liability coverage, Subrecipient agrees to indemnify costs related to notification, legal fees,

judgments, settlements, forensic experts, public relations efforts, and loss of any business income related to this Agreement.

- c. Subrecipient agrees to maintain written policies and procedures for PII and/or data classification. This plan must include disciplinary processes for employees that violate these guidelines.
- d. Subrecipient agrees at all times to maintain reasonable network security that, at a minimum, includes a network firewall.
- e. Subrecipient agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, Common Vulnerabilities and Exposures (CVE) database, etc.) Subrecipient agrees that PII shall be appropriately destroyed based on the format stored upon the expiration of any applicable retention schedules.
- f. Subrecipient agrees that any and all transmission or exchange of system application data with Florida Housing and/or any other parties shall take place via secure Advanced Encryption Standards (AES), e.g. HTTPS, FTPS, SFTP or equivalent means. All data stored as a part of backup and recovery processes shall be encrypted, using AES.
- g. If Subrecipient reasonably suspects that a cybersecurity event or breach of security has occurred, they must notify Florida Housing's Contract Administrator within 48 hours.
- h. In the event of a breach of PII or other sensitive data, Subrecipient must abide by provisions set forth in Section 501.171, Fla. Stat. Additionally, Subrecipient must immediately notify Florida Housing in writing of the breach and any actions taken in response to such a breach. As the information becomes available the statement must include, at a minimum, the date(s) and number of records affected by unauthorized access, distribution, use, modification or disclosure of PII; Subrecipient's corrective action plan; and the timelines associated with the corrective action plan.

9. Other Provisions:

- a. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County.
- b. No waiver by Florida Housing of any right or remedy granted hereunder or failure to insist on strict performance by Subrecipient shall affect or extend or act as a waiver of any other right or remedy of Florida Housing hereunder or affect the subsequent exercise of the same right or remedy by Florida Housing for any further or subsequent default by Subrecipient. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing.
- c. Any power of approval or disapproval granted to Florida Housing under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.
- d. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

IN WITNESS WHEREOF, the parties have executed this Agreement Number 070-2020, each through a duly authorized representative, effective on the Effective Date.

LEON COUNTY, FLORIDA

By: Vincent S. Long

Name/Title: Vincent S. Long, County Administrator

Date 8/27/20

FEIN: 59-6000708

ATTEST:

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

By: Gwendolyn Marshall



APPROVED AS TO LEGAL SUFFICIENCY:

Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

By: Chasity H. O'Steen

Digitally signed by Chasity H. O'Steen  
DN: cn=Chasity H. O'Steen, o=Leon County Board of County  
Commissioners, ou=County Attorney's Office,  
email=chosteen@leoncountyfl.gov, c=US  
Date: 2020.08.26 15:24:51 -0400

FLORIDA HOUSING FINANCE CORPORATION

By: Hugh R. Brown

Name/Title: Hugh R. Brown/General Counsel

Date: 8-31-20



**LEON COUNTY RESOLUTION NO. 2020-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA RATIFYING THE CORONAVIRUS RELIEF FUND SUBRECIPIENT AGREEMENT WITH THE FLORIDA HOUSING FINANCE CORPORATION; AND AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE SUBGRANT AGREEMENTS ASSOCIATED WITH THE AGREEMENT AND TO DO ALL THINGS NECESSARY AND PROPER TO CARRY OUT THE TERM AND CONDITIONS OF THE AGREEMENT.**

**RECITALS**

WHEREAS, on March 27, 2020, the U.S. Congress passed the “Coronavirus Aid, Relief, and Economic Security Act” (the “CARES Act,” H.R. 748) to provide direct economic assistance in response to the financial fallout related to the COVID-19 pandemic; and

WHEREAS, the CARES Act established a \$150 billion Coronavirus Relief Fund for state and local governments to help offset necessary expenditures incurred due to the COVID-19 public health emergency; and

WHEREAS, on June 25, 2020, Florida Governor Ron DeSantis announced the State of Florida's plan to disburse up to \$120 million in Coronavirus Relief Funds through Florida Housing's State Housing Initiatives Partnership (SHIP) infrastructure; and

WHEREAS, in order to receive these funds, the County must execute a Coronavirus Relief Fund Subrecipient Agreement with the Florida Housing Finance Agency; and

WHEREAS, the Leon County Board of County Commissioners wishes to authorize the Coronavirus Relief Fund Subrecipient Agreement executed by the County Administrator on August 27, 2020.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

**Section 1. Ratify the Coronavirus Relief Fund Subrecipient Agreement.**

The Leon County Board of County Commissioners wishes to ratify the Coronavirus Relief Fund Subrecipient Funding Agreement fully executed on August 31, 2020.

**Section 2. Authorize the County Administrator to Execute Subgrant Agreements.**

The County Administrator of Leon County, Florida is authorized to execute subgrant agreements associated with the Coronavirus Relief Fund Subrecipient Agreement on behalf of the Leon County Board of County Commissioners.

**Section 3. Authorize the County Administrator to Carry Out Conditions of the Agreement.**

The County Administrator of Leon County, Florida is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Coronavirus Relief Fund Subrecipient Agreement, and to do all things necessary and proper to carry out the term and conditions of the agreement.

**Section 4. Effective Date.**

This resolution shall have effect upon adoption.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida, this 15<sup>th</sup> day of September 2020.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Bryan Desloge, Chair  
Board of County Commissioners

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

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

APPROVED AS TO LEGAL SUFFICIENCY:  
Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

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

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 15<sup>th</sup> day of September, 2020.

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:  
Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

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



# FISCAL YEAR 2019/2020 BUDGET AMENDMENT REQUEST

No: BAB20031  
Date: 8/31/2020

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 9/15/2020

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

## Request Detail

### Revenues

<i>Fund</i>	<i>Org</i>	<i>Account Information</i>		<i>Title</i>	<i>Current Budget</i>	<i>Change</i>	<i>Adjusted Budget</i>
		<i>Acct</i>	<i>Prog</i>				
125	932020	331503	000	FHFC CARES	-	261,734	261,734
<b>Subtotal:</b>						261,734	

### Expenditures

<i>Fund</i>	<i>Org</i>	<i>Account Information</i>		<i>Title</i>	<i>Current Budget</i>	<i>Change</i>	<i>Adjusted Budget</i>
		<i>Acct</i>	<i>Prog</i>				
125	932020	58314	525	FHFC CARES Individual Assistance	-	171,734	171,734
125	932020	53400	525	Other Contractual Services	-	90,000	90,000
<b>Subtotal:</b>						261,734	

## Purpose of Request

This amendment appropriates \$261,734 in funding for expenditures associated with Florida Housing Finance Corporation CARES Act funding.

Division/Department

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution ☒

Motion ☐

Administrator ☐

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #10**

# Leon County Board of County Commissioners

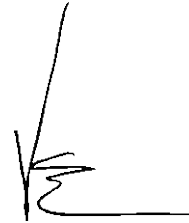
## Agenda Item #10

September 15, 2020

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

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

**Title:** State of Florida Department of Health FY 2021 Public Health Contract



<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 Tiffany Y. Harris, Healthcare Services Coordinator

### **Statement of Issue:**

This item seeks Board approval of the FY 2021 Contract with the State of Florida Department of Health for state-mandated public health services.

### **Fiscal Impact:**

This item has a fiscal impact. The FY 2021 budget includes \$237,345 for the Leon County Health Department for the provision of state-mandated public health services.

### **Staff Recommendation:**

Option # 1: Approve the FY 2021 Contract with the State of Florida Department of Health for state-mandated public health services (Attachment #1) and authorize the County Administrator to execute.

## Report and Discussion

### **Background:**

This item seeks Board approval of the FY 2021 Contract with the State of Florida Department of Health for the operation of the Leon County Health Department (Attachment #1).

The Contract is essential to the following FY2017-FY2021 Strategic Initiative:

- *Continue County support of primary health care through participation in Carenet in order to increase access to affordable health care for those in need. (2016-34)*

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

- *(Q4) Support and promote access to basic health and welfare services to our community members most in need.*

Chapter 83-177, Laws of Florida and Chapter 154, Florida Statutes, requires the execution of an annual contract between the State of Florida Department of Health (DOH), and Leon County, stipulating the services that will be provided by the Florida Department of Health in Leon County (DOH-Leon). The Health Department is charged by the State with providing the following public health services:

- Environmental health services
- Communicable disease control services
- Primary care services

The County's contribution is a general fund appropriation of \$237,345 for state-mandated public health services.

### **Analysis:**

The Contract with the Health Department outlines the sources and the amount of funding that will be committed to provide public health services in Leon County for FY 2021. As specified in the Contract, the County's contribution is a general fund appropriation not to exceed \$237,345 for state-mandated services.

The proposed Contract is effective October 1, 2020 through September 30, 2021 and specifies that the Leon County Health Department shall provide the following services:

#### **Environmental health services**

- Coordination of statewide Facility and Food Programs that ensure the safety of selected food service facilities; migrant labor camps; group care facilities; biomedical waste generators, storage facilities, and transporters; tanning facilities; and mobile home and recreational vehicle parks.
  - A Water Programs unit which manages DOH responsibilities under the State Underground Petroleum Environmental Response Act (SUPER Act), Drycleaner Solvent Surveillance Program, and the Drinking Water Toxics Program. In addition, the unit sets standards to ensure the safety of drinking water, for the operation of public

swimming pools, and to monitor water quality at selected beaches and public bathing places.

- An On-site Sewage Program that helps ensure the safety of the installation and repair of all on-site sewage treatment and disposal systems within Leon County. This program area also includes licensure of septic tank contractors.

#### Communicable disease control services

- Detection of disease outbreaks and respond promptly to prevent the spread
- Performance of field investigations of cases, disasters, and outbreaks of diseases
- Identification of sources of infection and provision of control measures
- Management of cases of infants and women exposed to Hepatitis B
- Management of cases of children exposed to lead poisoning
- Consultation with citizens and physicians on cases of possible Rabies exposure
- Consultation with local medical providers on disease prevention and infection
- Education and training of community members to prevent disease
- Immunizations for children and adults
- STD tests and screenings

#### Primary care services

- Maternal and child health services
- Family planning
- Breast and cervical cancer screenings
- School health services
- Supplemental food assistance for Women, Infants, and Children (WIC)
- Children's dental services

In accordance with the Contract, the Health Department will provide Contract Management Variance Reports and Analysis of Fund Equities Reports to the County on a quarterly basis.

#### **Options:**

1. Approve the FY 2021 Contract with the State of Florida Department of Health for state-mandated public health services (Attachment #1) and authorize the County Administrator to execute.
2. Do not approve the FY 2021 Contract with the State of Florida Department of Health.
3. Board direction.

#### **Recommendation:**

Option # 1

Attachment:

1. FY 2021 Contract with the State of Florida Department of Health

**CONTRACT BETWEEN  
LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
STATE OF FLORIDA DEPARTMENT OF HEALTH  
FOR OPERATION OF THE  
LEON COUNTY HEALTH DEPARTMENT  
CONTRACT YEAR 2020-2021**

This contract is made and entered into between the State of Florida, Department of Health ("State") and the Leon County, Florida ("County"), through their undersigned authorities, effective October 1, 2020.

**RECITALS**

A. Pursuant to Chapter 154, Florida Statutes, the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Leon County Health Department ("CHD") is one of the created County Health Departments.

D. It is necessary for the parties hereto to enter into this contract in order to ensure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the foregoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this contract shall be effective from October 1, 2020, through September 30, 2021, or until a written contract replacing this contract is entered into between the parties, whichever is later, unless this contract is otherwise terminated pursuant to the termination provisions set forth in paragraph 8. below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease.

Environmental health services shall be supported by available federal, state and local funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, and occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources is set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

- i. The State's appropriated responsibility *(direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C)* as provided in Attachment II, Part II is an amount not to exceed \$11,596,961.00 *(State General Revenue, State Funds, Other State Funds and Federal Funds listed on the Schedule C)*. The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.
- ii. The County's appropriated responsibility *(direct contribution excluding any fees, other cash or local contributions)* as provided in Attachment II, Part II is an amount not to exceed \$237,345.00 *(amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment)*.

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this contract in the County Health



Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this contract during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Office of Budget and Revenue Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Office of Budget and Revenue Management.

e. The name and address of the official payee to whom payments shall be made is:

County Health Department Trust Fund  
Leon County  
2695 Municipal Way  
Tallahassee, FL 32304

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy Secretary for County Health Systems. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall ensure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan.

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of County purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of County purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all County purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall be maintained by the CHD in accordance with the terms of this contract. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with the Generally Accepted Accounting Principles (GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraphs 6.i. and 6.k., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting Information Resource (FLAIR) System;
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii.* Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Leon County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the State or County, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by State and County based on the ratio of planned expenditures in this contract and funding from all sources is credited to the program accounts by State and County. The equity share of any surplus/deficit funds accruing to the State and County is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy Secretary for County Health Systems has approved the transfer. The Deputy Secretary for County Health Systems shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this contract. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by County government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall 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 this contract. 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.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using County procedures pursuant to paragraph 6.b.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final

governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this contract.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the County that shall include at least the following:

- i.* The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;
- ii.* A written explanation to the County of service variances reflected in the year end DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount for the contract year. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Office of Budget and Revenue Management.

p. The dates for the submission of quarterly reports to the County shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

- i.* March 1, 2021 for the report period October 1, 2020 through December 31, 2020;
- ii.* June 1, 2021 for the report period October 1, 2020 through March 31, 2021;
- iii.* September 1, 2021 for the report period October 1, 2020 through June 30, 2021; and
- iv.* December 1, 2021 for the report period October 1, 2020 through September 30, 2021.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the County shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The County shall ensure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as County vehicles. The County shall ensure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This contract may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this contract become unavailable, either party may terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This contract may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this contract, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2021, it is agreed that the performance and payment under this contract are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this contract are as follows:

For the State:

Claudia Blackburn, MPH, RN  
Name

CHD Health Officer  
Title

2965 Municipal Way

For the County:

Shington Lamy  
Name

Director  
Title

918 Railroad Avenue

Tallahassee, Florida 32304  
Address

(850) 404-6252  
Telephone

Tallahassee, Florida 32301  
Address

(850) 606-1915  
Telephone

If different contract managers are designated after execution of this contract, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this contract.

c. Captions. The captions and headings contained in this contract are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this \_\_\_\_ page contract, with its attachments as referenced, including Attachment I (two pages), Attachment II (\_\_\_\_ pages), Attachment III (\_\_\_\_ pages), Attachment IV (\_\_\_\_ pages), and Attachment V (\_\_\_\_ pages), to be executed by their undersigned officials as duly authorized effective the 1<sup>st</sup> day of October, 2020.

**LEON COUNTY, FLORIDA**

**STATE OF FLORIDA  
DEPARTMENT OF HEALTH**

**SIGNED BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

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

**SIGNED BY:** \_\_\_\_\_

**NAME:** Scott A. Rivkees, MD

**TITLE:** State Surgeon General

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

**ATTESTED TO:**

**SIGNED BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

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

**SIGNED BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** CHD Director/Administrator

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

**APPROVED AS TO FORM:**

**SIGNED BY:** \_\_\_\_\_

**NAME:** Chasity H. O'Steen Esq.

**TITLE:** Leon County Attorney

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

**ATTACHMENT I**  
**LEON COUNTY HEALTH DEPARTMENT**  
**PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING**  
**COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS**

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

<u>Service</u>	<u>Requirement</u>
1. Sexually Transmitted Disease Program	Requirements as specified in F.A.C. 64D-3, F.S. 381 and F.S. 384.
2. Dental Health	Periodic financial and programmatic reports as specified by the program office.
3. Special Supplemental Nutrition Program for Women, Infants and Children (including the WIC Breastfeeding Peer Counseling Program)	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4. Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5. Family Planning	Requirements as specified in Public Law 91-572, 42 U.S.C. 300, et seq., 42 CFR part 59, subpart A, 45 CFR parts 74 & 92, 2 CFR 215 (OMB Circular A-110) OMB Circular A-102, F.S. 381.0051, F.A.C. 64F-7, F.A.C. 64F-16, and F.A.C. 64F-19. Requirements and Guidance as specified in the Program Requirements for Title X Funded Family Planning Projects (Title X Requirements)(2014) and the Providing Quality Family Planning Services (QFP): Recommendations of CDC and the U.S. Office of Population Affairs published on the Office of Population Affairs website. Programmatic annual reports as specified by the program office as specified in the annual programmatic Scope of Work for Family Planning and Maternal Child Health Services, including the Family Planning Annual Report (FPAR), and other minimum guidelines as specified by the Policy Web Technical Assistance Guidelines.
6. Immunization	Periodic reports as specified by the department pertaining to immunization levels in kindergarten and/or seventh grade pursuant to instructions contained in the Immunization Guidelines-Florida Schools, Childcare Facilities and Family Daycare Homes (DH Form 150-615) and Rule 64D-3.046, F.A.C. In addition, periodic reports as specified by the department pertaining to the surveillance/investigation of reportable vaccine-preventable diseases, adverse events, vaccine accountability, and assessment of immunization



# ATTACHMENT I (Continued)

- |     |                                      |  |
|-----|--------------------------------------|--|
|     |                                      | levels as documented in Florida SHOTS and supported by CHD Guidebook policies and technical assistance guidance.   |
| 7.  | Environmental Health                 | Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*  |
| 8.  | HIV/AIDS Program                     | Requirements as specified in F.S. 384.25 and F.A.C. 64D-3.030 and 64D-3.031. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form DH2139 and Pediatric HIV/AIDS Confidential Case Report CDC Form DH2140.<br><br>Requirements as specified in F.A.C. 64D-2 and 64D-3, F.S. 381 and F.S. 384. Socio-demographic and risk data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628 in accordance with the Forms Instruction Guide. Requirements for the HIV/AIDS Patient Care programs are found in the Patient Care Contract Administrative Guidelines. |
| 9.  | School Health Services               | Requirements as specified in the Florida School Health Administrative Guidelines (May 2012). Requirements as specified in F.S. 381.0056, F.S. 381.0057, F.S. 402.3026 and F.A.C. 64F-6.  |
| 10. | Tuberculosis                         | Tuberculosis Program Requirements as specified in F.A.C. 64D-3 and F.S. 392.   |
| 11. | General Communicable Disease Control | Carry out surveillance for reportable communicable and other acute diseases, detect outbreaks, respond to individual cases of reportable diseases, investigate outbreaks, and carry out communication and quality assurance functions, as specified in F.A.C. 64D-3, F.S. 381, F.S. 384 and the CHD Epidemiology Guide to Surveillance and Investigations.   |
| 12. | Refugee Health Program               | Programmatic and financial requirements as specified by the program office.  |

\*or the subsequent replacement if adopted during the contract period.

**ATTACHMENT II**  
**LEON COUNTY HEALTH DEPARTMENT**  
**PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES**

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/20	0	803425	803425
2. Drawdown for Contract Year October 1, 2020 to September 30, 2021	0	71164	71164
3. Special Capital Project use for Contract Year October 1, 2020 to September 30, 2021	0	0	0
4. Balance Reserved for Contingency Fund October 1, 2020 to September 30, 2021	0	874589	874589

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

## ATTACHMENT II

Attachment #1  
13 of 21

## LEON COUNTY HEALTH DEPARTMENT

Part II, Sources of Contributions to County Health Department  
October 1, 2020 to September 30, 2021

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
<b>1. GENERAL REVENUE - STATE</b>					
015040 AIDS PATIENT CARE	170,000	0	170,000	0	170,000
015040 AIDS PREVENTION & SURVEILLANCE - GENERAL REVENUE	62,619	0	62,619	0	62,619
015040 CHD - TB COMMUNITY PROGRAM	107,710	0	107,710	0	107,710
015040 SEXUALLY TRANSMITTED DISEASE CONTROL PROGRAM GR	77,104	0	77,104	0	77,104
015040 CORONAVIRUS GENERAL REVENUE	461,419	0	461,419	0	461,419
015040 DENTAL SPECIAL INITIATIVE PROJECTS	6,191	0	6,191	0	6,191
015040 EPIDEMIOLOGY SURVEILLANCE GENERAL REVENUE	79,034	0	79,034	0	79,034
015040 FAMILY PLANNING GENERAL REVENUE	42,117	0	42,117	0	42,117
015040 FLORIDA SPRINGS AND AQUIFER PROTECTION ACT	176,248	0	176,248	0	176,248
015040 PRIMARY CARE PROGRAM	327,014	0	327,014	0	327,014
015040 RACIAL & ETHNIC DISPARITIES - CHD EXPENSES	65,000	0	65,000	0	65,000
015040 SCHOOL HEALTH SERVICES - GENERAL REVENUE	217,686	0	217,686	0	217,686
015050 CHD GENERAL REVENUE NON-CATEGORICAL	2,079,725	0	2,079,725	0	2,079,725
<b>GENERAL REVENUE TOTAL</b>	<b>3,871,867</b>	<b>0</b>	<b>3,871,867</b>	<b>0</b>	<b>3,871,867</b>
<b>2. NON GENERAL REVENUE - STATE</b>					
015010 ENVIRONMENTAL BIOMEDICAL WASTE PROGRAM	7,314	0	7,314	0	7,314
015010 TOBACCO STATE AND COMMUNITY INTERVENTIONS	178,380	0	178,380	0	178,380
<b>NON GENERAL REVENUE TOTAL</b>	<b>185,694</b>	<b>0</b>	<b>185,694</b>	<b>0</b>	<b>185,694</b>
<b>3. FEDERAL FUNDS - STATE</b>					
007000 BREAST & CERVICAL CANCER - ADMIN/CASE MANAGEMENT	126,517	0	126,517	0	126,517
007000 WIC BREASTFEEDING PEER COUNSELING PROG	85,426	0	85,426	0	85,426
007000 COMPREHENSIVE COMMUNITY CARDIO - PHBG	35,000	0	35,000	0	35,000
007000 EPIDEMIOLOGY/LABORATORY CAPACITY INFECTIOUS DIS	85,139	0	85,139	0	85,139
007000 FAMILY PLANNING TITLE X - GRANT	196,587	0	196,587	0	196,587
007000 IMMUNIZATION FIELD STAFF	223	0	223	0	223
007000 IMMUNIZATION ACTION PLAN	38,948	0	38,948	0	38,948
007000 MCH SPEC PRJ SOCIAL DETERMINANTS HLTH COMM EDU	56,347	0	56,347	0	56,347
007000 MCH BLOCK GRANT FLORIDA'S HEALTHY BABIES	92,961	0	92,961	0	92,961
007000 MCH SPECIAL PROJECTS DENTAL	42,092	0	42,092	0	42,092
007000 BASE COMMUNITY PREPAREDNESS CAPABILITY	138,658	0	138,658	0	138,658
007000 CRI MEDICAL COUNTERMEASURES DISPENSING	52,414	0	52,414	0	52,414
007000 AIDS PREVENTION	303,034	0	303,034	0	303,034
007000 IMPROVING STD PROGRAMS	187,060	0	187,060	0	187,060
007000 FLORIDA STD SURVEILLANCE NETWORK PART A	15,000	0	15,000	0	15,000
007000 WIC PROGRAM ADMINISTRATION	1,509,439	0	1,509,439	0	1,509,439
015075 SUPPLEMENTAL SCHOOL HEALTH	216,912	0	216,912	0	216,912
015075 SNAP ED - OBESITY	72,711	0	72,711	0	72,711
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT ADMIN	210	0	210	0	210
015075 REFUGEE HEALTH SCREENING REIMBURSEMENT SERVICES	165	0	165	0	165
018005 RYAN WHITE TITLE II ADAP DRUG REBATES	202,382	0	202,382	0	202,382
018005 AIDS DRUG ASSISTANCE PROGRAM ADMIN HQ	57,867	0	57,867	0	57,867

# ATTACHMENT II

Attachment #1  
14 of 21

## LEON COUNTY HEALTH DEPARTMENT

### Part II, Sources of Contributions to County Health Department October 1, 2020 to September 30, 2021

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
018005 RYAN WHITE TITLE II CARE GRANT	73,289	0	73,289	0	73,289
<b>FEDERAL FUNDS TOTAL</b>	3,588,381	0	3,588,381	0	3,588,381
<b>4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE</b>					
001020 CHD STATEWIDE ENVIRONMENTAL FEES	166,737	0	166,737	0	166,737
001092 CHD STATEWIDE ENVIRONMENTAL FEES	185,116	0	185,116	0	185,116
001206 ON SITE SEWAGE DISPOSAL PERMIT FEES	12,406	0	12,406	0	12,406
001206 SANITATION CERTIFICATES (FOOD INSPECTION)	4,206	0	4,206	0	4,206
001206 SEPTIC TANK RESEARCH SURCHARGE	860	0	860	0	860
001206 SEPTIC TANK VARIANCE FEES 50%	100	0	100	0	100
001206 PUBLIC SWIMMING POOL PERMIT FEES-10% HQ TRANSFER	6,626	0	6,626	0	6,626
001206 DRINKING WATER PROGRAM OPERATIONS	469	0	469	0	469
001206 REGULATION OF BODY PIERCING SALONS	150	0	150	0	150
001206 TANNING FACILITIES	504	0	504	0	504
001206 ONSITE SEWAGE TRAINING CENTER	1,715	0	1,715	0	1,715
001206 TATTO PROGRAM ENVIRONMENTAL HEALTH	1,389	0	1,389	0	1,389
001206 MOBILE HOME & RV PARK FEES	982	0	982	0	982
<b>FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL</b>	381,260	0	381,260	0	381,260
<b>5. OTHER CASH CONTRIBUTIONS - STATE:</b>					
	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	0	0	0	0
<b>OTHER CASH CONTRIBUTION TOTAL</b>	0	0	0	0	0
<b>6. MEDICAID - STATE/COUNTY:</b>					
001148 CHD CLINIC FEES	0	1,522,233	1,522,233	0	1,522,233
<b>MEDICAID TOTAL</b>	0	1,522,233	1,522,233	0	1,522,233
<b>7. ALLOCABLE REVENUE - STATE:</b>					
031005 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	3,592	0	3,592	0	3,592
<b>ALLOCABLE REVENUE TOTAL</b>	3,592	0	3,592	0	3,592
<b>8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE</b>					
ADAP	0	0	0	476,937	476,937
PHARMACY DRUG PROGRAM	0	0	0	6,815	6,815
WIC PROGRAM	0	0	0	3,327,585	3,327,585
BUREAU OF PUBLIC HEALTH LABORATORIES	0	0	0	32,720	32,720
IMMUNIZATIONS	0	0	0	335,127	335,127
<b>OTHER STATE CONTRIBUTIONS TOTAL</b>	0	0	0	4,179,184	4,179,184
<b>9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT</b>					
008005 CHD LOCAL REVENUE & EXPENDITURES	0	237,345	237,345	0	237,345
<b>DIRECT COUNTY CONTRIBUTIONS TOTAL</b>	0	237,345	237,345	0	237,345
<b>10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY</b>					

## ATTACHMENT II

Attachment #1  
15 of 21

## LEON COUNTY HEALTH DEPARTMENT

## Part II, Sources of Contributions to County Health Department

October 1, 2020 to September 30, 2021

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
001073 340B PRESCRIPTION DRUG SERVICE AGREEMENT	0	178,896	178,896	0	178,896
001077 CHD CLINIC FEES	0	28,667	28,667	0	28,667
001094 CHD LOCAL ENVIRONMENTAL FEES	0	18,770	18,770	0	18,770
001110 VITAL STATISTICS CERTIFIED RECORDS	0	215,321	215,321	0	215,321
<b>FEES AUTHORIZED BY COUNTY TOTAL</b>	0	441,654	441,654	0	441,654
<b>11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY</b>					
001029 CHD CLINIC FEES	0	87,636	87,636	0	87,636
008050 SCHOOL HEALTH CLINICS FUNDED BY SCHOOL BOARD	0	755,793	755,793	0	755,793
010300 STATE UNDERGROUND PETROLEUM RESPONSE ACT	0	6,919	6,919	0	6,919
010500 CHD SALE OF SERVICES IN OR OUTSIDE OF STATE GOVT	0	4,337	4,337	0	4,337
011000 UNITED WAY CONTRACTS WITH CHDS	0	36,542	36,542	0	36,542
011001 HEALTHY START DATA MANAGEMENT	0	3,952	3,952	0	3,952
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	-71,164	-71,164	0	-71,164
<b>OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL</b>	0	824,015	824,015	0	824,015
<b>12. ALLOCABLE REVENUE - COUNTY</b>					
031005 GENERAL CLINIC RABIES SERVICES & DRUG PURCHASES	0	3,592	3,592	0	3,592
<b>COUNTY ALLOCABLE REVENUE TOTAL</b>	0	3,592	3,592	0	3,592
<b>13. BUILDINGS - COUNTY</b>					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	1,313,930	1,313,930
OTHER (Specify) custodial	0	0	0	176,937	176,937
UTILITIES	0	0	0	144,175	144,175
BUILDING MAINTENANCE	0	0	0	137,840	137,840
GROUNDS MAINTENANCE	0	0	0	9,427	9,427
INSURANCE	0	0	0	1,989	1,989
OTHER (Specify)	0	0	0	0	0
OTHER (Specify)	0	0	0	0	0
<b>BUILDINGS TOTAL</b>	0	0	0	1,784,298	1,784,298
<b>14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY</b>					
EQUIPMENT / VEHICLE PURCHASES	0	0	0	75,000	75,000
VEHICLE INSURANCE	0	0	0	8,000	8,000
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
<b>OTHER COUNTY CONTRIBUTIONS TOTAL</b>	0	0	0	83,000	83,000
<b>GRAND TOTAL CHD PROGRAM</b>	8,030,794	3,028,839	11,059,633	6,046,482	17,106,115

## LEON COUNTY HEALTH DEPARTMENT

## Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service

October 1, 2020 to September 30, 2021

	Quarterly Expenditure Plan							State	County	Grand Total
	FTE's (0.00)	Clients Units	Services/ Visits	1st	2nd (Whole dollars only)	3rd	4th			
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	5.43	5,338	6,266	78,658	67,437	78,658	67,437	215,680	76,510	292,190
SEXUALLY TRANS. DIS. (102)	7.68	3,838	5,902	163,559	140,229	163,559	140,229	537,999	69,577	607,576
HIV/AIDS PREVENTION (03A1)	9.40	0	255	153,615	131,703	153,615	131,703	570,636	0	570,636
HIV/AIDS SURVEILLANCE (03A2)	1.57	0	0	25,906	22,211	25,906	22,210	96,233	0	96,233
HIV/AIDS PATIENT CARE (03A3)	8.29	18	23	193,311	165,737	193,311	165,737	529,770	188,326	718,096
ADAP (03A4)	0.72	1	2	19,822	16,994	19,822	16,994	73,632	0	73,632
TUBERCULOSIS (104)	3.31	12	276	61,291	52,548	61,291	52,548	227,678	0	227,678
COMM. DIS. SURV. (106)	2.96	0	3,846	183,790	157,573	183,790	157,574	682,727	0	682,727
HEPATITIS (109)	0.00	0	0	0	0	0	0	0	0	0
PREPAREDNESS AND RESPONSE (116)	3.02	0	1,282	62,689	53,747	62,689	53,748	232,873	0	232,873
REFUGEE HEALTH (118)	0.01	4	5	212	182	212	182	788	0	788
VITAL RECORDS (180)	2.64	11,190	22,568	45,695	39,177	45,695	39,176	0	169,743	169,743
COMMUNICABLE DISEASE SUBTOTAL	45.03	20,401	40,425	988,548	847,538	988,548	847,538	3,168,016	504,156	3,672,172
B. PRIMARY CARE:										
CHRONIC DISEASE PREVENTION PRO (210)	2.73	211	112	52,523	45,031	52,523	45,032	195,109	0	195,109
WIC (21W1)	28.64	8,711	92,123	469,566	402,585	469,566	402,584	1,744,301	0	1,744,301
TOBACCO USE INTERVENTION (212)	3.14	0	136	54,952	47,113	54,952	47,112	204,129	0	204,129
WIC BREASTFEEDING PEER COUNSELING (21W2)	1.54	0	3,554	26,023	22,311	26,023	22,311	96,668	0	96,668
FAMILY PLANNING (223)	7.09	1,890	3,626	153,133	131,290	153,133	131,290	448,452	120,394	568,846
IMPROVED PREGNANCY OUTCOME (225)	0.00	0	0	8	7	8	7	30	0	30
HEALTHY START PRENATAL (227)	0.12	2	4	1,770	1,518	1,770	1,517	2,623	3,952	6,575
COMPREHENSIVE CHILD HEALTH (229)	0.00	0	0	4	3	4	4	15	0	15
HEALTHY START CHILD (231)	0.00	0	0	0	0	0	0	0	0	0
SCHOOL HEALTH (234)	28.82	0	360,471	384,178	329,377	384,178	329,378	671,317	755,794	1,427,111
COMPREHENSIVE ADULT HEALTH (237)	2.51	170	227	48,220	41,342	48,220	41,341	176,613	2,510	179,123
COMMUNITY HEALTH DEVELOPMENT (238)	3.03	0	84	52,515	45,024	52,515	45,023	195,077	0	195,077
DENTAL HEALTH (240)	22.65	15,302	25,807	493,123	422,781	493,123	422,781	210,354	1,621,454	1,831,808
PRIMARY CARE SUBTOTAL	100.27	26,286	486,144	1,736,015	1,488,382	1,736,015	1,488,380	3,944,688	2,504,104	6,448,792
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COSTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.07	52	86	3,180	2,726	3,180	2,727	8,288	3,525	11,813
PUBLIC WATER SYSTEM (358)	0.00	0	0	2	2	2	2	8	0	8
PRIVATE WATER SYSTEM (359)	0.00	0	0	2	2	2	2	8	0	8
ONSITE SEWAGE TREATMENT & DISPOSAL (361)	8.25	1,817	3,767	145,758	124,967	145,758	124,967	541,450	0	541,450
Group Total	8.32	1,869	3,853	148,942	127,697	148,942	127,698	549,754	3,525	553,279
Facility Programs										
TATTOO FACILITY SERVICES (344)	0.00	0	0	11	9	11	10	41	0	41

**ATTACHMENT II**  
**LEON COUNTY HEALTH DEPARTMENT**

Attachment #1  
17 of 21

**Part III, Planned Staffing, Clients, Services and Expenditures By Program Service Area Within Each Level of Service**  
**October 1, 2020 to September 30, 2021**

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
FOOD HYGIENE (348)	2.97	472	826	56,705	48,617	56,705	48,617	210,644	0	210,644
BODY PIERCING FACILITIES SERVICES (349)	0.00	0	0	9	7	9	7	32	0	32
GROUP CARE FACILITY (351)	0.36	250	305	7,844	6,725	7,844	6,724	14,667	14,470	29,137
MIGRANT LABOR CAMP (352)	0.00	0	0	7	6	7	7	27	0	27
HOUSING & PUB. BLDG. (353)	0.00	0	0	2	2	2	2	8	0	8
MOBILE HOME AND PARK (354)	0.01	10	24	211	181	211	181	784	0	784
POOLS/BATHING PLACES (360)	0.39	238	589	6,408	5,494	6,408	5,494	23,506	298	23,804
BIOMEDICAL WASTE SERVICES (364)	0.16	343	316	2,693	2,308	2,693	2,308	10,002	0	10,002
TANNING FACILITY SERVICES (369)	0.03	9	23	498	427	498	428	1,851	0	1,851
<b>Group Total</b>	3.92	1,322	2,083	74,388	63,776	74,388	63,778	261,562	14,768	276,330
<b>Groundwater Contamination</b>										
STORAGE TANK COMPLIANCE SERVICES (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICES (356)	0.04	48	94	615	528	615	528	0	2,286	2,286
<b>Group Total</b>	0.04	48	94	615	528	615	528	0	2,286	2,286
<b>Community Hygiene</b>										
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	3	3	3	4	13	0	13
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL SERVICE (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.00	0	0	5	4	5	4	18	0	18
RABIES SURVEILLANCE (366)	1.21	45	172	20,706	17,752	20,706	17,752	76,916	0	76,916
ARBORVIRUS SURVEIL. (367)	0.00	0	0	0	0	0	0	0	0	0
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
<b>Group Total</b>	1.21	45	172	20,714	17,759	20,714	17,760	76,947	0	76,947
<b>ENVIRONMENTAL HEALTH SUBTOTAL</b>	13.49	3,284	6,202	244,659	209,760	244,659	209,764	888,263	20,579	908,842
<b>D. NON-OPERATIONAL COSTS:</b>										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	7,916	6,787	7,916	6,788	29,407	0	29,407
MEDICAID BUYBACK (611)	0.00	0	0	113	97	113	97	420	0	420
<b>NON-OPERATIONAL COSTS SUBTOTAL</b>	0.00	0	0	8,029	6,884	8,029	6,885	29,827	0	29,827
<b>TOTAL CONTRACT</b>	158.79	49,971	532,771	2,977,251	2,552,564	2,977,251	2,552,567	8,030,794	3,028,839	11,059,633

**ATTACHMENT III**  
**LEON COUNTY HEALTH DEPARTMENT**  
**CIVIL RIGHTS CERTIFICATE**

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.



## Attachment IV

Fiscal Year - 2020 - 2021

## Leon County Health Department

## Facilities Utilized by the County Health Department

<b>Complete Location</b> (Street Address, City, Zip)	<b>Facility Description</b> <b>And Official Building</b> <b>Name (if applicable)</b> (Admin, Clinic, Envrn Hlth, etc.)	<b>Lease/ Agreement Number</b>	<b>Type of Agreement</b> (Private Lease thru State or County, other - please define)	<b>Complete Legal Name of Owner</b>	<b>SQ Feet</b>	<b>Employee Count</b> (FTE/OPS/ Contract)
2965 Municipal Way	Leon CHD Headquater	037-9001	County	Leon County	21928	41
1515 Old Bainbridge Rd	Roberts & Stevens Clinic	037-9002	County	Leon County	17963	70
872 W. Orange Ave	Richardson-Lewis Clinic	037-9003	County	Leon County	15500	17
800 Alabama Street	Griffin Middle School	037-9006	School Board	School Board		
435 N. Macomb Street	Environmental Health	037-9008	County	Leon County		12
912 Railroad Avenue	Center for Dental Care	037-9009	County	Leon County	4975	29
3415 Zillah Road	Fairview Middle School	037-9012	School Board	School Board		
723 W. Orange Avenue	Nims Middle School	037-9013	School Board	School Board		
9902 Deerlake Way	Deerlake Middle School	037-9015	School Board	School Board		
5789 Pimlico Drive	Montsford Middle School	037-9016	School Board	School Board		
401 W. Tharpe Street	Raa Middle School	037-9017	School Board	School Board		
2100 Pedrick Road	Swift Creek Middle School	037-9018	School Board	School Board		
915 Hill Crest Street	Cobb Middle School	037-9019	School Board	School Board		
860 Blountstown Hwy	Ghazvini School	037-9020	School Board	School Board		
2204 Saxon Street	Bond	037-9021	School Board	School Board		
1600 Pedrick Road	Bucklake	037-9022	School Board	School Board		
3250 Pointview Drive	Canopy Oaks	037-9023	School Board	School Board		
2400 E Orange Avenue	Conley	037-9024	School Board	School Board		
2930 Velda Dairy Road	DeSoto Trail	037-9025	School Board	School Board		

17414 Chowkeebin Nen	Hartsfield	037-9026	School Board	School Board	Attachment #1 20 of 21	
205 Meadow Ridge Drive	Hawks Rise	037-9027	School Board	School Board		
927 Miccosukee Road	Kate Sullivan	037-9028	School Board	School Board		
3413 Zillah Road	Pace School	037-9029	School Board	School Board		
22330 Lake Bradford Rd	Pineview	037-9030	School Board	School Board		
1400 Indiana Street	Riley	037-9031	School Board	School Board		
526 W 10th Avenue	Ruediger	037-9032	School Board	School Board		
2813 Ridgeway Road	Sabal Palm	037-9033	School Board	School Board		
2815 Allen Road	Sealey	037-9034	School Board	School Board		
3801 Fred George Road	Springwood	037-9035	School Board	School Board		
9373 Woodville Hwy	Woodville	037-9036	School Board	School Board		

**Facility** - a fixed site managed by DOH/CHD personnel for the purpose of providing or supporting public health services. Includes county-owned, state-owned, and leased facilities. Includes DOH/CHD warehouse and administrative sites. Includes facilities managed by DOH/CHD that may be shared with other organizations. Does not include schools, jails or other facilities where DOH/CHD staff are out-posted or sites where services are provided on an episodic basis.

**ATTACHMENT V  
LEON COUNTY HEALTH DEPARTMENT  
SPECIAL PROJECTS SAVINGS PLAN**

CASH RESERVED OR ANTICIPATED TO BE RESERVED FOR PROJECTS

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2019-2020*	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2020-2021**	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2021-2022***	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
2022-2023***	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
PROJECT TOTAL	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>

**SPECIAL PROJECTS CONSTRUCTION/RENOVATION PLAN**

PROJECT NUMBER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

LOCATION/ADDRESS: \_\_\_\_\_

PROJECT TYPE:      NEW BUILDING      \_\_\_\_\_ ROOFING      \_\_\_\_\_  
                                  RENOVATION      \_\_\_\_\_ PLANNING STUDY      \_\_\_\_\_  
                                  NEW ADDITION      \_\_\_\_\_ OTHER      \_\_\_\_\_

SQUARE FOOTAGE:      \_\_\_\_\_ 0

PROJECT SUMMARY:      *Describe scope of work in reasonable detail.*

START DATE (Initial expenditure of funds) : \_\_\_\_\_

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

DESIGN FEES:      \$ 0

CONSTRUCTION COSTS:      \$ 0

FURNITURE/EQUIPMENT:      \$ 0

TOTAL PROJECT COST:      \$ 0

COST PER SQ FOOT:      \$ 0

**Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.**

\* Cash balance as of 9/30/20

\*\* Cash to be transferred to FCO account.

\*\*\* Cash anticipated for future contract years.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #11**

# Leon County Board of County Commissioners

## Agenda Item #11

September 15, 2020

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

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

**Title:** Letters of Agreement with the Agency for Health Care Administration for Low Income Pool Funding to Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center, Inc.

<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 Tiffany Y. Harris, Healthcare Services Coordinator

### **Statement of Issue:**

This item seeks Board approval to utilize a portion of the primary health care and mental health care funds as the required grant match to access an additional \$1,124,112 in Low Income Pool (LIP) funding from the Florida Agency for Health Care Administration to provide primary and mental health care services for indigent and uninsured Leon County residents.

### **Fiscal Impact:**

This item has a fiscal impact. Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center requested the County's support of a \$545,323 match in order to leverage an estimated \$1,124,112 in Low Income Pool (LIP) funds from the State of Florida Agency for Health Care Administration. Funding is available in the Human Services & Community Partnerships FY 2021 Budget for the required local match.

### **Staff Recommendation:**

Option # 1: Approve the Letters of Agreement with the Agency for Health Care Administration for Low Income Pool funding to Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center, Inc. (Attachments #1, #2, and #3) and authorize the County Administrator to execute the Agreements.

Title: Letters of Agreement with the Agency for Health Care Administration for Low Income Pool Funding to Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center, Inc.

September 15, 2020

Page 2

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## **Report and Discussion**

### **Background:**

This item seeks Board approval to utilize a portion of the primary health care and mental health care funds as the required grant match to access an additional \$1,124,112 in Low Income Pool (LIP) funding from the Florida Agency for Health Care Administration to provide primary and mental health care services for indigent and uninsured Leon County residents. Funding is available in the Human Services & Community Partnerships FY 2021 Budget for the required local match.

The Letters of Agreement with the State of Florida Agency for Health Care Administration (AHCA) for the local match of Low Income Pool (LIP) funds advance the following FY 2017-FY 2021 Strategic Initiative:

- *Continue County support of primary health care through participation in Carenet in order to increase access to affordable health care for those in need. (2016-34)*

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

- *(Q4) Support and promote access to basic and welfare services to our community members most in need.*

In August 2020, Bond Community Health Center (Bond), Neighborhood Medical Center (NMC), and Apalachee Center (Apalachee), respectively, requested continued support and commitment from the County for local match funding in order to access the Low Income Pool (LIP) funds from AHCA. Subsequent to the requests, AHCA, which administers the LIP funds, sent letters of agreement to the County for the required local match funding also known as intergovernmental transfers.

In Florida, the LIP Program provides federal funds to health care safety net providers for the costs of care to uninsured patients. Historically, these funds have been available to hospitals, rural health clinics, and federally qualified health centers (FQHCs) like Bond and NMC. In 2018, AHCA received authorization from the U.S. Center for Medicare and Medicaid Services to provide LIP funding for behavioral health services. As a result, Apalachee is also eligible to receive LIP funding.

The County has consistently supported requests for support and financial commitment from the health care partners to facilitate access to LIP funds. During FY 2020, the County set aside a total of \$493,380 as the required local match for Bond, NMC, and Apalachee to leverage an additional \$1,188,240 in federal funds for primary health care services.

### **Analysis:**

As reflected in Table #1, Bond, NMC, and Apalachee are each eligible for Florida's FY 2021 LIP funds and would require a collective local match totaling \$545,323 in order to leverage an estimated additional \$1,124,112. AHCA determines the amount of funds available for each agency.

Title: Letters of Agreement with the Agency for Health Care Administration for Low Income Pool Funding to Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center, Inc.

September 15, 2020

Page 3

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*Table #1. FY 2021 LIP Funding*

<b>HealthCare Provider</b>	<b>AHCA LIP Funds</b>	<b>County Match</b>	<b>Total Funds Available for HealthCare Services</b>
Bond Community Health Center	\$256,497	\$119,819	\$376,316
Neighborhood Medical Center	\$423,242	\$197,711	\$620,953
Apalachee Center, Inc.	\$444,373	\$227,793	\$672,166
<b>Total</b>	<b>\$1,124,112</b>	<b>\$545,323</b>	<b>\$1,669,435</b>

Each health care provider would receive their respective total allocation (local match and the LIP funds) from AHCA following the execution of the Letters of Agreement and transfer of the required County match funds to AHCA.

Upon adoption of the FY 2021 budget, the County's Primary Health Care Program's Competitive Provider Reimbursement Pool (Health Care Pool) will be used for the FY 2021 Bond and NMC required local match for a total of \$545,323, to leverage an additional \$1,124,112 in LIP funds which will increase the total FY 2021 funds available for primary health care services to \$1,669,435.

The County contracts annually with Bond and NMC to provide primary care services to uninsured and indigent residents. In accordance with the Agreement, each provider is reimbursed at a rate of \$125 for each primary care patient visit. The FY 2021 Agreements with Bond and NMC will stipulate that the funding provided as the LIP match, will be treated as advance funding from the primary health care pool funds. The Agreements will ensure that Bond and NMC have adequate cash flow to provide high quality health care services and sufficient protections to the County to ensure all funds are properly expended for underinsured or insured Leon County residents.

The County contracts with Apalachee to provide alcohol and drug detoxification and crisis stabilization in compliance with the Baker Act and Marchman Act. Upon adoption of the FY 2021 budget, funds allocated for Baker Act and Marchman Act services will be used as the local match for Apalachee to access the LIP funds. The tentative FY 2021 budget for the Baker Act and Marchman Act services totals \$638,156. The FY 2021 Agreement with Apalachee will stipulate that the County's local match of up to \$227,793 will be treated as advanced funding from the Baker and Marchman allocation and will require Apalachee to expend all advance funding prior to receiving additional payments.

The FY 2021 contracts with Bond, NMC, Apalachee and the other partner health care providers will be presented at the Board's October meeting, which would include the LIP matching requirements. AHCA requires formal Letters of Agreement with Bond, NMC, and Apalachee (Attachments #1, #2, and #3 respectively) be approved and submitted by October 1, 2020.

Title: Letters of Agreement with the Agency for Health Care Administration for Low Income Pool Funding to Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center, Inc.

September 15, 2020

Page 4

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The County's matching funds must be transferred to AHCA by October 31, 2020. Subsequent to these actions, AHCA will transfer the matching funds along with the LIP funds to the three health care providers.

**Options:**

1. Approve the Letters of Agreements with the Agency for Health Care Administration for Low Income Pool funding to Bond Community Health Center, Neighborhood Medical Center, and Apalachee Center, Inc. (Attachments #1, #2, and #3) and authorize the County Administrator to execute the Agreements.
2. Do not approve the Letters of Agreements with the Agency for Health Care Administration for Low Income Pool funding.
3. Board direction.

**Recommendation:**

Option # 1

**Attachments:**

1. FY 2021 Bond Community Health Center Low Income Pool Letter of Agreement
2. FY 2021 Neighborhood Medical Center Low Income Pool Letter of Agreement
3. FY 2021 Apalachee Center Low Income Pool Letter of Agreement



## Low Income Pool Letter of Agreement

**THIS LETTER OF AGREEMENT (LOA)** is made and entered into in duplicate on the \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between **Leon County Board of County Commissioners** on behalf of **Bond Community Health Centers**, and the State of Florida, **Agency for Health Care Administration** (the “**Agency**”), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

### DEFINITIONS

“Charity care” or “uncompensated charity care” means that portion of hospital charges reported to the Agency for which there is no compensation, other than restricted or unrestricted revenues provided to a hospital by local governments or tax districts regardless of the method of payment. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, bad debt, or Medicaid and Children’s Health Insurance Program (CHIP) shortfall. The state and providers that are participating in Low Income Pool (LIP) will provide assurance that LIP claims include only costs associated with uncompensated care that is furnished through a charity care program and that adheres to the principles of the Healthcare Financial Management Association (HFMA) operated by the provider.

“Intergovernmental Transfers (IGTs)” means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

“Low Income Pool (LIP)” means providing government support for safety-net providers for the costs of uncompensated charity care for low-income individuals who are uninsured. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, “bad debt,” or Medicaid and CHIP shortfall.

“Medicaid” means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

### A. GENERAL PROVISIONS

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2020-2021, passed by the 2020 Florida Legislature, the **Leon County Board of County Commissioners** and the Agency agree that the **Leon County Board of County Commissioners** will remit IGT funds to the Agency in an amount not to exceed the total of **\$119,819**.
  - a. The **Leon County Board of County Commissioners** and the Agency have agreed that these IGT funds will only be used to increase the provision of health services for the charity care of the County and the State of Florida at large.
  - b. The increased provision of charity care health services will be accomplished through the following Medicaid programs:

- i. LIP payments to hospitals, federally qualified health centers, Medical School Physician Practices, community behavioral health providers, and rural health centers pursuant to the approved Centers for Medicare & Medicaid Services Special Terms and Conditions.
2. The **Leon County Board of County Commissioners** will return the signed LOA to the Agency no later than October 1, 2020.
3. The **Leon County Board of County Commissioners** will pay IGT funds to the Agency in an amount not to exceed the total of **\$119,819**. The **Leon County Board of County Commissioners** will transfer payments to the Agency in the following manner:
  - a. Per Florida Statute 409.908, annual payments for the months of July 2020 through June 2021 are due to the Agency no later than October 31, 2020 unless an alternative plan is specifically approved by the agency.
  - b. The Agency will bill the **Leon County Board of County Commissioners** when payment is due.
4. The **Leon County Board of County Commissioners** and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA.
  - a. Audits and Records
    - i. The **Leon County Board of County Commissioners** agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.
    - ii. The **Leon County Board of County Commissioners** agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
    - iii. The **Leon County Board of County Commissioners** agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
  - b. Retention of Records
    - i. The **Leon County Board of County Commissioners** agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.
    - ii. Persons duly authorized by the Agency and federal auditors shall have

full access to and the right to examine any of said records and documents.

- iii. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

c. Monitoring

- i. The **Leon County Board of County Commissioners** agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the **Leon County Board of County Commissioners** which are relevant to this LOA.

d. Assignment and Subcontracts

- i. The **Leon County Board of County Commissioners** agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.

- 5. This LOA may only be amended upon written agreement signed by both parties. The **Leon County Board of County Commissioners** and the Agency agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
- 6. The **Leon County Board of County Commissioners** confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re- direct any portion of these aforementioned charity care supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
- 7. The **Leon County Board of County Commissioners** agrees the following provision shall be included in any agreements between the **Leon County Board of County Commissioners** and local providers where IGT funding is provided pursuant to this LOA: "Funding provided in this Agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program (including LIP or DSH) and used secondarily for other purposes."
- 8. This LOA covers the period of July 1, 2020 through June 30, 2021 and shall be terminated June 30, 2021.
- 9. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

<b>LIP Local Intergovernmental Transfers (IGTs)</b>	
<b>Program / Amount</b>	<b>State Fiscal Year 2019-2020</b>
LIP Program	<b>\$119,819</b>
<b>Total Funding</b>	<b>\$119,819</b>

**WITNESSETH:**

**IN WITNESS WHEREOF**, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

**Leon County Board of County Commissioners**

**STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION**

**SIGNED**  
**BY:** \_\_\_\_\_

**SIGNED**  
**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

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

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

## Low Income Pool Letter of Agreement

**THIS LETTER OF AGREEMENT (LOA)** is made and entered into in duplicate on the \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between **Leon County Board of County Commissioners** on behalf of **Neighborhood Medical Center**, and the State of Florida, **Agency for Health Care Administration** (the “**Agency**”), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

### DEFINITIONS

“Charity care” or “uncompensated charity care” means that portion of hospital charges reported to the Agency for which there is no compensation, other than restricted or unrestricted revenues provided to a hospital by local governments or tax districts regardless of the method of payment. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, bad debt, or Medicaid and Children’s Health Insurance Program (CHIP) shortfall. The state and providers that are participating in Low Income Pool (LIP) will provide assurance that LIP claims include only costs associated with uncompensated care that is furnished through a charity care program and that adheres to the principles of the Healthcare Financial Management Association (HFMA) operated by the provider.

“Intergovernmental Transfers (IGTs)” means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

“Low Income Pool (LIP)” means providing government support for safety-net providers for the costs of uncompensated charity care for low-income individuals who are uninsured. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, “bad debt,” or Medicaid and CHIP shortfall.

“Medicaid” means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

### A. GENERAL PROVISIONS

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2020-2021, passed by the 2020 Florida Legislature, the **Leon County Board of County Commissioners** and the Agency agree that the **Leon County Board of County Commissioners** will remit IGT funds to the Agency in an amount not to exceed the total of **\$197,711**.
  - a. The **Leon County Board of County Commissioners** and the Agency have agreed that these IGT funds will only be used to increase the provision of health services for the charity care of the County and the State of Florida at large.
  - b. The increased provision of charity care health services will be accomplished through the following Medicaid programs:

- i. LIP payments to hospitals, federally qualified health centers, Medical School Physician Practices, community behavioral health providers, and rural health centers pursuant to the approved Centers for Medicare & Medicaid Services Special Terms and Conditions.
2. The **Leon County Board of County Commissioners** will return the signed LOA to the Agency no later than October 1, 2020.
3. The **Leon County Board of County Commissioners** will pay IGT funds to the Agency in an amount not to exceed the total of **\$197,711**. The **Leon County Board of County Commissioners** will transfer payments to the Agency in the following manner:
  - a. Per Florida Statute 409.908, annual payments for the months of July 2020 through June 2021 are due to the Agency no later than October 31, 2020 unless an alternative plan is specifically approved by the agency.
  - b. The Agency will bill the **Leon County Board of County Commissioners** when payment is due.
4. The **Leon County Board of County Commissioners** and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA.
  - a. Audits and Records
    - i. The **Leon County Board of County Commissioners** agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.
    - ii. The **Leon County Board of County Commissioners** agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
    - iii. The **Leon County Board of County Commissioners** agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
  - b. Retention of Records
    - i. The **Leon County Board of County Commissioners** agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.
    - ii. Persons duly authorized by the Agency and federal auditors shall have

full access to and the right to examine any of said records and documents.

- iii. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

c. Monitoring

- i. The **Leon County Board of County Commissioners** agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the **Leon County Board of County Commissioners** which are relevant to this LOA.

d. Assignment and Subcontracts

- i. The **Leon County Board of County Commissioners** agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.
- 5. This LOA may only be amended upon written agreement signed by both parties. The **Leon County Board of County Commissioners** and the Agency agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
  - 6. The **Leon County Board of County Commissioners** confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re- direct any portion of these aforementioned charity care supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
  - 7. The **Leon County Board of County Commissioners** agrees the following provision shall be included in any agreements between the **Leon County Board of County Commissioners** and local providers where IGT funding is provided pursuant to this LOA: "Funding provided in this Agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program (including LIP or DSH) and used secondarily for other purposes."
  - 8. This LOA covers the period of July 1, 2020 through June 30, 2021 and shall be terminated June 30, 2021.
  - 9. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

<b>LIP Local Intergovernmental Transfers (IGTs)</b>	
<b>Program / Amount</b>	<b>State Fiscal Year 2019-2020</b>
LIP Program	<b>\$197,711</b>
<b>Total Funding</b>	<b>\$197,711</b>

**WITNESSETH:**

**IN WITNESS WHEREOF**, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

**Leon County Board of County Commissioners**

**STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION**

**SIGNED**  
**BY:** \_\_\_\_\_

**SIGNED**  
**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

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

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



## Low Income Pool Letter of Agreement

**THIS LETTER OF AGREEMENT (LOA)** is made and entered into in duplicate on the \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between **Leon County** on behalf of **Apalachee Center**, and the State of Florida, **Agency for Health Care Administration** (the “**Agency**”), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

### DEFINITIONS

“Charity care” or “uncompensated charity care” means that portion of hospital charges reported to the Agency for which there is no compensation, other than restricted or unrestricted revenues provided to a hospital by local governments or tax districts regardless of the method of payment. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, bad debt, or Medicaid and Children’s Health Insurance Program (CHIP) shortfall. The state and providers that are participating in Low Income Pool (LIP) will provide assurance that LIP claims include only costs associated with uncompensated care that is furnished through a charity care program and that adheres to the principles of the Healthcare Financial Management Association (HFMA) operated by the provider.

“Intergovernmental Transfers (IGTs)” means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

“Low Income Pool (LIP)” means providing government support for safety-net providers for the costs of uncompensated charity care for low-income individuals who are uninsured. Uncompensated care includes charity care for the uninsured but does not include uncompensated care for insured individuals, “bad debt,” or Medicaid and CHIP shortfall.

“Medicaid” means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

### A. GENERAL PROVISIONS

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2020-21, passed by the 2020 Florida Legislature, the [IGT Provider] and the Agency agree that the **Leon County** will remit IGT funds to the Agency in an amount not to exceed the total of **\$207,583** if the entire State Fiscal Year (SFY) 20-21 distribution is paid using the enhanced Federal Medical Assistance Percentage (FMAP) per the Families First Coronavirus Response Act or **\$227,793** if a portion of the SFY20-21 distribution is paid after the expiration of the end of the enhanced FMAP.
  - a. The [IGT Provider] and the Agency have agreed that these IGT funds will only be used to increase the provision of health services for the charity care of the [IGT Provider] and the State of Florida at large.
  - b. The increased provision of charity care health services will be accomplished through the following Medicaid programs:
    - i. LIP payments to hospitals, federally qualified health centers, Medical School Physician Practices, community behavioral health providers, and

rural health centers pursuant to the approved Centers for Medicare & Medicaid Services Special Terms and Conditions.

1. The Leon County will return the signed LOA to the Agency no later than October 1, 2020.
2. The Leon County will pay IGT funds to the Agency in an amount not to exceed the total of **\$207,583** if the entire State Fiscal Year (SFY) 20-21 distribution is paid using the enhanced Federal Medical Assistance Percentage (FMAP) per the Families First Coronavirus Response Act or **\$227,793** if a portion of the SFY 20-21 distribution is paid after the expiration of the end of the enhanced FMAP.
  - a. Per Florida Statute 409.908, annual payments for the months of July 2020 through June 2021 are due to the Agency no later than October 31, 2020 unless an alternative plan is specifically approved by the agency.
  - b. The Agency will bill the Leon County when payment is due.
3. The Leon County and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA.
  - a. Audits and Records
    - i. The Leon County agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.
    - ii. The Leon County agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
    - iii. The Leon County agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.
  - b. Retention of Records
    - i. The Leon County agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.
    - ii. Persons duly authorized by the Agency and federal auditors shall have full access to and the right to examine any of said records and documents.

- i. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.
- c. Monitoring
  - i. The Leon County agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the [IGT Provider] which are relevant to this LOA.
- d. Assignment and Subcontracts
  - i. The Leon County agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.
- 4. This LOA may only be amended upon written agreement signed by both parties. The Leon County and the Agency agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
- 5. The Leon County confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion of these aforementioned charity care supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.
- 6. The [IGT Provider] agrees the following provision shall be included in any agreements between the [IGT Provider] and local providers where IGT funding is provided pursuant to this LOA: "Funding provided in this Agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program (including LIP or DSH) and used secondarily for other purposes."
- 7. This LOA covers the period of July 1, 2020 through June 30, 2021 and shall be terminated June 30, 2021.
- 8. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

<b>LIP Local Intergovernmental Transfers (IGTs)</b>	
<b>Program / Amount</b>	<b>State Fiscal Year 2020-2021</b>
If the entire State Fiscal Year (SFY) 20-21 distribution is paid using the enhanced Federal Medical Assistance Percentage (FMAP) per the Families First Coronavirus Response Act <b>OR</b>	<b>\$207,583</b>
If a portion of the SFY20-21 distribution is paid after the expiration of the end of the enhanced FMAP	<b>\$227,793</b>
<b>Greatest Possible Total Funding</b>	<b>\$227,793</b>

**WITNESSETH:**

**IN WITNESS WHEREOF**, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

**Leon County**

**STATE OF FLORIDA, AGENCY FOR  
HEALTH CARE ADMINISTRATION**

**SIGNED**  
**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

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

**SIGNED**  
**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

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

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #12**

# Leon County Board of County Commissioners


## Agenda Item #12

September 15, 2020

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

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

**Title:** Driver's Education Program Agreement with Leon County Schools for Fiscal Year 2021



<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Teresa Broxton, Director, Office of Intervention and Detention Alternatives

### **Statement of Issue:**

This item seeks Board approval to allocate the County's Dori Slosberg Driver Education funds to the Leon County Schools for driver's education. The County contracts with Leon County Schools to improve traffic safety in Leon County by supporting driver education and "behind-the-wheel" training in schools.

### **Fiscal Impact:**

This item has a fiscal impact. The FY 2021 budget includes \$105,497 to support driver education programs. These funds were collected in accordance with County Ordinance No. 20-02, which allows for a \$5.00 assessment on each civil traffic penalty in Leon County to be dedicated to support driver education programs.

### **Staff Recommendation:**

- Option #1: Approve the Agreement with Leon County School Board for Fiscal Year 2021 Leon County Expanded Driver's Education Program (Attachment #1) and authorize the County Administrator to execute.
- Option #2: Accept the Leon County School's Summary Report for School Year 2019/2020 and Dori Slosberg Fund Proposals for FY 2021 (Attachment #2).

## **Report and Discussion**

### **Background:**

This item seeks Board approval to allocate the County's Dori Slosberg Driver Education funds to the Leon County Schools for driver's education. The County contracts annually with Leon County Schools to improve traffic safety in Leon County by supporting driver education and "behind-the-wheel" training in schools. An agreement outlining the terms and conditions of the LCSB's use of the Dori Slosberg funds collected during FY 20 is included as Attachment #1.

Pursuant to Section 318.1215, Florida Statutes, The Dori Slosberg Driver Education Safety Act, the Board adopted Ordinance No. 02-20 on September 23, 2002 providing for the collection of an additional \$3.00 with each civil traffic penalty in Leon County, effective October 1, 2002. The purpose of the additional funds is to enhance driver's education programs in public and non-public schools. Driver education programs receiving the funds must require a minimum of 30% of a student's time in the program to be behind-the-wheel training.

Subsequently, in 2006 the Legislature increased the fee amount counties could collect for each civil traffic penalty from \$3 to \$5. Florida Statutes, provides counties the discretion to increase the civil traffic penalty fee to the \$5 maximum, via Ordinance. During the January 28, 2020 meeting, the Board adopted Ordinance No. 20-02, increasing the civil traffic penalty fee from \$3 to \$5, thereby amending Chapter 7, Article II, Section 7-25 of the Leon County Code of Laws entitled, "Additional Civil Traffic Penalty".

The Board has contracted with the Leon County School Board (LCSB) for expanded driver's education services since FY 2003. The following analysis provides a summary report of how the FY 2019 funds were used for the driver's education training in the 2019/2020 school year as well as LCSB's goals and anticipated use of the new funds in the 2020/2021 school year (Attachment #2).

### **Analysis:**

#### **Summary Report for FY 2020 from Leon County Schools**

During FY 2020, Leon County awarded Leon County Schools \$84,835 from the FY 2019 Dori Slosberg funds for driver's education instruction and behind-the-wheel training. Leon County Schools utilized the funds to employ one full-time on-the-road instructor who rotated daily among the five public high schools (Chiles, Godby, Leon, Lincoln, and Rickards) providing driving instruction and training. A total of 414 students received on-the-road driving training. As a result of the instruction and training, the Florida Department of Motor Vehicles granted operation license waivers to 364 students, 88% of those who participated in the on-the-road instruction. Each student received an average of 76 minutes of on-the-road instruction in addition to classroom instruction.

#### **Proposed Use of Funds for FY 2021 Contract**

A total of \$105,497 is available through the Dori Slosberg Driver's Education funds for Leon County School's 2020/2021 Driver's Education Program. The increased allocation is based on an

upward trend in civil traffic citations being issued during the first half of the year and additional revenues anticipated following Board approval to raise the civil traffic penalty fee to the \$5 maximum. Following the onset of COVID-19, the number of civil traffic citations recorded declined because of the stay at home order and shift to telecommuting reducing the number of cars on the road; however, staff anticipates the issuance of civil traffic citations will increase due to the continuing of the initial trends.

Like last year, Leon County Schools has proposed to continue using the funds to employ one full-time certified driver's education program instructor. The full-time employee will assist with on-the-road driving training at five of the public high schools: Chiles, Godby, Leon, Lincoln, and Rickards. Additionally, the funding will provide for one driver's education instructor on an hourly "as needed" basis for the two-week summer driver training programs that will be offered at four of the public high schools (Godby, Leon, Lincoln, and Rickards). Chiles High School does not facilitate a two-week summer program on their campus; however, enrolled students may attend the program at one of the other public schools in Leon County.

As in previous years, Leon County Schools has proposed to utilize the funds to purchase materials for the student's on-the-road driving experiences, maintain and repair the driver's education vehicles, and when feasible purchase new vehicles. As reported last year, Leon County Schools continues to maintain 16 vehicles in its fleet for driver education, which require regular basic maintenance such as oil changes and tire replacements; however, the most notable deterioration is to the vehicles driver's door handles and seats due to the frequency with which students enter and exit the vehicles. In addition to the funding received from County's Dori Slosberg Driver Education fund, the LCSB allocates \$10,000 annually to the Driver's Education Program for maintenance and repair of the vehicles. These funds are expended prior to the use of the Dori Slosberg Driver Education funds for maintenance services.

The program administrator has reported that the Leon County Schools will be purchasing a minimum of three (3) new vehicles during the 2020/2021 school year with the \$113,398 fund balance reported in the 2019/2020 Summary Report (Attachment #2) and the FY 2021 allocation from the Dori Slosberg Drivers Education funds.

**Options:**

1. Approve the Agreement with Leon County School Board for Fiscal Year 2021 Leon County Expanded Driver's Education Program (Attachment #1) and authorize the County Administrator to execute.
2. Accept the Leon County School's Summary Report for School Year 2019/2020 and Dori Slosberg Fund Proposals for FY 2021 (Attachment #2).
3. Board direction.

**Recommendation:**

Options #1 and #2



Attachments:

1. Fiscal Year 2021 Leon County Expanded Driver's Education Agreement
2. Leon County School Board 2020/2021 Dori Slosberg Fund Proposals and 2019/2020 Summary Report

## **Fiscal Year 2020/2021 Leon County Expanded Driver's Education Agreement**

This Agreement dated this 15th day of September 2020, by and between LEON COUNTY ("County"), a political subdivision of the State of Florida, and LEON COUNTY SCHOOL BOARD ("School Board").

WHEREAS, the County has identified the need to further the provision of driver's education for Leon County citizens; and

WHEREAS, on September 23, 2002, the County adopted Ordinance No. 02-20 providing for an additional \$3.00 civil traffic penalty to fund traffic education programs in public and non-public schools, effective October 1, 2002; and

WHEREAS, on January 28, 2020, the County adopted Ordinance No. 20-02 providing for an increase of the civil traffic penalty to fund traffic education programs in public and non-public schools from \$3.00 to \$5.00, thereby amending Chapter 7, Article II, Section 7-25 of the Leon County Code of Laws entitled, "Additional Civil Traffic Penalty"; and

WHEREAS, the County has recommended funding to the Leon County School Board, as set forth in this document; and

NOW THEREFORE, for and in consideration of the following, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### Section 1: Clients to be Served.

Eligibility for services under this Agreement shall be limited to residents of Leon County. Proof of residency shall be established by the School Board and documentation of residency shall be maintained by the School Board. Funding from this program shall be made available for driver education programs in both public and non-public schools.

### Section 2: Services to be Offered by School Board.

Funds shall primarily be used to fund the salary for one full-time position to provide behind-the-wheel instruction for driver education programming on a daily basis. This position shall provide instruction in all participating schools and shall be dedicated solely to the instruction of the driver education program and associated duties. Remaining budgeted funds may be used for the maintenance of the School Board's fleet of vehicles used for driver education instruction and to purchase classroom driver education materials.

### Section 3: Budget.

At the Board of County Commissioners' regular meeting held on September 15, 2020, the Board approved the allocation of \$105,497 to the School Board for the 2020/2021 school year to provide driver education instruction pursuant to Ordinance No. 02-20. Notwithstanding the aforementioned, the performance of the County's obligations under this Agreement shall be subject and contingent upon the availability of such lawfully expendable funds.

Section 4: Payment.

No later than October 26, 2020, the County shall remit payment to the Leon County School Board in the amount of \$105,497.00.

Section 5: Reports.

The School Board shall submit a comprehensive final (annual) report to the County that provides a detailed summary of all expenditures made and the clients served utilizing the funds remitted to the School Board pursuant to this Agreement. This annual report shall detail the outcomes experienced from this program and the volume and types of services performed in the reporting year. This report shall be due to the County Administrator or his designee by July 31, 2021.

Section 6: Audits, Records, and Records Retention.

The School Board agrees:

A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with the generally accepted accounting procedures and practices, which is 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, time sheets, 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 used based on the terms of this Agreement.

C. Upon completion or termination of the Agreement and at the request of the County, the School Board 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 Section 6, paragraph B, 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, as well as federal auditors, pursuant to 45 C.F.R., 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.

F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

G. **IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO**

**THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS  
RELATING TO THIS AGREEMENT, CONTACT THE  
CUSTODIAN OF PUBLIC RECORDS AT:**

**Leon County Office of Intervention and Detention Alternatives  
Attn: Teresa Broxton, Director  
501 Appleyard Drive  
Tallahassee, FL 32304  
(850) 606-5600  
[BroxtonT@leoncountyfl.gov](mailto:BroxtonT@leoncountyfl.gov)**

**Section 7: Monitoring.**

The School Board agrees:

A. To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the School Board which are relevant to this Agreement and interview any clients and employees of the School Board to assure the County of satisfactory performance of the terms and conditions of this Agreement.

B. Following any such evaluation by the County, the County will deliver to the School Board 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 School Board will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The School Board's failure to correct noted deficiencies may, at the sole and exclusive direction of the County, result in any one or any combination of the following: (a) the School Board being deemed in breach or default of this contract; (b) the withholding of payments to the School Board by the County; and, (c) the termination of this Agreement for cause.

**Section 8: Termination.**

A. The County may terminate this Agreement without cause, by giving the School Board thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days prior written notice of its intent to terminate. The County shall not be required to give the School Board such thirty (30) day written notice if, in the sole opinion of the County, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing notice of termination to the School Board.

B. Termination with cause shall include but not be limited to the discovery of improper or inappropriate accounting, expenditures, reporting or service delivery by the School Board or due to the discovery of noncompliance with any item detailed within this Agreement.

**Section 9: Liability Limitation.**

Each party hereto agrees that it shall be responsible for the negligent or wrongful acts or omissions of its employees in accordance with Florida law. However, nothing contained herein

shall constitute a waiver by either party of its sovereign immunity or the limitations set forth in Florida law, including Section 768.28, Florida Statutes.

Section 10: 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 School Board to deviate from the requirements of the Agreement, School Board shall obtain the prior written consent of the County. The parties agree to renegotiate if amendments to this Agreement become necessary in order to comply with applicable laws, regulations, or amendments to applicable laws or regulations.

Section 11: Construction.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 12: Status.

The School Board at all times relevant to this Agreement shall be an independent contractor and in no event shall the School Board nor any employees or sub-contractors under it be considered to be employees of Leon County.

Section 13: Assignments.

This Agreement shall not be assigned, in whole or part, without the prior written consent of the County, nor shall the School Board assign any monies due or to become due to it hereunder without the prior written consent of the County.

Section 14: Public Entity Crimes Certification.

The School Board hereby certifies, pursuant to §287.133, Florida Statutes, that neither the School Board nor its agents have been convicted of a public entity crime. Violation by the School Board or its agents of §287.133, Florida Statutes, shall be grounds for cancellation of this Agreement by Leon County.

Section 15: Dori Slosberg Driver Education Safety Act Compliance Statement.

The School Board hereby certifies that it shall comply with provisions of §318.1215, Florida Statutes, as may be amended from time to time, requiring that at least thirty percent (30%) of students' instruction time during the invoice period was utilized for behind-the-wheel training.

Section 16: School Board's Responsibility.

It shall be the sole responsibility of the School Board to comply with all applicable Federal, State, County and City statutes, codes, ordinances, rules and regulations in the performance of the School Board's obligations under this Agreement.

Section 17:     Term.

This Agreement shall commence upon full execution hereof, and terminate on August 16, 2021, unless terminated sooner pursuant to the provisions of Section 8 herein.

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

**SCHOOL BOARD OF LEON COUNTY,  
FLORIDA**

**ATTESTED BY:**  
Clerk for the School Board of  
Leon County, Florida

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

As its: \_\_\_\_\_

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

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

**APPROVED AS TO FORM:**  
Attorney for the School Board of  
Leon County, Florida

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

**LEON COUNTY, FLORIDA**

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

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

By: \_\_\_\_\_  
Gwendolyn Marshall, Clerk

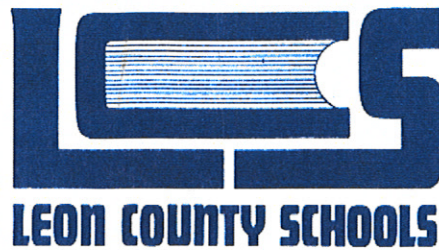
Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY:**  
Leon County Attorney's Office  
Chasity H. O'Steen, County Attorney

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

BOARD CHAIR  
Dee Dee Rasmussen

BOARD VICE CHAIR  
Georgia "Joy" Bowen



Attachment #2  
Page 1 of 2  
BOARD MEMBERS  
Darryl Jones  
Roseanne Wood  
Alva Striplin

SUPERINTENDENT  
Rocky Hanna

August 6, 2020

Honorable Bryan Desloge  
Chairman, Board of County Commissioners  
301 South Monroe Street  
Tallahassee, FL 32301

Dear Chairman Desloge,

Leon County Schools is very appreciative of the partnership with the Board of County Commissioners with regard to the Dori Slosberg funds. The behind the wheel driving experiences that our students have enjoyed over the past sixteen years has been invaluable.

Enclosed you will find a summary report for the 2019-2020 school year, including all expenditures and results of the program. At this time the Leon County School Board is requesting 100% funding of the Dori Slosberg fund. We have also included a proposal for the 2020-2021 school year.

The Leon County School Board appreciates the continued support from the Board of County Commissioners. Together we provide a necessary and important experience for the young drivers in Leon County.

Sincerely,

Rocky Hanna  
Superintendent of Schools

2757 West Pensacola Street • Tallahassee, Florida 32304-2998 • Phone (850) 487-7147 • Fax (850) 487-7141 • [www.leonschools.net](http://www.leonschools.net)

*"The Leon County School District does not discriminate against any person on the basis of gender, marital status, sexual orientation, race, religion, national origin, age, color or disability."*

**Building the Future Together**

## **2020-2021 Dori Slosberg Fund Proposals**

### **Leon County Schools Goals:**

1. Leon County Schools will employ 1 full-time certified Driver's Education instructor. This employee will conduct on the road driving experiences at (5) public high schools.
2. We will use Slosberg funds to assist with the up-keep and maintenance of the current fleet of driver education vehicles.
3. We will purchase additional vehicles for student on the road driving experiences. We will purchase as many vehicles that funding will allow. Our goal is to purchase 3 or 4 new vehicles.

## **2019-2020 Summary Report**

### **Summary of Expenditures:**

Leon County Board of Commissioners awarded Leon County Schools \$84,835.00 from the Dori Slosberg funds for behind the wheel Driver's Education instruction. Leon County used these funds to hire (1) one full-time on the road driving instructor to rotate on a daily basis among (5) five public high schools, (Chiles, Godby, Leon, Lincoln, Rickards), and one Driver's Education instructor on an hourly as needed basis during the summer. These funds were also used to purchase needed materials for instruction and to assist with vehicle maintenance.

Expenditures are as follows:

- Teachers annual salary (including benefits)	\$69,454
- Teachers salary (hourly as needed)	\$ 7,395
- Vehicle Maintenance and repairs	\$ 8,000
- Fund Balance from previous years	\$113,397.90
*to be used to purchase new vehicles	

### **Program Evaluation:**

- Students at (5) five public high schools received on the road driving experiences from a certified Driver's Education instructor.
- A total of 414 students benefited from on the road driving experiences.
- Operator license waivers were assigned to 364 qualified student drivers.
- 88% of the students that experienced on the road driving instruction received a Department of Motor Vehicle operator's license.
- Each student received an average of 76 minutes of on the road driving time.



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #13**

# Leon County Board of County Commissioners

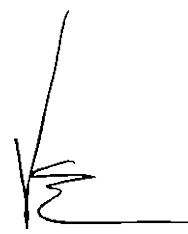
## Agenda Item #13

September 15, 2020

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

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

**Title:** 2021 U.S. Department of Justice Assistance Grant



<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Wanda Hunter, Assistant County Administrator
<b>Lead Staff/ Project Team:</b>	Teresa Broxton, Director, Office of Intervention and Detention Alternatives

### **Statement of Issue:**

This item seeks Board approval to apply for U.S. Department of Justice (DOJ) grant funds through the Florida Department of Law Enforcement and further seeks authorization to execute an Agreement with the City of Tallahassee and the Leon County Sheriff's Office for the distribution DOJ funds.

### **Fiscal Impact:**

This item has a fiscal impact. The County's portion of these grant funds total \$38,356 and are contemplated in the FY 2021 proposed budget and do not require matching funds.

### **Staff Recommendation:**

- Option #1: Approve the submittal of an application to the Florida Department of Law Enforcement for U.S. Department of Justice grant funds.
- Option #2: Approve the Agreement with the City of Tallahassee and the Leon County Sheriff's Office for the distribution of \$130,288 in grant funds from the U.S. Department of Justice (Attachment #1) and authorize the County Administrator to execute.

## Report and Discussion

### **Background:**

This item seeks Board approval for the submittal of an application to the Florida Department of Law Enforcement for U.S. Department of Justice (DOJ) grant funds and further seeks authorization to execute an Agreement with the City of Tallahassee and the Leon County Sheriff's Office for the distribution of the U.S. Department of Justice grant funds.

For more than 15 years the DOJ has awarded Justice Assistance Grant (JAG) funding to Leon County and the City of Tallahassee to support a range of criminal justice program areas including, but not limited to, law enforcement, crime prevention, and education and mental health programs. These funds are awarded by two methods: One set of funds are available directly from the DOJ and disbursed to local governments and the other funds are administered through the Florida Department of Law Enforcement (FDLE) and disbursed to local governments.

Historically, the Tallahassee Police Department (TPD) has applied to DOJ on behalf of County government and the Leon County Sheriff's Office (LCSO), for grant funding and entered into an Agreement with each agency to stipulate the use of the funds. DOJ has communicated that an award of \$130,288 will be available to the County and City for the FY 2021 from the direct funded grant.

Leon County has traditionally applied to FDLE to secure the additional funding from DOJ that is administered through State government. In 2016, FDLE recommended that Leon County, LCSO, and TPD submit separate applications for the JAG funds administered through their agency.

### **Analysis:**

The TPD will act as the administrative agency for the direct funds received from DOJ. Each agency will share administrative responsibility for their portion of the grant funds received from the DOJ through FDLE. Staff from Leon County, LCSO, and TPD propose the distribution of total funds received as illustrated in Table #1.

*Table #1: Proposed distribution of 2021 U.S. Department of Justice Assistance Grant (JAG) Funds*

Agency	Direct Funding from DOJ	Funding from DOJ through FDLE	Total Funding
Leon County	\$0.00	\$38,356	\$38,356
Leon County Sheriff's Office	\$30,144	\$31,722	\$61,866
City of Tallahassee	\$70,000	\$0.00	\$70,000
Tallahassee Police Department	\$30,144	\$31,722	\$61,866
Totals	\$130,288	\$101,800	\$232,088

As required in the grant, law enforcement agencies must set aside 3% of program funding for the implementation of the National Incident Based Reporting Systems (NIBRS). This system replaces the National Uniform Crime Reporting System that is currently utilized for crime reporting. The dedicated funds may be utilized for other law enforcement purposes after the agency becomes compliant with the NIBRS system. The proposed use of the total DOJ funds by each agency is as follows:

**Leon County**

- For the Leon County Drug and Alcohol Testing Division – drug and alcohol testing equipment and laboratory services
- Partial funding of one FTE to provide on-site drug and alcohol testing of court-ordered offenders

**Leon County Sheriff's Office**

- Investigative equipment for the Crime Scene Unit and Real Time Crime Center
- 3% set-Aside for National Incident Based Reporting System (NIBRS)

**City of Tallahassee**

- For DISC Village for the Juvenile Assessment Center Booking Unit
- Criminal booking for all arrested juveniles
- Civil Citation program coordination

**Tallahassee Police Department**

- Community-Based programs
- Officer safety and protective equipment
- Officer Training equipment
- Investigative equipment
- 3% set-Aside for National Incident Based Reporting System (NIBRS)

This item recommends the County, LCSO, and TPD enter into an Agreement which stipulates how the direct funds from the DOJ will be distributed among the agencies (Attachment #1).

As previously stated, FLDE recommended that Leon County, LCSO, and TPD submit separate applications for the JAG funds administered through their agency. FDLE has applied to DOJ to secure FY 2021 JAG grant funds on behalf of all Florida counties. An award of \$101,800 has been allocated for Leon County; of that total, the County's share of the award is \$38,356.

**Options:**

1. Approve the submittal of an application to the Florida Department of Law Enforcement for U.S. Department of Justice grant funds.
2. Approve the Agreement with the City of Tallahassee and the Leon County Sheriff's Office for the distribution of \$130,288 in grant funds from the U.S. Department of Justice (Attachment #1) and authorize the County Administrator to execute.
3. Do not approve the submittal of an application to the Florida Department of Law Enforcement for U.S. Department of Justice grant funds.
4. Do not approve the Agreement with the City of Tallahassee and the Leon County Sheriff's Office for the distribution of \$130,288 in grant funds from the U.S. Department of Justice (Attachment #1).
5. Board direction.

**Recommendation:**

Options #1 and #2

**Attachment:**

1. Agreement with the City of Tallahassee and the Leon County Sheriff's Office

## AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Tallahassee, a Florida municipal corporation, hereinafter referred to as the CITY, Leon County, a charter county and political subdivision of the State of Florida, hereafter referred to as the COUNTY, and the Leon County Sheriff's Office, hereinafter referred to as LCSO.

WHEREAS, the CITY and COUNTY have applied for and were awarded an Edward Byrne Memorial Justice Assistance Grant, hereinafter referred to as JAG, and Grant Award Number 2019-DJ-BX-0756 was authorized and funding, through September 30, 2023, was approved by the United States Department of Justice (DOJ) per CFDA #16.738; and

WHEREAS, the CITY and COUNTY, following JAG program requirements, have approved the allocation of the approved grant award in the amount of \$130,288; and

WHEREAS, the CITY and COUNTY find that the division of responsibilities for the performance of this Agreement is in the best interests of both parties and that the division of costs fairly compensates each party.

NOW, THEREFORE, for valuable consideration and mutual promises between the parties hereto, it is agreed as follows:

### **1. Program Coordination and Funding Allocation**

The CITY agrees to act as the administrative agency for the 2020 JAG. In this capacity, the CITY will receive all funding from the U.S. Department of Justice and be responsible for completing and submitting all financial and performance reports required by the JAG program.

In recognition of the CITY's agreement to act as the 2020 JAG administrative agency, both the CITY and the COUNTY agree that all interest earnings generated through the 2020 JAG award will be allocated to the CITY.

Funds awarded pursuant to JAG Grant Award Number 2019-DJ-BX-0756 will be allocated as follows:

PROGRAM	FEDERAL FUNDING
<b>DISC Village, Inc.</b>	
Juvenile Assessment Center Booking Unit	\$70,000
<b>City of Tallahassee</b>	
Law Enforcement Equipment	\$30,144
<b>Leon County</b>	
Law Enforcement Equipment	\$30,144
<b>Total</b>	<b>\$130,288</b>

Funding for the designated programs will be used to accomplish the following:

- *Juvenile Assessment Center Booking Unit* – DISC Village, Inc. will utilize JAG award funds to support salary and benefit expenses for the Juvenile Assessment Center. (\$70,000)
- *City of Tallahassee* –Tallahassee Police Department will utilize JAG award funds to support the purchase of investigative, training, officer safety, and community-based program items and set aside a mandatory 3% to support NIBRS compliance expenses. (\$30,144).
- *Leon County* –Leon County Sheriff's Office will utilize JAG award funds to enhance its Real Time Crime Center and set aside a mandatory 3% to support NIBRS compliance expenses. (\$30,144).

## 2. Time of Performance

This Agreement will be effective from October 1, 2020, through September 30, 2023.

## 3. Amount and Method of Payment

The CITY agrees to establish an interest-bearing trust fund for the deposit of JAG funds and will ensure that funds from any award under the JAG are not commingled with funds from any other source.

The CITY agrees to reimburse LCSO the sum of \$30,144. The CITY agrees to reimburse LCSO within twenty (20) working days after receipt of a reimbursement request. LCSO shall submit all reimbursement requests to the Tallahassee Police Department no later than ninety (90) calendar days prior to the end of this Agreement. Said requests shall contain a detailed description of each line item expenditure incurred during the Agreement's Time of Performance, shall be accompanied by supporting documentation, and shall be signed by the appropriate authorized representative.

The CITY reserves the right to deny approval of a reimbursement request, or any portion thereof, if the request is inconsistent with the type of expenditure listed in Paragraph 1, Program Coordination and Funding Allocation, if documentation in support of the expenditure is insufficient, or if the amount requested exceeds the amount of funds budgeted.

## 4. Special Conditions

In accordance with the provisions of Grant Award Number 2019-DJ-BX-0756, the CITY, the COUNTY, and LCSO shall comply with all terms, conditions, and procedures of any special condition(s) included as part of the grant award, as required by the U.S. Department of Justice and the JAG program. The terms, conditions, and procedures included as part of Grant Award Number 2019-DJ-BX-0756 are hereby incorporated and made part of this Agreement (see Attachment A).

## 5. Records and Reporting

The CITY shall be required to maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all amounts received and

expended by the CITY. The CITY's records shall be subject to review by the U.S. Department of Justice as stipulated in the provisions of the JAG grant award.

LCSO shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all amounts received and expended by them under this Agreement. LCSO's records referred to in the preceding sentence shall be subject to inspection by the CITY, or its designee, at all reasonable times. LCSO shall preserve and make the above-referenced records available to the CITY, if requested, for a minimum of three (3) years following the closure of the CITY's most recent audit report of JAG funds received pursuant to Grant Award Number 2019-DJ-BX-0756.

LCSO shall include a programmatic report with each reimbursement request. The programmatic reports shall reflect the progress made during the reporting period toward accomplishing the goals outlined in Paragraph 1 of this Agreement.

The CITY shall submit programmatic and financial reports to the U.S. Department of Justice in accordance with JAG grant provisions.

## 6. Audit Requirements

The parties shall be subject to audit requirements per the grant awarded by the U.S. Department of Justice subsequent to Grant Award Number 2019-DJ-BX-0756.

If the COUNTY or LCSO expend less than \$750,000 in a fiscal year from CITY awards, it is exempt from CITY audit requirements for that year. If the COUNTY or LCSO expends \$750,000 or more in a fiscal year from CITY, State, and Federal awards, an independent public accountant shall be employed to conduct a financial compliance audit of its records. In addition to the above, the COUNTY and LCSO shall provide the Tallahassee Police Department and the City Auditor, for their review, a copy of any audit received as a result of the COUNTY's or LCSO's policy; 2 C.F.R Part 200, subpart F; or Section 215.97, Florida Statutes, relating to the expenditure of state awards under the Florida Single Audit Act. Such audits shall include or be accompanied by any applicable audit management letter issued and all applicable responses to the auditor's findings and recommendations. All audits shall be submitted to the Tallahassee Police Department and the City Auditor within 30 days of receipt of each issued report.

The CITY reserves the right to conduct a financial or program audit of all records related to this Agreement. An audit by the CITY, as referenced above, may encompass an examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement.

## 7. Amendments

The CITY, the COUNTY, and LCSO may desire changes in the scope of work or services to be provided under this Agreement. Such changes, including any increases or decreases in funding which are mutually agreed upon, shall be incorporated in written amendments to this Agreement. Only such written amendments shall be valid and binding on the parties.



**8. Termination**

This Agreement may not be terminated by any party after it has been submitted to the U. S. Department of Justice as part of JAG Grant Award Number ~~2019-DJ-BX-0756~~.

**9. Assignment and Binding Effect**

The COUNTY or LCSO shall not assign, transfer, or otherwise convey any interest in this Agreement without the prior written consent of all parties to this Agreement. The CITY, the COUNTY, and LCSO each bind itself and its partners, successors, legal representatives, and assigns to such other party, in respect to all covenants of this Agreement.

**10. Attorney Fees**

Nothing in this Agreement shall be construed to deny any party the right to seek any remedies that may be available to that party, at law or in equity, including but not limited to awards of court costs and attorney fees, in order to enforce the terms of this Agreement or to recover damages as a result of a breach of this Agreement.

**11. Indemnification**

To the extent permitted by law, each party hereto agrees that it shall be solely responsible for the negligent and wrongful acts of its employees, officers and agents. However, nothing shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes. The liability of the parties, as set forth in this paragraph, is intended to be consistent with limitations of state law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes, and no obligation imposed hereby shall be deemed to alter said waiver or to extend the liability of the parties beyond such limits.

**GMS Application: 2020-H8284-FL-DJ**

**Grant Award # 2019-DJ-BX-0756**

IN WITNESS THEREOF, the CITY, the COUNTY, and LCSO have executed this Agreement as of the date first above written.

CITY OF TALLAHASSEE

LEON COUNTY

LEON COUNTY  
SHERIFF'S OFFICE

---

Reese Goad  
City Manager

---

Vincent S. Long  
County Administrator

---

Walter McNeil  
Sheriff

ATTEST:

ATTEST:

ATTEST:

---

James O. Cooke, IV  
City Treasurer-Clerk

---

Gwen Marshall  
Clerk of the Court

---

Richard Ritter  
Chief Financial Officer

APPROVED AS TO FORM

APPROVED AS TO FORM:

APPROVED AS TO FORM

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Cassandra K. Jackson  
City Attorney

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Chasity O'Steen, Esq.  
County Attorney

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James Pimentel  
Legal Advisor

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #14**

# Leon County Board of County Commissioners

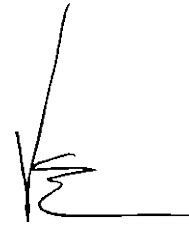
## Agenda Item #14

September 15, 2020

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

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

**Title:** State Aid to Libraries Grant Agreement and FY 2021 Annual Plan



<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>	Debra Sears, Library Director Chris Gorsuch, Grants & Contracts Specialist

### **Statement of Issue:**

This item seeks Board approval of the FY 2020-2021 State Aid to Libraries Grant Agreement with the Florida Department of State and the proposed FY 2021 Annual Plan for Library Service, a requirement for the grant.

### **Fiscal Impact:**

This item has a fiscal impact. Funding is associated with a grant that does not require a County match. The funding for State Aid to Libraries is appropriated annually by the Florida legislature. Leon County's share is estimated to be \$117,305 and is anticipated in the FY 2021 budget.

### **Staff Recommendation:**

Option # 1: Approve the FY 2020-2021 State Aid to Libraries Grant Agreement with the Florida Department of State (Attachment #1) and authorize the County Administrator to execute.

Option # 2: Approve the Library's FY 2021 Annual Plan for Library Service (Attachment #2).

## **Report and Discussion**

### **Background:**

This agenda item seeks the Board's approval of the FY2020-2021 State Aid to Libraries Grant Agreement with the Florida Department of State (Attachment #1) and approval of the required FY 2021 Annual Plan for Library Service.

The State Aid to Libraries grant program and the proposed FY 2021 Annual Plan for Library Service advances the following FY2017-FY2021 5-Year Target and Strategic Initiative:

- *Double the number of downloadable books at the library. (T9)*
- *Implement the Leon County Essential Libraries Initiative. (2020-11)*

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

- *(G2) Sustain a culture of performance and deliver effective, efficient services that exceed expectations and demonstrate value.*
- *(G3) Sustain a culture that respects, engages and empowers citizens in important decisions facing the community.*

State Aid supplemental operating funds are awarded by the Florida Legislature through the Department of State, Division of Library and Information Services, to public libraries which meet the eligibility requirements as detailed in Chapter 257, *Florida Statutes*. The County's public library system has consistently met all State Aid requirements and has received this grant every year since 1963.

Among the requirements for State Aid are a 3- to 5-year long-range plan and an annual plan of service, each to be filed with the Division of Library and Information Services. The library's governing body, the Leon County Board of County Commissioners, must approve the plan. The current 3-year long-range plan was approved by the Board at its September 24, 2019 meeting.

### **Analysis:**

At the January 27, 2020 Retreat, the Board approved commencing the Essential Libraries Initiative, which set Leon County on a three- to five-year plan of action to align the Library's programs, services, staff, and physical spaces to address the community's most pressing needs. The final proposed Essential Libraries Initiative will be brought to the Board at a future Commission meeting. The Library's 3-year long-range plan aligns with the Essential Libraries Initiative. The proposed FY 2021 Annual Plan of Service (Attachment #2) details implementation of year 2 of the long-range plan.

In the FY 2020 Annual Plan, the Library focused on gathering input from the community, collaborating to respond to needs of Leon County citizens, and creating ways to make it more convenient and enjoyable to interact with the Library, including implementation of an online library card application process. The proposed FY 2021 Annual Plan for Library Service guides the Library's second year of implementation with the addition of new partnerships, programs, and services.

**Options:**

1. Approve the FY 2020-FY2021 State Aid to Libraries Grant Agreement with the Florida Department of State and Leon County (Attachment #1) and authorize the County Administrator to execute.
2. Approve the Library's FY 2021 Annual Plan for Library Service (Attachment #2).
3. Do not approve the FY2020-FY2021 State Aid to Libraries Grant Agreement with the Florida Department of State and Leon County and do not authorize the County Administrator to execute.
4. Do not approve the Library's FY21 Annual Plan for Library Service.
5. Board direction.

**Recommendation:**

Options #1 and #2

**Attachments:**

1. FY 2020-2021 State Aid to Libraries Grant Agreement
2. FY 2021 Annual Plan for Library Service

**STATE AID TO LIBRARIES  
GRANT AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF  
STATE**

AND

**Leon County, Florida for and on behalf of Leon County Public Library**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information services, hereinafter referred to as the “Division,” and Leon County, Florida for and on behalf of Leon County Public Library, hereinafter referred to as the “Grantee.”

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the “Fiscal Year 2020-21 State Aid to Libraries Final Grants” document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- 1. Grant Purpose.** This grant shall be used exclusively for the “State Aid to Libraries Grant,” the public purpose for which these funds were appropriated.

- a) The Grantee shall perform the following **Scope of Work**

Library Collection Development

- b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payments to be awarded.

Payment 1, Deliverable/Task 1:

- Payment will be an advance in the amount of 100% of the grant award.  
The Grantee will:

Purchase library materials meeting the criteria of the collection development policy.

- c) Grant funds shall be used for the operation and maintenance of the library. The allowable budget categories are: Personnel Services (salaries, wages, and related employee benefits provided for all persons employed by the reporting entity whether on full-time, part-time, temporary, or seasonal basis); Operating Expenses (expenditures for goods and services which primarily benefit the current period and are not defined as personal services or capital outlays); Non-Fixed Capital Outlay (outlays for the

acquisition of or addition to fixed assets); and Other (other operating expenditure categories in the library budget).

**2. Length of Agreement.** This Agreement covers the period of October 1, 2018 through June 30, 2021, unless terminated in accordance with the provisions of Section 28 of this Agreement. This period begins with the start of the Grantee's second preceding fiscal year (October 1, 2018) and concludes with the end of the State of Florida's current fiscal year (June 30, 2021).

**3. Expenditure of Grant Funds.** Grant funds will be used to reimburse a portion of local funds expended by the Grantee during their second preceding fiscal year (October 1, 2018 – September 30, 2019) for the operation and maintenance of a library and shall not exceed the amount specified in Attachment B. No costs incurred after the second preceding fiscal year shall be allowed unless specifically authorized by the Division.

**4. Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Library and Information**

**Services:** Marian Deeney, Library Program  
Administrator Florida Department of State  
R.A. Gray Building  
Mail Station # 9D  
500 South Bronough Street  
Tallahassee, Florida 32399-0250  
Phone:  
Facsimil  
Email:

**For the Grantee:**

Debra Sears, Director  
LeRoy Collins Leon County Public Library  
200 W. Park Ave  
Tallahassee, Florida 32301  
Phone: 850-606-2616  
Email: searsd@leoncountyfl.gov

**5. Grant Payments.** The total grant award shall not exceed the amount specified on the "Fiscal Year 2020-21 State Aid to Libraries Final Grants" document (Attachment B),



which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Payment will be an advance in the amount of 100% of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.

**6. Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form (form number DFS-AI-26E, rev 6/2014), incorporated by reference, to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit [myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf](http://myfloridacfo.com/Division/AA/Forms/DFS-AI-26E.pdf). The form also includes tools and information that allow you to check on payments.

**7. Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit [flvendor.myfloridacfo.com](http://flvendor.myfloridacfo.com). **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.**

**8. Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

The Department shall require the return of the award in a prorated amount based upon the percentage of time that the library failed to perform the minimum level of services. The prorated reduction will be in the same percentage as the percentage of time that the library was not providing minimum level of services.

**9. Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, webpages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

"This project has been funded under the provisions of the State Aid to Libraries Grant program, which is administered by the Florida Department of State's Division of Library and Information Services."

**10. Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable

project costs as outlined in the Department of Financial Services' Reference Guide for State Expenditures (as of January 2020), incorporated by reference, which are available online at

<https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

Grant funds may not be used for the purchase or construction of a library building or library quarters.

**11. Travel Expenses.** The Subgrantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.

**12. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds as outlined in the Department of Financial Service's Reference Guide for State Expenditures (as of January 2020) <https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf>), incorporated by reference.

**13. Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of "Department of State" and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

**14. Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, *Florida Statutes*. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$750,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 218.39, *Florida Statutes* within nine months of the close of its fiscal year.

**15. Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close-out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration

of the five- year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.

**16. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.

**17. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.

**18. Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.

**19. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
- b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
- d) The name of the account(s) must include the grant award number;

- e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

**20. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this

Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

**21. Lobbying.** The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

**22. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

**23. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

**24. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and

shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.

b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.

c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

**25. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 18, Noncompliance.

**26. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, pregnancy or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

**27. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.

**28. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the

Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.

**29. Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.

**30. Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.

**31. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant- assisted project in accordance with Section 287.057, *Florida Statutes*.

- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
  - 1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.
  - 2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.

**32. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee

further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

**33. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.

**34. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act (8 USC 1324(a) (as of April 2019)), incorporated by reference. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

**35. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

**36. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990 (ada.gov (as of April 2019)), incorporated by reference).

**37. Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

**38. Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Florida Single Audit Act Requirements (Attachment A)
- c) Fiscal Year 2020-21 State Aid to Libraries Final Grants (Attachment B)

**The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.**

LEON COUNTY, FLORIDA

Department of State:

By: \_\_\_\_\_  
Chair, Board of County Commissioners

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

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

Typed name and title

**OR**

Date

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Date

ATTEST:

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

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

APPROVED AS TO LEGAL SUFFICIENCY:

Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

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



## ATTACHMENT A

### FLORIDA SINGLE AUDIT ACT REQUIREMENTS

#### **AUDIT REQUIREMENTS**

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

#### **Monitoring**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, *Florida Statutes (F.S.)*, as revised (see Audits below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

#### **Audits**

##### **Part I: Federally Funded**

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. Exhibit 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514, will meet the requirement of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e. the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

## Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2) *F.S.*

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017 and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, *F.S.*; Rule Chapter 69I-5 F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *F.S.* This includes submission of a financial reporting package as defined by Section 215.97(2) *F.S.*, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017 and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, *F.S.*, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department Financial Services (Chief Financial Officer)  
<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act)  
<http://www.leg.state.fl.us/>

## Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by PART I of this agreement shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to each of the following:
  - A. The Department of State at each of the following addresses:

Office of Inspector General  
Florida Department of State  
R. A. Gray Building, Room 114A  
500 South Bronough St.

Tallahassee, FL 32399-0250

B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.6 and section 200.512

The FAC's website prides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of State at each of the following addresses:

Office of Inspector General  
Florida Department of State  
R. A. Gray Building, Room 114A  
500 South Bronough St.  
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

3. Any reports, management letter, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97 F.S. and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### **Part IV: Record Retention**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

## **EXHIBIT – 1**

### **FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Not applicable.

### **COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Not applicable.

### **STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

#### **MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Not applicable.

#### **SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

Florida Department of State, State Aid to Libraries Grant.

CSFA Number. 45.030.

Award Amount: See Attachment B.

### **COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

The compliance requirements of this state project may be found in Part Four (State Project Compliance Requirements) of the State Projects Compliance Supplement located at <https://apps.fldfs.com/fsaa/>.

## **ATTACHMENT B**

[Fiscal Year 2020-21 State Aid to Libraries Final Grants to be attached by the Division upon execution of the agreement]

## LeRoy Collins Leon County Public Library System Annual Plan for Library Service, FY21

*In the second year of the FY2020-2022 Long Range Plan, the Library will focus on implementing selected strategies to improve communication and accountability; support specific needs in the community; expand programming and exhibits; and improve the user experience.*

### Goal 1: Reimagine the library and its roles in the community

Through participative and inclusive processes, the library's new and continuing roles are determined, communicated and demonstrated to the community.

*Strategies:*

#### **1.3 Annual plans are actionable and measurable activities are developed and shared with the community through a variety of communication and outreach strategies.**

Action 1.3.a: Develop communication plan for annual and long-range plans as part of a Customer Experience plan.

Action 1.3.b: Implement communication plan for Library's annual goals using familiar methods (web site, newsletter) and at least one new method.

Action 1.3.c: Update Long Range Plan and Annual Plan for Library Service based upon feedback from the community.

Indicators of Success: Completion of new Customer Experience Plan by November 15 includes an appropriate section for communicating annual goals and progress. Implement plan using at least 3 communication methods. Citizens will be able to anticipate, experience and provide feedback on implemented goals. Feedback will be reviewed by Library Management Team and Library Advisory Board to update plans.

### Goal 2: Help our community learn, grow and succeed

The library supports learning, creativity, discovery and success through programs, services and collaboration.

*Strategies:*

#### **2.2 Provide resources, activities and facilities to support literacy, life skills and workforce development, and individual success.**

Action 2.2.a: Working with the Leon County Sheriff's Office, provide public access to remote visiting kiosk for families of inmates at Leon County Jail.

Action 2.2.b: In conjunction with the jail visit program, develop a read aloud program to facilitate reading skills practice, enhance literacy and strengthen bonds between children and inmate parents.

Indicators of Success: Remote visit kiosk is available at one or more County libraries by January 31, 2021. Read aloud program is established with support from a partner agency and provides books to participating children for their personal libraries. At least 25% of inmates with children visiting via the kiosk participate in the read aloud program in the first year.

Action 2.2.c: Develop health literacy programs for teens, adults and seniors.

Action 2.2.d: Design and launch training on using telehealth services.

Indicators of Success: Health literacy programs will reach at least 200 people by June 30, 2021. Telehealth training developed and launched by December 1, 2020.

Action 2.2.e: Work to expand programming for teens to include life skills training and other resources to support their academic and social success.

Indicators of Success: 5% increase in overall teen engagement, with 80% of teens completing a post-program assessment indicating value of the programs.

Action 2.2.f: Libraries located in communities with high levels of food insecurity and/or illness related to poor nutrition will partner with local food banks, community garden organizers and other organizations to support healthy eating habits.

Indicators of Success: Total number of engagements; positively impact the eating habits of 30 Leon County households.

Action 2.2.g: Expand volunteering opportunities for all ages.

Action 2.2.h: Establish an internship program for college/university students.

Indicators of Success: Library establishes 20% more volunteer positions. Library's Volunteer Liaison works with VolunteerLeon to fill positions. Working with FAMU and FSU, at least two internships are established for Spring and/or Summer 2021.

Action 2.2.i: Establish a Library Social Worker position.

Indicators of Success: Position description established by October 30, 2020. Position advertised and filled when hiring freeze is lifted.

### **2.3 Support academic success by partnering with schools, providing guided homework help at libraries, and enriching youth with STEM and STEAM activities.**

Action 2.3.a: Working with Leon County Schools (LCS), explore ways the Library may help support student success.

Action 2.3.b: Develop a volunteer-based homework help program that meets the needs of both students and volunteer tutors, considering COVID-19.

Indicators of Success: Library and LCS staffs meet to identify ways the Library may support students. High school and college students are recruited for a homework help tutoring program. 200 students are served by the Homework Help program.

Action 2.3.c: Pilot a kindergarten readiness series beginning summer FY 2021.

Indicators of Success: Kindergarten readiness series reaches 50 or more rising Kindergarteners and their parents/caregivers prior to the start of next school year (August 2021).

Action 2.3.d: Resume hands-on STEM programming for K-8 when in-person programming can safely resume.

Indicators of success: Library-owned mobile STEM Labs are shared between 4 or more locations on a regular schedule. STEM activity components of the Big Read, including robotic coding class by partner STEM4GIRLS, completed by May 2021.

## **2.4 Offer programming to foster and support creativity, self-expression and fun.**

Action 2.4.a: Continue providing a wide range of programming by topic, audience and purpose.

Action 2.4.b: Pilot a program for children with autism to encourage self-expression.

Action 2.4.c: Partnering with a variety of local organizations, conduct The Big Read featuring *Lab Girl* by Hope Jahren in Spring 2021.

Indicators of Success: Programs attract targeted audiences and attendance increases 10% over previous year. Autism-appropriate programming launched in October 2020 and evaluated by participating parents and caregivers. Participation in The Big Read increases 5% over the 2020 Big Read.

Action 2.4.d: Develop a robust exhibition schedule at library locations.

Action 2.4.e: Update policy and procedures regarding library exhibitions to engage more artists and community members.

Indicators of Success: Exhibition policy and procedures updated by January 2021. Quantity and variety of exhibitors increases.

## **Goal 3: Improve the user experience**

Create ways to make it more convenient and enjoyable to interact with the library.

*Strategies:*

### **3.2 Explore new methods of service delivery.**

Action 3.2.a: Implement Radio Frequency Identification (RFID) technology

Action 3.2.b: Empower library users with fast, contact-free self-checkout kiosks and self-service holds pick-up areas.

Action 3.2.c: Reassign staff to public-facing positions and outreach opportunities as workloads shift with new technology.

Indicators of Success: All collections converted to RFID and new system is operational by December 31, 2020. Positive feedback from patrons via comment cards, web forms, etc.



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #15**

# Leon County Board of County Commissioners

## Agenda Item #15

September 15, 2020

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

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



**Title:** Acceptance of Maintenance Agreement and Surety Device for Dempsey Office Park 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 item seeks Board acceptance of a Maintenance Agreement and Surety Device for Dempsey Office Park Subdivision in a form to be approved by the County Attorney.

### **Fiscal Impact:**

This item has no fiscal impact. Routine maintenance of the roadway and drainage facilities in the Dempsey Office Park Subdivision will be paid for through the Operations Division's current operating budget.

### **Staff Recommendation:**

Option #1: Authorize the County Administrator to accept the Maintenance Agreement and Surety Device for Dempsey Office Park Subdivision in a form approved by the County Attorney (Attachment #1).

## **Report and Discussion**

### **Background:**

This item seeks Board acceptance of a Maintenance Agreement and Surety Device for Dempsey Office Park Subdivision. Dempsey Office Park Subdivision is located in Section 23; Township 1 North; Range 1 East, on the northwesterly side of Mahan Drive and along the east right-of-way of Dempsey Mayo Road (Attachment #2).

On May 22, 2018, the Board approved the plat of Dempsey Office Park Subdivision for recording in the public record and accepted a performance bond to guarantee completion of the infrastructure, which included construction and installation of the final overlay of asphalt, temporary and final thermoplastic pavement markings, concrete sidewalk work/repair, driveways, and installation of all ADA mats at each curb ramp in the subdivision. The construction of the subdivision has continued under the performance bond. All items covered by the performance bond are now complete and, upon acceptance of the Maintenance Agreement and Surety Device, the performance bond will be released by Public Works.

### **Analysis:**

The proposed Maintenance Agreement requires the Developer to repair any defects in materials and/or workmanship in the construction of the streets, sidewalks and storm sewer facilities that become apparent within a two-year period. This Agreement will be secured by a Surety Device in the amount of \$41,473. If repairs to defects are not made by the Developer during the two-year period, the County may utilize funds from the Surety Device to make such repairs. Routine maintenance of the facilities will be covered in the Operations Division's operating budget.

### **Options:**

1. Authorize the County Administrator to accept the Maintenance Agreement and Surety Device for Dempsey Office Park Subdivision in a form approved by the County Attorney (Attachment #1).
2. Do not authorize the County Administrator to accept the Maintenance Agreement and Surety Device for Dempsey Office Park Subdivision in a form approved by the County Attorney.
3. Board direction.

### **Recommendation:**

Option #1

### **Attachments:**

1. Dempsey Office Park Subdivision Maintenance Agreement and Surety Device
2. Location map

## MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between **DEMPSEY MAYO, LLC.**, a Florida corporation, whose mailing address is **4004 Norton Lane Suite 202 Tallahassee, Leon, FL 32308** hereinafter collectively called the “DEVELOPER,” and **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida, hereinafter called the “COUNTY”.

WHEREAS, the DEVELOPER has heretofore presented a map or plat of **Dempsey Office Park Subdivision** to the Board of County Commissioners of Leon County, Florida, which map or plat was approved by said Board subject to the construction and paving of the roads and streets and installation of all storm sewer, sidewalks and all other improvements in said subdivision in accordance with plans and specifications approved by the COUNTY (the “Improvements”) therein and after the completion of said Improvements the execution of a Maintenance Agreement by the DEVELOPER to correct, repair, or replace according to approved design specification and to COUNTY satisfaction or reimburse the COUNTY for any defects in materials and workmanship in the construction and paving and installation of said Improvements; and

WHEREAS, said Improvements in said subdivision have been constructed, paved and installed in accordance with plans and specifications prescribed by the COUNTY, and said Improvements having been approved by the COUNTY;

PERFORMANCE OF THIS AGREEMENT by the DEVELOPER shall be secured by an Irrevocable Letter of Credit in the amount of \$41,473.00 with surety thereon approved by the COUNTY and COUNTY is authorized to redeem said letter of credit without notice.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That the DEVELOPER for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations to them in hand paid by the COUNTY, the receipt whereof is hereby acknowledged, contract and agree to reimburse the COUNTY for all expenses that might be incurred by the COUNTY because of any defects in materials and/or workmanship in the construction and paving of said Improvements within **Dempsey Office Park** that become apparent within two (2) years from date of this agreement.

IN WITNESS WHEREOF, the DEMPSEY MAYO, LLC., and LEON COUNTY have caused these presents to be executed in their names on the date first above written, its corporate seal affixed by its appropriate officers and Leon County Commissioners and its seal affixed by the Clerk of said Board, the day and year first above written.

(Witnesses)

[Signature] (signature)

Grady Shafer (typed or printed name)

Ki Parrish (signature)

Teri Parrish (typed or printed name)

STATE OF Florida  
COUNTY OF Leon

DEVELOPER:

**DEMPSEY MAYO LLC.**

By: [Signature] (seal)

As its: Manager

Date: 8/28/2020

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28<sup>th</sup> day of August, 20 20, by Robert Parrish, as Manager (Title of Officer or Agent), of Dempsey Mayo, LLC, who (☒) is personally known to me; (☐) produced a current driver's license as identification; or (☐) produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public

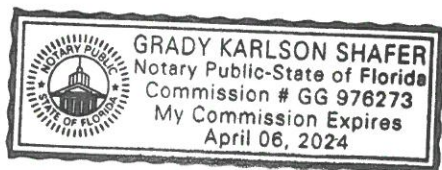
[Notarial Seal]

Printed Name: Grady Shafer  
Commission No.: 976273  
Expiration: 4-6-24

LEON COUNTY, FLORIDA

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

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



APPROVED AS TO LEGAL SUFFICIENCY:

Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

ATTEST:

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

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

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



IRREVOCABLE LETTER OF CREDIT

Letter of Credit No. 052718B (Modification/Extension)

Date: September 15, 2020

Expiration Date: September 15, 2022

To: Leon County, Florida

RE: Dempsey Office Park

To Whom It May Concern:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of Dempsey Mayo, LLC. ("Account Party") whose current address is c/o Manausa Law Firm, 1701 Hermitage Blvd, Suite 100, Tallahassee, FL 32308 available by your demand on us, payable at sight for Forty One Thousand Four Hundred and Seventy Three dollars (\$41,473.00), when accompanied by the following:

An affidavit from an appropriate party affiliated with Leon County stating that the Account Party has failed to correct, repair, or replace Improvements within the right-of-way according to approved design specification and to COUNTY satisfaction or reimburse the COUNTY for any defects in materials and workmanship in the construction and paving and installation of said Improvements, by the deadline of September 15, 2022.

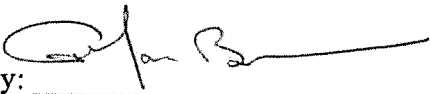
We hereby agree that a demand presented in compliance with the terms of this Letter of Credit, will be duly honored upon presentation and delivery of the document specified above on or before 5:00 p.m. on September 15, 2022 at our offices located at 2915-501 Kerry Forest Parkway, Tallahassee, FL 32309.

If we shall fail to act by honor or dishonor within three (3) business days following receipt of your demand and affidavit as provided above, we shall be precluded from claiming that the same is not in accordance with the terms and conditions of this agreement.



Except as otherwise expressly stated, this credit is subject to the "Uniform Customs and Practice for Documentary Credit" (2007 Revision), International Chamber of Commerce Publication No. 600.

TC Federal Bank

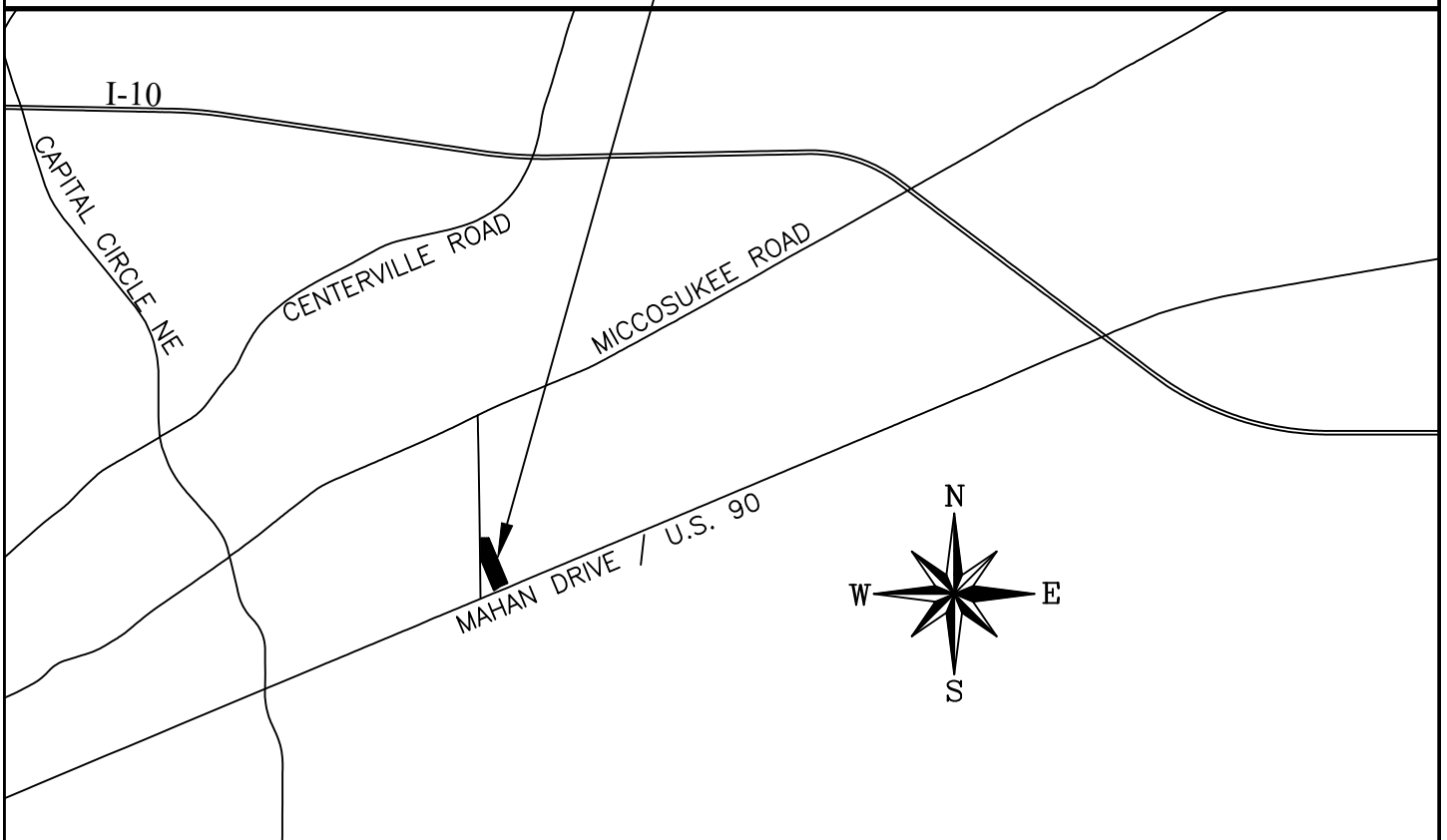
By:   
\_\_\_\_\_  
G. Matthew Brown  
CEO



## SITE MAP

SCALE 1" = 500'

## DEMPSEY OFFICE PARK



## LOCATION MAP

SCALE 1" = 5000'



**Leon County**  
**Board of County Commissioners**  
**Notes for Agenda Item #16**

# Leon County Board of County Commissioners

## Agenda Item #16

September 15, 2020

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

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

**Title:** Local Agency Program Supplemental Agreement with Florida Department of Transportation for Construction of the Big Bend Scenic Byway 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
<b>Lead Staff/ Project Team:</b>	Chris Muehlemann, P.E., Chief of Engineering Design Felton Ard, P.E., Customer Support Engineer

### **Statement of Issue:**

This item seeks Board approval of a Resolution and Budget Amendment request to realize additional grant funding received from the Florida Department of Transportation for construction of the Big Bend Scenic Byway Project into the County budget.

### **Fiscal Impact:**

This item has a fiscal impact. This item realizes an additional \$538,932 from the Florida Department of Transportation toward the project costs for the construction and construction engineering inspection (CEI) services with no County match required.

### **Staff Recommendation:**

Option# 1: Approve the Resolution and associated Budget Amendment Request realizing \$538,932 from the Florida Department of Transportation into the County budget (Attachment #1) for the construction of the Big Bend Scenic Byway Project.

## **Report and Discussion**

### **Background:**

This item seeks Board approval of a Resolution and Budget Amendment request to realize additional grant funding received from the Florida Department of Transportation for construction of the Big Bend Scenic Byway Project into the County budget. The County Administrator executed a Local Agency Program (LAP) Supplemental Agreement to accept the additional funding in June 2020 through prior authorization granted by the Board (Attachment #2). This item formally includes the additional funding into the County budget.

The Big Bend Scenic Byway covers 220 miles of scenic roads through Leon, Wakulla, and Franklin counties. The Big Bend Scenic Byway Corridor Management Entity (CME), composed of residents of Leon, Wakulla, and Franklin counties, successfully applied for a \$910,000 federal grant with U.S. DOT to construct improvements to the Big Bend Scenic Byway. The proposed improvements include 11 covered kiosks, 17 wayside bench exhibits, 11 kiosk signs, and 60 driver approach markers.

The grant required a 20% local match, which was requested from various entities within the project area. At the June 22, 2010 meeting, the Board approved a grant match in the amount of \$25,000 to support the project. Initially this grant was to be managed by Wakulla County; however, in November 2012, Wakulla County indicated that they would not execute the LAP Agreement with FDOT. At the December 11, 2012 meeting, the Board executed a LAP Agreement between the FDOT and Leon County for the Byway Implementation. Under this Agreement, the County assumed management of the grant which included the responsibility for the interagency coordination and the development of a design-build proposal for the project.

Staff developed a Design/Build document to procure design and construction services in a single contract. In the subsequent years, staff worked with ten different Byway entities to develop agreements for selection of the Big Bend Scenic Byway informational sites and signs, clarifications of the maintenance and operations responsibilities, and facilitation of the permitting process. In May 2016, staff advertised a Request for Proposals (RFP) to secure a Design/Build team. Two groups requested the RFP information, but no proposals were submitted. After receiving no response to the RFP, staff consulted with FDOT to determine the best way to move forward with the project. With FDOT concurrence, the Design/Build approach was terminated, and the project design and construction tasks were separated.

The consultant was tasked to develop a plan that could be constructed utilizing the remaining project funds. After extensive exploration of alternative design and coordination with the Byway entities, FDOT, and the Design Consultant, it was determined the project could not be constructed within the current budget.

### **Analysis:**

The current budget includes \$660,156 for construction of the Big Bend Scenic Byway project. However, the Design Engineer's estimate for construction is approximately \$1,000,000, resulting

in a \$338,932 budget shortfall. Additionally, the budget does not include an estimated \$200,000 for construction engineering inspection (CEI) services, bringing the total budget shortfall to \$538,932.

In April 2020, FDOT notified staff that FDOT would provide the additional funds to support the project through a LAP Supplemental Agreement. In June 2020, the County Administrator executed the LAP Supplemental Funding Agreement to secure the additional \$538,932 in funding from FDOT.

This item seeks Board approval of a Resolution and associated Budget Amendment Request to realize the additional funding into the County budget. The project will be bid for construction in Fall 2020.

**Options:**

1. Approve the Resolution and associated Budget Amendment Request realizing \$538,932 from the Florida Department of Transportation into the County budget (Attachment #1) for the construction of the Big Bend Scenic Byway Project..
2. Do not approve the Resolution and associated Budget Amendment Request realizing \$538,932 from the Florida Department of Transportation into the County budget for the construction of the Big Bend Scenic Byway Project..
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Resolution and associated Budget Amendment Request
2. Local Agency Program Supplemental Agreement

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 15<sup>th</sup> day of September, 2020.

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:  
Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

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

# FISCAL YEAR 2019/2020 BUDGET AMENDMENT REQUEST

No: BAB20032  
Date: 8/31/2020

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 9/15/2020

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

## Request Detail

### Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
125	916017	331494	000	Big Bend Scenic Byway	711,116	538,932	1,250,048
<b>Subtotal:</b>						538,932	

### Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
125	916017	56400	525	Machinery and Equipment	711,116	(711,116)	-
125	916017	56300	525	Improvements Other Than Buildings		1,050,048	1,050,048
125	916017	53400	525	Other Contractual Services	-	200,000	200,000
<b>Subtotal:</b>						538,932	

## Purpose of Request

This amendment appropriates an additional \$538,932 from the Florida Department of Transportation toward the Big Bend Scenic Byway project costs for the construction and construction engineering inspection services.

Division/Department

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution ☒

Motion ☐

Administrator ☐

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

Attachment #2  
Page 1 of 3

525-010-32  
PROGRAM MANAGEMENT  
08/19

Page 1 of 3

SUPPLEMENTAL NO.  
002

FEDERAL ID NO. (FAIN)  
SB11-003-R

CONTRACT NO.  
AR572

FEDERAL AWARD DATE

FPN  
424369-4-58-01, 424369-4-68-01

RECIPIENT DUNS NO.  
19-373-0645

Recipient, Florida Department of Transportation, desires to supplement the original Agreement entered into and executed on April 30, 2014 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

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**PROJECT DESCRIPTION**

Name Big Bend Scenic Byway Implementation Phase II Length N/A

Termini Wakulla, Franklin, and Leon Counties

**Description of Work:**

This project will be for the design and construction of Phase II for the Big Bend Scenic Byway Interpretive and Way showing plan in Wakulla, Franklin, and Leon Counties.

**Reason for Supplement and supporting engineering and/or cost analysis:**

These funds are to support the project after re-design for design-bid-build approach instead of Design-Build. Total funds being added equal \$538,932 for construction and CEI services. Total Agreement amount including LF total's \$1,199,088.00.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
 SUPPLEMENTAL AGREEMENT**  
**ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE**

RECIPIENT NAME & BILLING ADDRESS: Leon County, Florida  
 301 S. Monroe Street, 5<sup>th</sup> Floor  
 Tallahassee, FL 32301

FINANCIAL PROJECT NUMBER: 424369-4-58-01

Page 2 of 3

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
<b>Design</b>						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
<b>Total Design Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Right-of-Way</b>						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
<b>Total Right-of-Way Cost</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Construction</b>						
FY: 2014-2019 (Scenic Byway)	\$856,650.00	\$0.00	\$856,650.00	\$196,494.00	\$0.00	\$660,156.00
FY: 2020 (Enhancement)	\$0.00	\$338,932.00	\$338,932.00	\$0.00	\$0.00	\$338,932.00
FY: (Insert Program Name)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Construction Cost</b>	\$856,650.00	\$338,932.00	\$1,195,582.00	\$196,494.00	\$ 0.00	\$999,088.00
<b>Construction Engineering and Inspection (CEI)</b>						
FY: 2020 (Enhancement)	\$0.00	\$200,000.00	\$200,000.00	0.000	\$0.00	\$200,000.00
FY: (Insert Program Name)						
FY: (Insert Program Name)						
<b>Total CEI Cost</b>	\$ 0.00	\$200,000.00	\$200,000.00	\$ 0.00	\$ 0.00	\$200,000.00
<b>(Insert Phase)</b>						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
<b>Total Phase Costs</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL COST OF THE PROJECT</b>	\$856,650.00	\$538,932.00	\$1,395,582.00	\$196,494.00	\$ 0.00	\$1,199,088.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Dustin Castells  
 District Grant Manager Name

Signature

Date



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM  
SUPPLEMENTAL AGREEMENT**

525-010-32  
PROGRAM MANAGEMENT  
08/19

Page 3 of 3

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT Leon County, Florida

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: Vincent S. Long  
Name: Vincent S. Long  
Title: County Administrator

By: \_\_\_\_\_  
Name: Tim Smith, P.E.  
Title: Interim Director of Transportation Development  
Date: \_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY:  
Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

Legal Review:

By: [Signature]  
Digitally signed by Daniel J. Rigo  
DN: cn=Daniel J. Rigo, o=Leon County BCC,  
ou=County Attorney's Office,  
email=rjgodi@leoncountyfl.gov, c=US  
Date: 2020.07.01 13:39:36 -0400  
Daniel J. Rigo, Assistant County Attorney

Attest:  
Gwendolyn Marshall, Clerk & Comptroller  
Leon County, Florida

By: Gwendolyn Marshall



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #17**

# Leon County Board of County Commissioners

## Agenda Item #17

September 15, 2020

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

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

**Title:** Approval of the Plats for Summerfield Single Family Phase II and III Subdivisions

<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 item seeks Board approval of the plats for Summerfield Single Family Phase II and Phase III Subdivisions for recording in the Public Record and acceptance of the Performance Agreement and Surety Device in a form to be approved by the County Attorney.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

- Option #1: Approve the plat for Summerfield Single Family Phase II for recording in the Public Record (Attachment #1), contingent upon staff's final review and approval, and authorize the County Administrator to accept the Performance Agreement and Surety Device in a form approved by the County Attorney (Attachment #2).
- Option #2: Approve the plat for Summerfield Single Family Phase III Subdivision for recording in the Public Record (Attachment #3), contingent upon staff's final review and approval, and authorize the County Administrator to accept the Performance Agreement and Surety Device in a form approved by the County Attorney (Attachment #4).

## **Report and Discussion**

### **Background:**

In accordance with Leon County land development regulations, this item seeks Board approval of the plats of Summerfield Single Family Phase II and Phase III Subdivisions for recording in the Public Record. The Phase II development being platted consists of 21.7 acres containing 52 residential lots; and Phase III consists of 4.42 acres containing 20 residential lots. Summerfield Single Family Phase II and Phase III Subdivisions are located in Section 5; Township 1 North; Range 1 West, on the west side of North Monroe Street at the intersection of Clara Kee Boulevard (Attachment #5).

Summerfield Single Family Subdivision was approved by the Development Review Committee as a Type "A" site and development plan on June 20, 2019 (Attachment #6).

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, Summerfield Land, LLC, is requesting Board approval of the plats contingent upon staff's final review and approval, due to date-sensitive contractual obligations. The plats have been circulated and are still under review by the appropriate departments and agencies. The plats presented herein are conditional final plats in that they are substantially complete, and staff does not anticipate any changes other than possible minor corrections to text.

There is some infrastructure that has yet to be completed. The County Engineer has reviewed these items and inspection reports, and recommends the Performance Agreement and Surety Device in the amount of \$156,573 for Phase II and \$65,126 for Phase III, representing 110% of the certified construction cost approved by the Division of Engineering Services. This item seeks Board authorization for the County Administrator to accept the Performance Agreements and Surety Devices in a form to be approved by the County Attorney.

Staff recommends the Board approve the plats 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 plats, staff will resubmit them to the Board at a future regularly scheduled meeting for ratification.

**Options:**

1. Approve the plat for Summerfield Single Family Phase II for recording in the Public Record (Attachment #1), contingent upon staff's final review and approval, and authorize the County Administrator to accept the Performance Agreement and Surety Device in a form approved by the County Attorney (Attachment #2).
2. Approve the plat for Summerfield Single Family Phase III for recording in the Public Record (Attachment #3), contingent upon staff's final review and approval, and authorize the County Administrator to accept the Performance Agreement and Surety Device in a form approved by the County Attorney (Attachment #4).
3. Do not approve the plats of Summerfield Single Family Phase II and Phase III Subdivisions for recording in the Public Record contingent upon staff's final review and approval, and do not authorize the County Administrator to accept the Performance Agreements and Surety Devices.
4. Board direction.

**Recommendation:**

Options #1 and #2

**Attachments:**

1. Plat of Summerfield Single Family Phase II Subdivision
2. Performance Agreement and Surety Device for Summerfield Single Family Phase II Subdivision
3. Plat of Summerfield Single Family Phase III Subdivision
4. Performance Agreement and Surety Device for Summerfield Single Family Phase III Subdivision
5. Location map
6. Development Review approval letter

# SUMMERFIELD, SINGLE FAMILY (SF) - PHASE II

A SUBDIVISION LYING IN SECTION 5, TOWNSHIP 01 NORTH, RANGE 01 WEST, LEON COUNTY, FLORIDA

DEDICATION: STATE OF FLORIDA, COUNTY OF LEON

KNOW ALL PERSONS BY THESE PRESENTS THAT "SUMMERFIELD, SINGLE FAMILY (SF) - PHASE 2 & 3", OWNER FEE IN SIMPLE OF THE LAND SHOWN HEREON PLATTED AS SUMMERFIELD, SINGLE FAMILY (SF) - PHASE 2, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PHASE-2

Begin at a 4"x4" concrete monument (Plain Top) lying on the northeastern right of way of Old Bainbridge Road (CR. 157) and marking the western most corner of Lot 1, Block "G" of View Pointe subdivision recorded in Plat Book 12, Page 17 of the Public Records of Leon County, Florida. From said POINT OF BEGINNING run along the northwestern boundary of said Lot 1, Block "G" North 54 degrees 01 minutes 44 seconds East, 85.09 feet to a set 5/8" iron rod & cap (#7834) marking a non-tangent curve concave to the southwest and the southern most corner of Summerfield Phase-1 subdivision recorded in Plat Book 23, Page 66 of the Public Records of Leon County, Florida.

Thence leaving said northwestern boundary of Lot 1 run the following (32) courses along the western platted lines of said Summerfield Phase-1 subdivision:

Thence along said curve with a central angle of 14 degrees 30 minutes 56 seconds with a radius of 1236.43 feet for an arc distance of 313.24 feet (chord bearing North 44 degrees 45 minutes 15 seconds West, 312.40 feet) to a found 4"x4" concrete monument (#7245); thence North 57 degrees 16 minutes 34 seconds East, 20.58 feet to a found 4"x4" concrete monument (#7245); thence North 42 degrees 28 minutes 27 seconds East, 140.66 feet to a found 4"x4" concrete monument (#7245); thence North 85 degrees 12 minutes 55 seconds East, 66.35 feet to a found 4"x4" concrete monument (#7245); thence South 83 degrees 34 minutes 09 seconds East, 47.67 feet to a found 4"x4" concrete monument (#7245); thence North 61 degrees 19 minutes 03 seconds East, 112.97 feet to a set 5/8" iron rod & cap (#7834); thence North 19 degrees 43 minutes 05 seconds East, 25.75 feet to a set 5/8" iron rod & cap (#7834); thence North 40 degrees 36 minutes 55 seconds East, 54.42 feet to a set 5/8" iron rod & cap (#7834); thence North 18 degrees 45 minutes 08 seconds East, 43.07 feet to a set 5/8" iron rod & cap (#7834); thence North 03 degrees 14 minutes 18 seconds East, 21.55 feet to a set 5/8" iron rod & cap (#7834); thence North 06 degrees 05 minutes 59 seconds West, 43.37 feet to a set 5/8" iron rod & cap (#7834); thence North 00 degrees 06 minutes 13 seconds East, 16.42 feet to a set 5/8" iron rod & cap (#7834); thence North 16 degrees 22 minutes 21 seconds West, 32.62 feet to a set 5/8" iron rod & cap (#7834); thence North 39 degrees 29 minutes 33 seconds West, 29.38 feet to a set 5/8" iron rod & cap (#7834); thence North 28 degrees 16 minutes 36 seconds West, 81.25 feet to a set 5/8" iron rod & cap (#7834); thence North 27 degrees 08 minutes 52 seconds East, 59.26 feet to a set 5/8" iron rod & cap (#7834); thence North 14 degrees 26 minutes 58 seconds West, 132.91 feet to a set 5/8" iron rod & cap (#7834); thence North 14 degrees 42 minutes 49 seconds West, 45.00 feet to a set 5/8" iron rod & cap (#7834) marking a non-tangent curve concave to the north; thence along said curve with a central angle of 22 degrees 50 minutes 01 seconds with a radius of 177.50 feet for an arc distance of 70.74 feet (chord bearing South 86 degrees 42 minutes 52 seconds West, 70.27 feet) to a set 5/8" iron rod & cap (#7834); thence North 81 degrees 52 minutes 08 seconds West, 111.76 feet to a set 5/8" iron rod & cap (#7834); thence North 08 degrees 07 minutes 52 seconds East, 94.01 feet to a set 5/8" iron rod & cap (#7834); thence North 38 degrees 14 minutes 25 seconds West, 37.67 feet to a set 5/8" iron rod & cap (#7834); thence North 17 degrees 47 minutes 41 seconds West, 133.60 feet to a set 5/8" iron rod & cap (#7834) marking a non-tangent curve concave to the northwest; thence along said curve with a central angle of 19 degrees 03 minutes 30 seconds with a radius of 111.50 feet for an arc distance of 37.09 feet (chord bearing North 61 degrees 27 minutes 17 seconds East, 36.92 feet) to a set 5/8" iron rod & cap (#7834); thence North 50 degrees 49 minutes 04 seconds East, 17.51 feet to a set 5/8" iron rod & cap (#7834); thence North 39 degrees 08 minutes 19 seconds West, 45.00 feet to a set 5/8" iron rod & cap (#7834) marking a non-tangent curve concave to the west; thence along said curve with a central angle of 89 degrees 54 minutes 35 seconds with a radius of 17.50 feet for an arc distance of 27.46 feet (chord bearing North 05 degrees 46 minutes 50 seconds East, 24.73 feet) to a set 5/8" iron rod & cap (#7834); thence North 39 degrees 10 minutes 28 seconds West, 26.06 feet to a set 5/8" iron rod & cap (#7834) marking a non-tangent curve concave to the southwest; thence along said curve with a central angle of 36 degrees 56 minutes 02 seconds with a radius of 140.06 feet for an arc distance of 90.29 feet (chord bearing North 57 degrees 42 minutes 03 seconds West, 86.73 feet) to a set 5/8" iron rod & cap (#7834); thence North 13 degrees 42 minutes 57 seconds East, 47.12 feet to a set 5/8" iron rod & cap (#7834) marking a non-tangent curve concave to the northwest; thence along said curve with a central angle of 68 degrees 27 minutes 11 seconds with a radius of 30.18 feet for an arc distance of 36.05 feet (chord bearing North 45 degrees 58 minutes 34 seconds East, 33.95 feet) to a set 5/8" iron rod & cap (#7834); thence North 11 degrees 36 minutes 07 seconds East, 121.07 feet to a set 5/8" iron rod & cap (#7834) marking a point of intersection with the northern boundary of "Lot 1" of a Two Lot Subdivision recorded in Official Records Book 5278, Page 837 of the Public Records of Leon County, Florida.

Thence run the following (7) courses along the northern boundary of said "Lot 1":

North 78 degrees 57 minutes 56 seconds West, 74.13 feet to a found iron rod & cap (#4664); thence North 87 degrees 13 minutes 34 seconds West, 198.05 feet to a set 5/8" iron rod & cap (#7834); thence South 42 degrees 21 minutes 15 seconds West, 212.20 feet to a set 5/8" iron rod & cap (#7834); thence North 66 degrees 32 minutes 23 seconds West, 128.74 feet to a set 5/8" iron rod & cap (#7834); thence South 23 degrees 01 minutes 38 seconds West, 92.90 feet to a set 5/8" iron rod & cap (#7834); thence South 79 degrees 31 minutes 21 seconds West, 90.95 feet to a set 5/8" iron rod & cap (#7834); thence South 24 degrees 41 minutes 57 seconds West, 172.41 feet to a set 5/8" iron rod & cap (#7834); thence leaving said northern boundary run South 61 degrees 48 minutes 54 seconds East, 98.78 feet to a set 5/8" iron rod & cap (#7834); thence South 28 degrees 52 minutes 44 seconds West, 174.83 feet to a set 5/8" iron rod & cap (#7834); thence South 61 degrees 07 minutes 31 seconds East, 9.54 feet to a found 5/8" iron rod marking the northwest corner of lands described in Official Records Book 5139, Page 2250 of the Public Records of Leon County, Florida. Thence continue South 61 degrees 31 seconds East, 295.17 feet along the northeastern boundary of said lands to a found 5/8" iron rod marking the northeast corner of said lands; thence South 28 degrees 52 minutes 28 seconds West, 420.00 feet along the southeast boundary of said lands to a found 5/8" iron rod marking the southeast corner of said lands and lying on the northeastern right of way of Old Bainbridge Road; thence South 61 degrees 06 minutes 37 seconds East, 457.41 feet to a found 4"x4" concrete monument (Plain Top) marking a point of curve concave to the southwest; thence along said curve with a central angle of 23 degrees 13 minutes 14 seconds with a radius of 1179.28 feet for an arc distance of 477.94 feet (chord bearing South 49 degrees 29 minutes 42 seconds East, 474.67 feet to the POINT OF BEGINNING. Containing 21.71 acres more or less.

HAVING CAUSED SAID LANDS TO BE DIVIDED AND SUBDIVIDED AS SHOWN HEREON AND DOES HEREBY DEDICATE THE FOLLOWING:

1. TO THE PUBLIC ALL ROADS AND RIGHTS OF WAYS (SUMMERFIELD DRIVE, HONEYMOON COURT, MARY OWENS DRIVE, OWEN DRIVE), PUBLIC UTILITY EASEMENTS, PUBLIC PEDESTRIAN EASEMENTS, AND PUBLIC DRAINAGE EASEMENTS, AS DEPICTED HEREON.
2. TO TALQUIN ELECTRIC COOPERATIVE ALL TALQUIN ELECTRIC UTILITY EASEMENTS, AS DEPICTED HEREON.
3. TO THE SUMMERFIELD PROPERTY OWNERS ASSOCIATION ALL LANDSCAPE BUFFERS, TYPE "D" LANDSCAPE BUFFERS, COMMON AREAS, AND PERPETUAL LANDSCAPE EASEMENTS AS DEPICTED HEREON

RESERVING, HOWEVER, THE REVERSION OR 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

SUMMERFIELD LAND, LLC

PRINT NAME: \_\_\_\_\_ Witness: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ Witness: \_\_\_\_\_

\_\_\_\_\_, MANAGER

## GENERAL NOTES

- 1) Date of Boundary Survey 07/01/2020, Job #306911.02.
- 2) Survey bearings are based on Florida State Plane Coordinates NAD 83/90. Published NGS control points (Leo 64 & TLC-1037).
- 3) All measurements shown herein are in U.S. survey feet.
- 4) There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of Leon County, Florida.
- 5) Title opinion letter from Bryant, Miller & Olive, P.A., Dated July 27, 2020 and signed by: Charles L. Cooper, Jr.
- 6) All permanent control points and permanent control monuments are marked as shown unless otherwise noted on plat.
- 7) Lots shall not be divided or subdivided without complying with the platting process pursuant to Chapter 177, Florida Statutes.
- 8) The construction of permanent structures, excluding driveways, is prohibited within drainage and utility easements.
- 9) Fixed improvements on this property have not been located.
- 10) Section 177.091 (28) all platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electric Safety Code as adopted by the Federal Public Service Commission.

## PLAT REVIEW AND APPROVAL

Plat reviewed for compliance with Chapter 177, Florida Statutes.

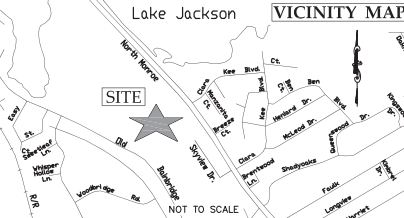
County Surveyor \_\_\_\_\_



3201 Shamrock Street South, Suite #102  
Tallahassee, Florida 32309  
Office: (850) 668-7641 Fax: (850) 668-7648  
www.merimcorp.com

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

JOINDERS IN DEDICATION		
JOINDER	DATE	OR BOOK / PAGE



## ACKNOWLEDGMENT:

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

by \_\_\_\_\_ who is personally known to me or has produced a driver's license as identification acknowledges that he/she executed the foregoing dedication as SUMMERFIELD LAND, LLC

Notary Public, State of Florida

## SITE PLAN REVIEW APPROVAL

This plat conforms to the Site and Development Plan approval provisions made by the Department of Development Support and Environmental Management.

This \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
County Administrator or Designee

## COUNTY COMMISSION

Approved and joined in by the Board of County Commission of Leon County, Florida  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Chairperson \_\_\_\_\_ County Engineer \_\_\_\_\_

County Attorney \_\_\_\_\_

## CLERK OF THE CIRCUIT COURT

Accepted for the files and recorded, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

In Plat Book \_\_\_\_\_, Page \_\_\_\_\_

Clerk of the Circuit Court  
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.

## SHEET INDEX

TABLE OF CONTENTS	SHEET#
COVER	1
PHASE II BOUNDARY	2
PHASE II	3-5

SHEET 1 OF 5

## SURVEYOR'S CERTIFICATE

I hereby certify that this plat 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 Chapter SJ-17,051 of the Florida Administrative Code.

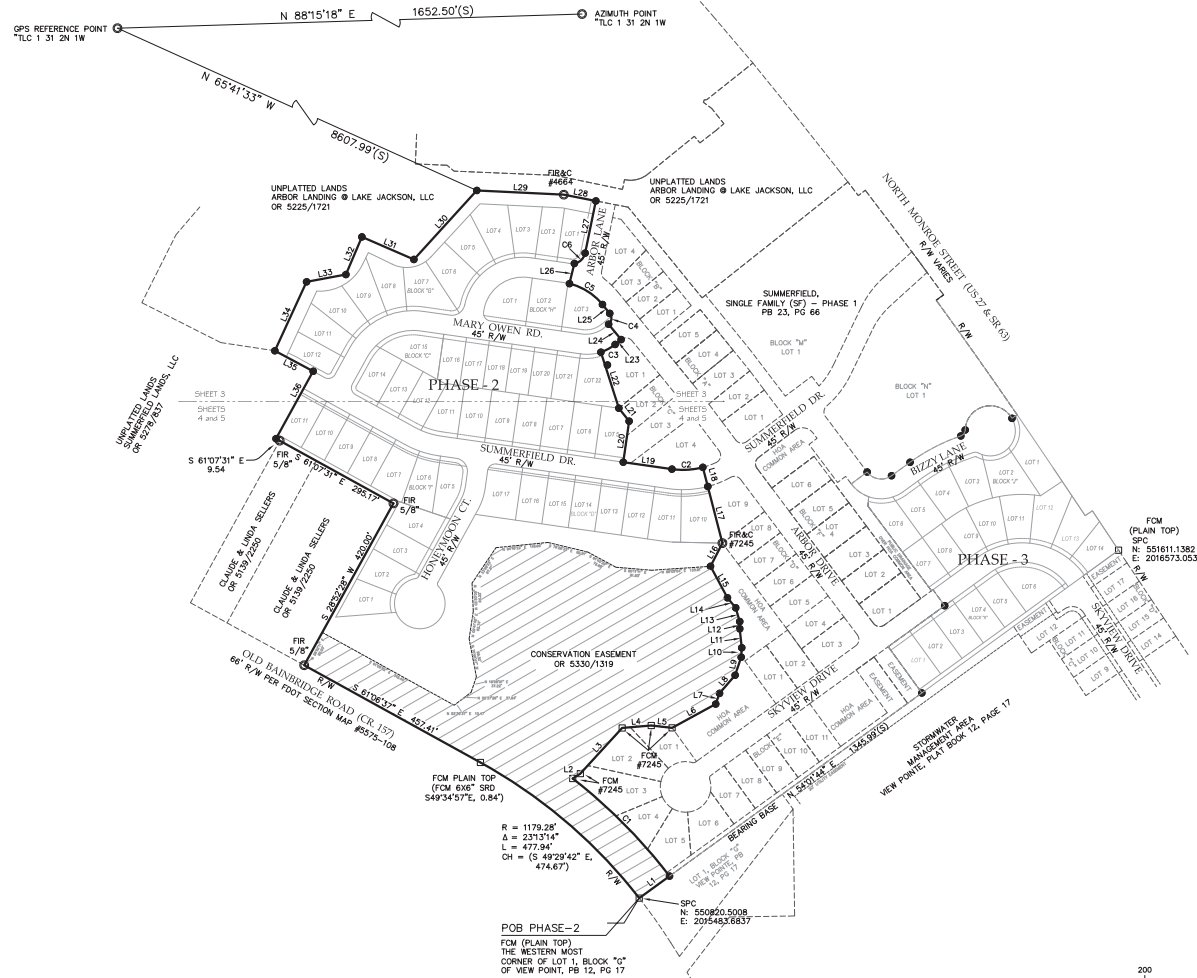
Kevin C. O'Neal  
Florida Professional Surveyor and Mapper Certificate No. 6413 Date \_\_\_\_\_  
Licensed Business No. 7834

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

# SUMMERFIELD, SINGLE FAMILY (SF) - PHASE II

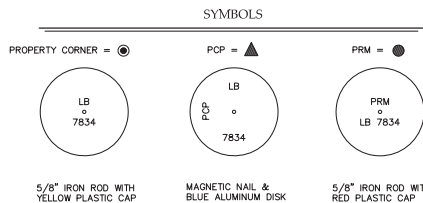
A SUBDIVISION LYING IN SECTION 5, TOWNSHIP 01 NORTH, RANGE 01 WEST, LEON COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_



LINE TABLE		
LINE	BEARING	LENGTH
L1	N54°01'44\"E	85.09'
L2	N57°16'34\"E	20.58'
L3	N45°28'27\"E	140.66'
L4	N85°12'55\"E	66.35'
L5	S89°34'09\"E	47.67'
L6	N61°19'03\"E	118.93'
L7	N19°43'05\"E	25.75'
L8	N40°36'55\"E	54.46'
L9	N18°45'08\"E	43.07'
L10	N03°14'18\"E	21.55'
L11	N06°05'59\"W	43.37'
L12	N00°06'13\"E	16.42'
L13	N16°22'21\"W	32.62'
L14	N39°29'33\"W	29.38'
L15	N58°16'36\"W	81.29'
L16	N27°08'52\"E	59.26'
L17	N14°26'58\"W	136.91'
L18	N14°42'49\"W	45.00'
L19	N81°52'08\"W	111.76'
L20	N08°07'52\"E	94.01'
L21	N58°14'25\"W	37.67'
L22	N17°47'41\"W	133.60'
L23	N50°49'04\"E	17.51'
L24	N39°08'19\"W	45.00'
L25	N39°10'28\"W	26.06'
L26	N13°42'57\"E	47.12'
L27	N11°36'07\"E	121.07'
L28	N78°57'56\"W	74.13'
L29	N87°13'34\"W	198.05'
L30	S48°21'15\"W	212.20'
L31	N66°38'23\"W	128.74'
L32	S29°01'38\"W	92.90'
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L34	S24°41'57\"W	172.41'
L35	S61°48'54\"E	98.78'
L36	S28°52'44\"W	174.83'

CURVE TABLE					
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C4	89°54'35\"	17.50'	27.46'	N05°46'50\"E	24.73'
C5	30°56'02\"	140.06'	90.29'	N57°42'03\"W	88.73'
C6	68°27'11\"	30.18'	36.05'	N45°58'34\"E	33.95'



**Meridian**  
SURVEYING and MAPPING INC.  
3201 Shamrock Street South, Suite #102  
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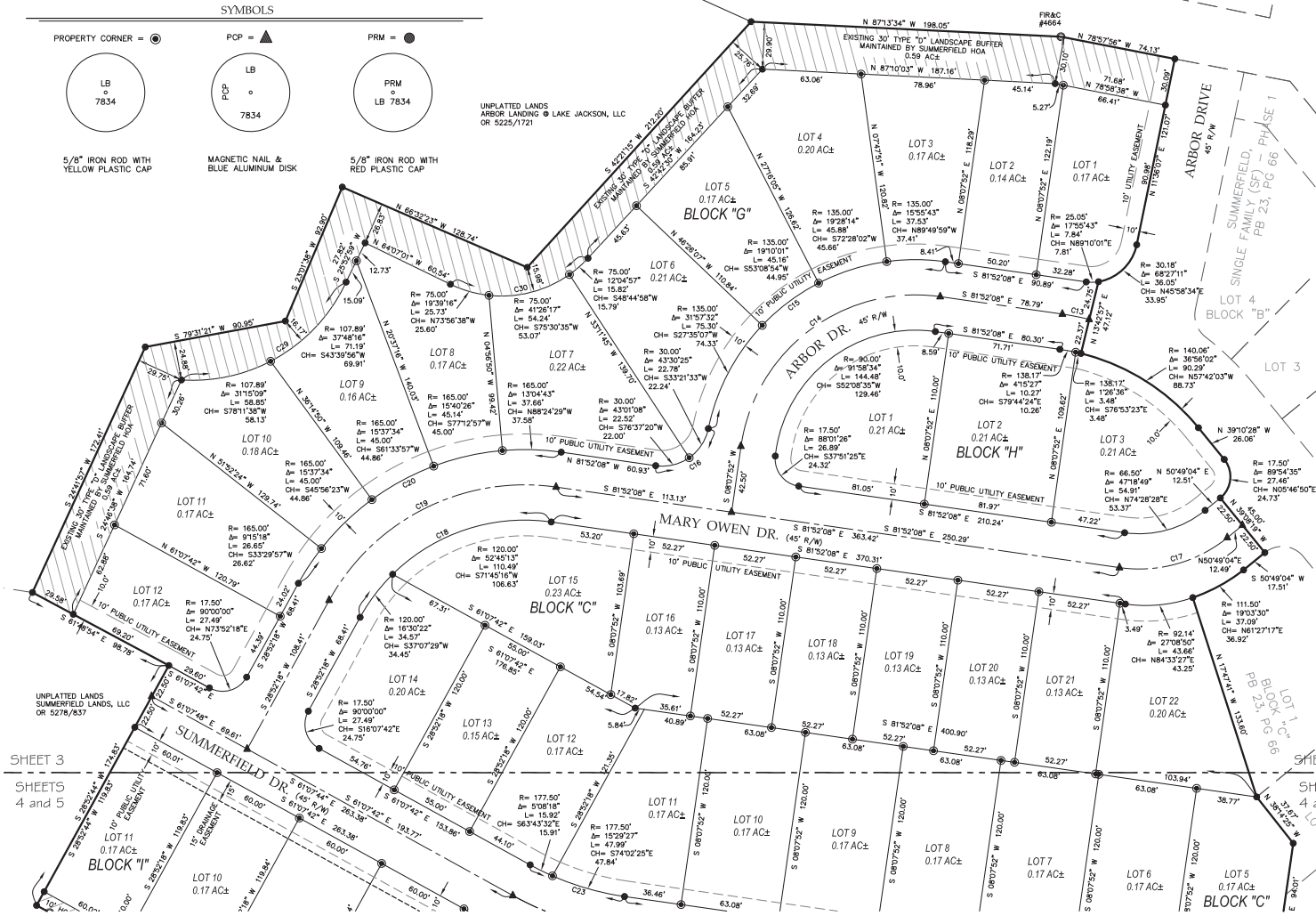
- LEGEND/SYMBOL**
- POB - POINT OF BEGINNING
  - OR #/P - OFFICIAL RECORDS BOOK & PAGE
  - PG/PG - PLAT BOOK & PAGE
  - R/W - RIGHT OF WAY
| FIR&C | - FOUND IRON ROD & CAP |
| SIR&C | - SET 5/8" IRON ROD & CAP |
| FCM | - FOUND CONCRETE MONUMENT 4X4" |
| PRM | - PERMANENT REFERENCE MONUMENT |
| PCP | - PERMANENT CONTROL POINT |
| R | - RADIUS |
| Δ | - DELTA |
| L | - LENGTH |
| CH | - CHORD DISTANCE |
| SPC | - STATE PLANE COORDINATES |
| LB | - LICENSED BUSINESS |



# SUMMERFIELD, SINGLE FAMILY (SF) - PHASE II

A SUBDIVISION LYING IN SECTION 5, TOWNSHIP 01 NORTH, RANGE 01 WEST, LEON COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_



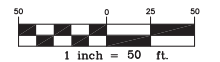
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L5	S38° 34' 09" E	47.67'
L6	N61° 19' 03" E	112.97'
L7	N19° 43' 05" E	25.75'
L8	N40° 36' 55" E	54.42'
L9	N18° 45' 08" E	43.07'
L10	N03° 14' 18" E	21.35'
L11	N06° 05' 59" W	43.37'
L12	N00° 06' 13" E	16.42'
L13	N16° 22' 21" W	32.62'
L14	N39° 29' 33" W	29.38'
L15	N28° 16' 36" W	81.25'
L16	N27° 08' 52" E	59.26'
L17	N14° 26' 58" W	132.91'
L18	N14° 42' 49" W	45.00'
L19	N61° 52' 08" W	111.76'
L20	N08° 07' 52" E	94.01'
L21	N38° 14' 25" W	37.67'
L22	N17° 47' 41" W	133.60'
L23	N50° 49' 04" E	17.51'
L24	N39° 08' 19" W	45.00'
L25	N39° 10' 28" W	26.06'
L26	N13° 42' 57" E	47.12'
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C3	19° 03' 30"	111.50'	37.09'	N61° 27' 17" E	36.92'
C4	89° 54' 35"	17.50'	27.46'	N05° 46' 50" E	24.73'
C5	36° 56' 02"	140.06'	90.29'	N57° 42' 03" W	88.73'
C6	68° 27' 11"	30.18'	36.05'	N45° 58' 34" E	33.95'
C7	0° 44' 15"	11339.20'	145.96'	N34° 04' 02" W	145.96'
C8	148° 02' 39"	57.01'	147.30'	S76° 03' 58" W	109.61'
C9	67° 09' 24"	15.21'	17.83'	N36° 10' 10" E	16.83'
C10	17° 09' 26"	435.71'	130.47'	S62° 35' 46" W	129.99'
C11	89° 04' 59"	39.99'	62.18'	S91° 16' 39" E	56.10'
C12	33° 23' 49"	85.08'	49.39'	S53° 35' 55" E	48.89'
C13	6° 01' 20"	166.00'	17.45'	N78° 51' 28" W	17.44'
C14	90° 00' 00"	112.50'	176.71'	S53° 07' 52" W	159.10'
C15	86° 31' 31"	135.00'	203.87'	S54° 52' 07" W	185.04'

CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C16	86° 31' 33"	30.00'	45.30'	S54° 52' 06" W	41.12'
C17	47° 18' 49"	89.00'	73.49'	N74° 28' 28" E	71.42'
C18	69° 13' 35"	120.00'	145.06'	S63° 30' 05" W	136.39'
C19	69° 15' 35"	142.50'	172.26'	S63° 30' 05" W	161.96'
C20	69° 15' 35"	165.00'	199.45'	S63° 30' 05" W	187.53'
C21	20° 44' 25"	222.50'	80.54'	S71° 29' 55" E	80.10'
C22	20° 44' 25"	200.00'	72.40'	S71° 29' 55" E	72.00'
C23	20° 37' 45"	177.50'	63.91'	N71° 28' 16" E	63.96'
C24	22° 50' 05"	222.50'	88.68'	N86° 42' 48" E	88.09'
C25	22° 50' 05"	200.00'	79.71'	N86° 42' 50" E	79.18'
C26	22° 50' 05"	120.00'	43.48'	S18° 30' 40" W	43.24'
C27	23° 38' 08"	30.00'	20.58'	S17° 05' 53" W	20.44'
C28	101° 50' 13"	57.50'	102.20'	S30° 18' 43" W	89.27'
C29	69° 03' 24"	107.89'	130.04'	S59° 17' 30" W	122.31'
C30	73° 10' 30"	75.00'	95.79'	S79° 17' 44" W	89.41'

## LEGEND/SYMBOL

PDB	- POINT OF BEGINNING
DR #/B	- OFFICIAL RECORDS BOOK & PAGE
PB/B/P	- PLAT BOOK & PAGE
R/W	- RIGHT OF WAY
FIR&C	- FOUND IRON ROD & CAP
SIR&C	- SET 5/8" IRON ROD & CAP
FCM	- FOUND CONCRETE MONUMENT 4X4"
PRM	- PERMANENT REFERENCE MONUMENT
PCP	- PERMANENT CONTROL POINT
R	- RADIUS
Δ	- DELTA
L	- LENGTH
CH	- CHORD DISTANCE
SPC	- STATE PLANE COORDINATES
LB	- LICENSED BUSINESS
HDA	- HOME OWNER ASSOCIATION
T. E. C.	- TALQUIN ELECTRIC COOPERATIVE



SUMMERFIELD PHASE II SHEET 3 OF 5

**Meridian**  
SURVEYING and MAPPING INC.

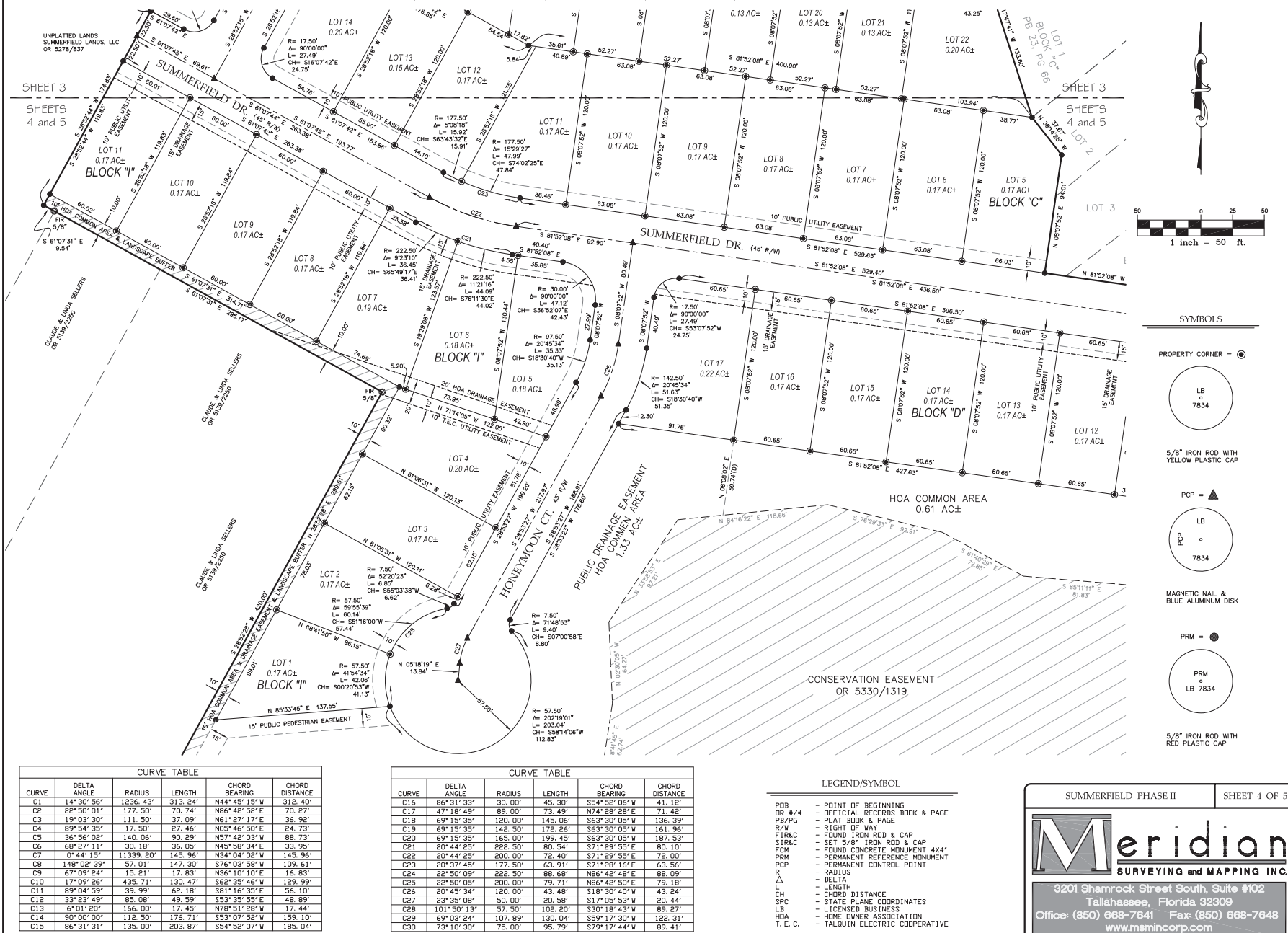
3201 Shamrock Street South, Suite #102  
Tallahassee, Florida 32309  
Office: (850) 668-7641 Fax: (850) 668-7648  
www.msmcorp.com



## SUMMERFIELD, SINGLE FAMILY (SF) - PHASE II

A SUBDIVISION LYING IN SECTION 5, TOWNSHIP 01 NORTH, RANGE 01 WEST, LEON COUNTY, FLORIDA

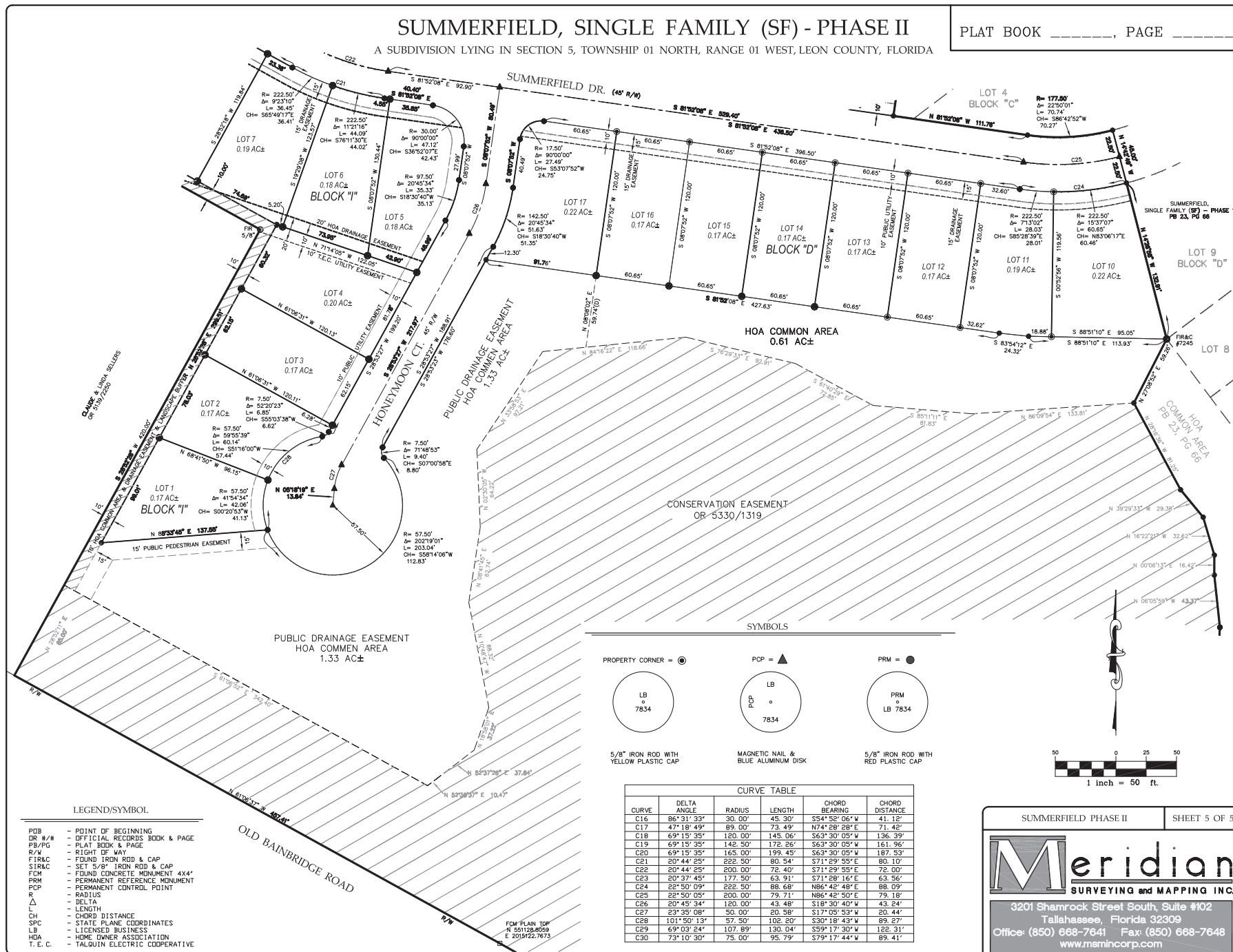
PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_



## SUMMERFIELD, SINGLE FAMILY (SF) - PHASE II

A SUBDIVISION LYING IN SECTION 5, TOWNSHIP 01 NORTH, RANGE 01 WEST, LEON COUNTY, FLORIDA

PLAT BOOK . PAGE



## PERFORMANCE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between **SUMMERFIELD LAND, LLC.**, a Florida corporation, whose mailing address is **4910 N. Monroe Street, Tallahassee, Leon, FL 32303** hereinafter collectively called the “DEVELOPER,” and **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida, hereinafter called the “COUNTY.

WHEREAS, the Developer will present to the Board of County Commissioners of Leon County, Florida, a certain map or plat of a subdivision named and designated **Summerfield Phase II Subdivision** which map or plat is hereby referred to and made a part hereof by reference, and,

WHEREAS, as a condition to the acceptance and recording of said map or plat, the County has required that the Developer enter into an agreement to construct and install the final overlay of asphalt, any work/repair to the initial base asphalt, temporary pavement markings and final thermoplastic pavement markings on the subdivision streets, any work/repair of concrete sidewalks, curbing, driveways, etc., installation of all ADA mats at each curb ramps, any work/repair to the stormwater system, all monumentation, installation of landscaping, and all other improvements in said subdivision in accordance with plans and specifications approved by the County within a period of one (1) year from date hereof and to post surety in the amount of \$156,573.00 conditioned for the faithful performance of said agreement.

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Developer hereby agrees to construct and install the final overlay of asphalt, any work/repair to the initial base asphalt, temporary pavement markings and final thermoplastic pavement markings on the subdivision streets, any work/repair of concrete sidewalks, curbing, driveways, etc., installation of all ADA mats at each curb ramps, any work/repair to the stormwater conveyance system, all monumentation, installation of landscaping, and all other improvements in **Summerfield Phase II Subdivision** in accordance with plans and specifications approved by the County, within a period of one (1) year from date hereof.

PERFORMANCE OF THIS AGREEMENT by the Developer shall be secured by an Irrevocable Letter of Credit in the amount of \$156,573.00 with surety thereon approved by the County.

IN WITNESS WHEREOF, SUMMERFIELD LAND, LLC., and LEON COUNTY have caused these presents to be executed in their names on the date first above written, its corporate seal affixed by its appropriate officers and Leon County Commissioners and its seal affixed by the Clerk of said Board, the day and year first above written.

(Witnesses)  
[Signature] (signature)  
Christian Griffith (typed or printed name)  
Alexandra Pearce (signature)  
Alexandra Pearce (typed or printed name)

DEVELOPER:  
**SUMMERFIELD LAND, LLC.**  
By: [Signature] (seal)  
As its: Manager  
Date: 8-21-20

STATE OF FL  
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of August, 2020, by William G. Thomas Jr., as Manager (title of officer or agent), of Summerfield Land LLC (name of limited liability company), who (☒) is personally known to me; (☐) produced a current driver's license as identification; or (☐) produced \_\_\_\_\_ as identification.



Notary Public

Printed Name: Julie Rich  
Commission No.: GG 310854  
Expiration: 7/12/2023

LEON COUNTY, FLORIDA

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

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

APPROVED AS TO LEGAL SUFFICIENCY:  
Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

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

**Hancock Whitney Bank**

Attachment # 2  
Page 3 of 5



Letter of Credit and Trade Services  
701 Poydras, Suite 1400  
New Orleans, LA 70139  
Tel: (504) 586-7301  
Fax:  
SWIFT: WHITUS44

**Irrevocable  
Standby Letter of Credit No.: SB76868F**

ISSUE DATE: AUGUST 21, 2020

**BENEFICIARY:**  
BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY  
LEON COUNTY COURTHOUSE  
TALLAHASSEE, FL 32301

**APPLICANT:**  
ARBOR PROPERTIES, INC. AND  
SUMMERFIELD LAND, LLC  
4910 NORTH MONROE  
TALLAHASSEE, FL 32303  
C/O GORDON THAMES

CURRENCY/AMOUNT: USD \$156,573.00

EXPIRY DATE: AUGUST 20, 2021  
EXPIRY PLACE: NEW ORLEANS, LA

RE: PERFORMANCE AGREEMENT DATED AUGUST 20, 2020

DEAR SIRs:

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR FOR THE ACCOUNT OF ARBOR PROPERTIES, INC. AND SUMMERFIELD LAND, LLC, AND AUTHORIZE YOU TO DRAW ON US UP TO AN AGGREGATE AMOUNT OF ONE HUNDRED FIFTY SIX THOUSAND FIVE HUNDRED SEVENTY THREE U.S. DOLLARS AND NO/CENTS (USD \$156,573.00) AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY YOUR WRITTEN CERTIFICATION OF STATEMENT OF NON-PERFORMANCE OF THE PERFORMANCE AGREEMENT BETWEEN ARBOR PROPERTIES, INC. AND SUMMERFIELD LAND, LLC, AND BOARD OF COMMISSIONERS, LEON COUNTY REGARDING CONSTRUCTING AND INSTALLING THE FINAL OVERLAY OF ASPHALT, ANY WORK/REPAIR TO THE INITIAL BASE ASPHALT, TEMPORARY PAVEMENT MARKINGS AND FINAL THERMOPLASTIC PAVEMENT MARKINGS ON THE SUBDIVISION STREETS, ANY WORK/REPAIR OF CONCRETE SIDEWALKS, CURBING, DRIVEWAYS, ETC., INSTALLATION OF ALL ADA MATS AT EACH CURB RAMP, ANY WORK/REPAIR TO THE STORM WATER CONVEYANCE SYSTEM, ALL MONUMENTATION, INSTALLATION OF LANDSCAPING, CONSTRUCTION OF THE OFF-SITE PEDESTRIAN PATH, AND ALL OTHER IMPROVEMENTS IN SAID SUBDIVISION IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE COUNTY FOR PHASE I OF THE SUMMERFIELD SUBDIVISION. DOCUMENTS PRESENTED TO HANCOCK WHITNEY BANK IN CONJUNCTION WITH THIS LETTER OF CREDIT WILL BE CONSIDERED AS BINDING AND CORRECT WITHOUT INVESTIGATION OR

SB76868F

Page 1 of 2

Page 355 of 1094

Posted September 7, 2020



RESPONSIBILITY FOR THE ACCURACY, VERACITY, CONCLUSORY CORRECTNESS OR VALIDITY FOR THE SAME OF ANY PART THEREOF.

THE LETTER OF CREDIT SHALL REMAIN IN EFFECT UNTIL AUGUST 20, 2021.

DRAFTS MUST STATE ON ITS FACE 'DRAWN UNDER LETTER OF CREDIT NO. SB76868F DATED AUGUST 21, 2020.'

WE HEREBY AGREE THAT ANY DRAFT DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED BY US AS SPECIFIED UPON PRESENTATION AT THE OFFICE OF HANCOCK WHITNEY BANK, 701 POYDRAS, SUITE 1400, NEW ORLEANS, LA 70139, ATTN: LETTER OF CREDIT DEPARTMENT.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS CREDIT IS SUBJECT TO THE UNIFORM COMMERCIAL CODE IN FORCE IN FLORIDA ON THE DATE OF THIS LETTER OF CREDIT.

  
AUTHORIZED SIGNATURE  
HANCOCK WHITNEY BANK

ORIGINAL



**Hancock Whitney Bank**

Letter of Credit and Trade Services  
 701 Poydras, Suite 1400  
 New Orleans, LA 70139  
 Tel: (504) 586-7301  
 Fax:  
 SWIFT: WHITUS44

**Irrevocable  
 Standby Letter of Credit  
 No. SB76868F**

**Amendment no. 1**  
**Dated August 25, 2020**

**Beneficiary:**  
 BOARD OF COUNTY COMMISSIONERS  
 LEON COUNTY  
 LEON COUNTY COURTHOUSE  
 TALLAHASSEE, FL 32301 United States

**Applicant:**  
 ARBOR PROPERTIES INC. AND  
 SUMMERFIELD LAND LLC  
 4910 N MONROE STREET  
 TALLAHASSEE, FL 32303 United States

**We amend our Standby Letter of Credit subject to the following terms and conditions. This amendment forms an integral part of the original instrument. All other terms and conditions remain unchanged.**

**Amended Terms:**

**PARAGRAPH ONE HAS BEEN AMENDED AS FOLLOWS:**

**THE ONE REFERENCE TO 'PHASE I' SHALL NOW READ 'PHASE II.'**

**THE AMOUNT OF THIS LETTER OF CREDIT IS \$156,573.00.**

Unless otherwise instructed herein, all correspondence and inquiries regarding this transaction should be directed to our Customer Service Center at the above address, telephone: 1-504-586-7301. Please indicate our reference number in all your correspondence or telephone inquiries.

Regards,

Authorized Signature(s)

SUMMERFIELD, SINGLE FAMILY (SF) - PHASE III  
A SUBDIVISION LYING IN SECTION 5, TOWNSHIP 01 NORTH, RANGE 01 WEST, LEON COUNTY, FLORIDA

DEDICATION: STATE OF FLORIDA, COUNTY OF LEON

KNOW ALL PERSONS BY THESE PRESENTS THAT "SUMMERFIELD, SINGLE FAMILY (SF) – PHASE 2 & 3", OWNER FEE IN SIMPLE OF THE LAND SHOWN HEREON PLATTED AS SUMMERFIELD, SINGLE FAMILY (SF) – PHASE 3, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PHASE-3

Begin at a 4"x4" concrete monument (Plain Top) lying on the western right of way of North Monroe Street (US 27 & SR 63) and marking the northern most corner of Block "D" of View Pointe subdivision recorded in Plat Book 12, Page 17 of the Public Records of Leon County, Florida.

From said POINT OF BEGINNING run the following (4) courses along said right of way:

North 33 degrees 32 minutes 41 seconds West, 107.50 feet to a found 4"x4" concrete monument (Plain Top); thence South 56 degrees 19 minutes 57 seconds West, 19.70 feet to a found 4"x4" concrete monument (Plain Top); thence North 33 degrees 55 minutes 43 seconds West, 130.43 feet to a found iron rod & cap (#7538) marking a point of curve concave to the southwest; thence along said curve with a central angle of 00 degrees 44 minutes 15 seconds with a radius of 11339.20 feet for an arc distance of 145.96 feet (chord bearing North 34 degrees 04 minutes 02 seconds West, 145.96 feet) to a point lying in a 12" diameter Oak tree with 3.00' reference corners set leading to and away along described lines. Said point marking the southeast corner of Lot 1, Block "N" of Summerfield Phase-1 subdivision recorded in Plat Book 23, Page 66 of the Public Records of Leon County, Florida.

Thence leaving said right of way run the following (14) courses along the platted lines of said subdivision:

South 55 degrees 32 minutes 54 seconds West, 14.36 feet to a set 5/8" iron rod & cap (#7834) marking a non-tangent curve concave to the southeast; thence along said curve with a central angle of 148 degrees 02 minutes 39 seconds with a radius of 57.01 feet for an arc distance of 147.30 feet (chord bearing South 76 degrees 03 minutes 58 seconds West, 109.61 feet) to a set 5/8" iron rod & cap (#7834) marking a point of reverse curve concave to the northwest; thence along said curve with a central angle of 67 degrees 09 minutes 24 seconds with a radius of 15.21 feet for an arc distance of 17.83 feet (chord bearing South 36 degrees 10 minutes 10 seconds West, 16.83 feet) to a set 5/8" iron rod & cap (#7834) marking a point of reverse curve concave to the southeast; thence along said curve with a central angle of 17 degrees 09 minutes 26 seconds with a radius of 435.71 feet for an arc distance of 130.47 feet (chord bearing South 62 degrees 35 minutes 46 seconds West, 129.99 feet) to a set 5/8" iron rod & cap (#7834); thence South 53 degrees 59 minutes 36 seconds West, 51.98 feet to a set 5/8" iron rod & cap (#7834) marking a point of curve concave to the north; thence along said curve with a central angle of 89 degrees 04 minutes 59 seconds with a radius of 39.99 feet for an arc distance of 62.18 feet (chord bearing North 81 degrees 16 minutes 35 seconds East, 56.10 feet) to a set 5/8" iron rod & cap (#7834); thence South 53 degrees 03 minutes 04 seconds West, 45.00 feet to a found 4"x4" concrete monument (#7245) marking a non-tangent curve concave to the northeast; thence along said curve with a central angle of 33 degrees 23 minutes 49 seconds with a radius of 85.08 feet for an arc distance of 49.59 feet (chord bearing South 53 degrees 35 minutes 55 seconds East, 48.89 feet) to a found 4"x4" concrete monument (#7245); thence South 03 degrees 42 minutes 43 seconds West, 21.75 feet to a found 4"x4" concrete monument (#7245); thence South 36 degrees 53 minutes 41 seconds East, 240.39 feet to a found 4"x4" concrete monument (#7245); thence North 53 degrees 13 minutes 17 seconds East, 4.19 feet to a found 4"x4" concrete monument (#7245); thence South 35 degrees 57 minutes 37 seconds East, 45.00 feet to a set 5/8" iron rod & cap (#7834); thence South 54 degrees 00 minutes 21 seconds West, 158.43 feet to a found 4"x4" concrete monument (#7245); thence South 36 degrees 00 minutes 28 seconds East, 130.09 feet to a set 5/8" iron rod & cap (#7834) and a point of intersection with the northwestern boundary of View Pointe subdivision recorded in Plat Book 12, Page 17 of the Public Records of Leon County, Florida. Thence North 54 degrees 01 minutes 44 seconds East, 552.37 feet along said northwestern boundary to the POINT OF BEGINNING. Containing 4.42 acres more or less.

HAVING CAUSED SAID LANDS TO BE DIVIDED AND SUBDIVIDED AS SHOWN HEREON AND DOES HEREBY DEDICATE THE FOLLOWING:

1. TO THE PUBLIC ALL ROADS AND RIGHTS OF WAYS (BIZZY LANE, SKYVIEW DRIVE), PUBLIC UTILITY EASEMENTS, PUBLIC PEDESTRIAN EASEMENTS, AND PUBLIC DRAINAGE EASEMENTS, AS DEPICTED HEREON.

2. TO TALQUIN ELECTRIC COOPERATIVE ALL TALQUIN ELECTRIC UTILITY EASEMENTS, AS DEPICTED HEREON.

3. TO THE SUMMERFIELD PROPERTY OWNERS ASSOCIATION ALL LANDSCAPE BUFFERS, TYPE "D" LANDSCAPE BUFFERS, COMMON AREAS, AND PERPETUAL LANDSCAPE EASEMENTS AS DEPICTED HEREON

RESERVING, HOWEVER, THE REVERSION OR 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

SUMMERFIELD LAND, LLC

PRINT NAME: \_\_\_\_\_ Witness: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ Witness: \_\_\_\_\_

\_\_\_\_\_, MANAGER

GENERAL NOTES

- 1) Date of Boundary Survey 07/01/2020, Job #306911.02.
- 2) Survey bearings are based on Florida State Plane Coordinates NAD 83/90. Published NGS control points (Leo 64 & TLC-1037).
- 3) All measurements shown hereon are in U.S. survey feet.
- 4) There may be additional restrictions that are not recorded on this plot that may be found in the Public Records of Leon County, Florida.
- 5) Title opinion letter from Bryant, Miller & Olive, P.A., Dated July 27, 2020 and signed by: Charles L. Cooper, Jr.
- 6) All permanent control points and permanent control monuments are marked as shown unless otherwise noted on plot.
- 7) Lots shall not be divided or subdivided without complying with the plotting process pursuant to Chapter 177, Florida Statutes.
- 8) The construction of permanent structures, excluding driveways, is prohibited within drainage and utility easements.
- 9) Fixed improvements on this property have not been located.
- 10) Section 177.091 (28) all platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. This section shall not to those private easements granted to or obtained by a particular electric, telephone, gas, or other public utility. Such construction, installation, maintenance, and operation shall comply with the National Electric Safety Code as adopted by the Federal Public Service Commission.

PLAT REVIEW AND APPROVAL  
Plat reviewed for compliance with Chapter 177, Florida Statutes.

County Surveyor



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.

SHEET INDEX

TABLE OF CONTENTS	SHEET#
COVER	1
PHASE III BOUNDARY	2
PHASE III	3

SHEET 1 OF 3

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

JOINDERS IN DEDICATION		
JOINDER	DATE	OR BOOK / PAGE



ACKNOWLEDGMENT:

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

by \_\_\_\_\_, who is personally known to me or has produced a driver's license as identification acknowledges that he/she executed the foregoing dedication as SUMMERFIELD LAND, LLC

Notary Public, State of Florida

SITE PLAN REVIEW APPROVAL

This plat conforms to the Site and Development Plan approval provisions made by the Department of Development Support and Environmental Management.

This \_\_\_\_\_ day of \_\_\_\_\_, 2020.

By \_\_\_\_\_  
County Administrator or designee

COUNTY COMMISSION

Approved and joined in by the Board of County Commission of Leon County, Florida  
this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Chairperson \_\_\_\_\_ County Engineer \_\_\_\_\_

County Attorney \_\_\_\_\_

CLERK OF THE CIRCUIT COURT

Accepted for the files and recorded, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

In Plat Book \_\_\_\_\_ Page \_\_\_\_\_

Clerk of the Circuit Court  
Leon County, Florida

SURVEYOR'S CERTIFICATE

I hereby certify that this plat 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 Chapter 5J-17.051 of the Florida Administrative Code.

Kevin C. O'Neal  
Florida Professional Surveyor and Mapper Certificate No. 6413  
Licensed Business No. 7834

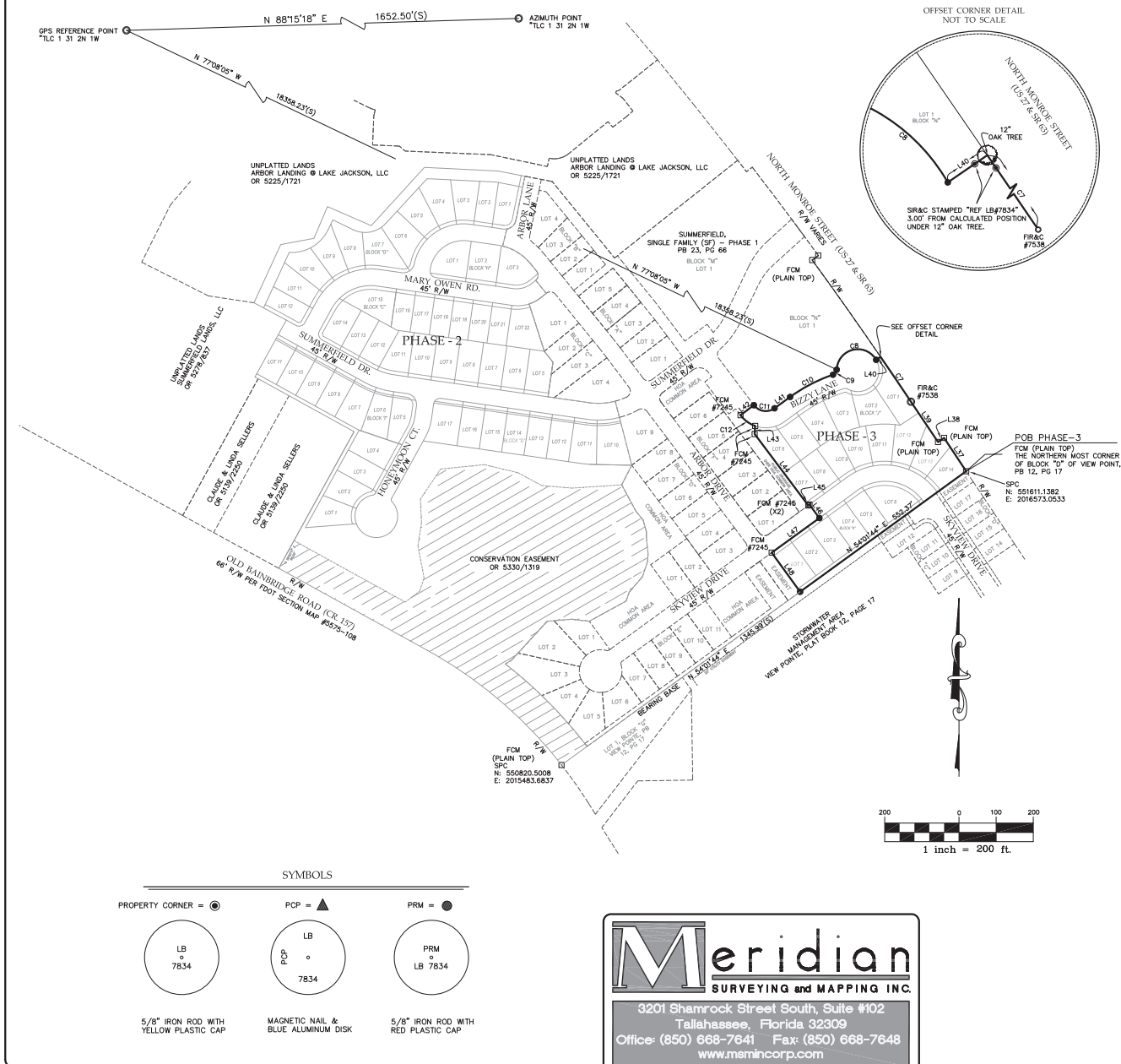
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



# SUMMERFIELD, SINGLE FAMILY (SF) - PHASE III

A SUBDIVISION LYING IN SECTION 5, TOWNSHIP 01 NORTH, RANGE 01 WEST, LEON COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_



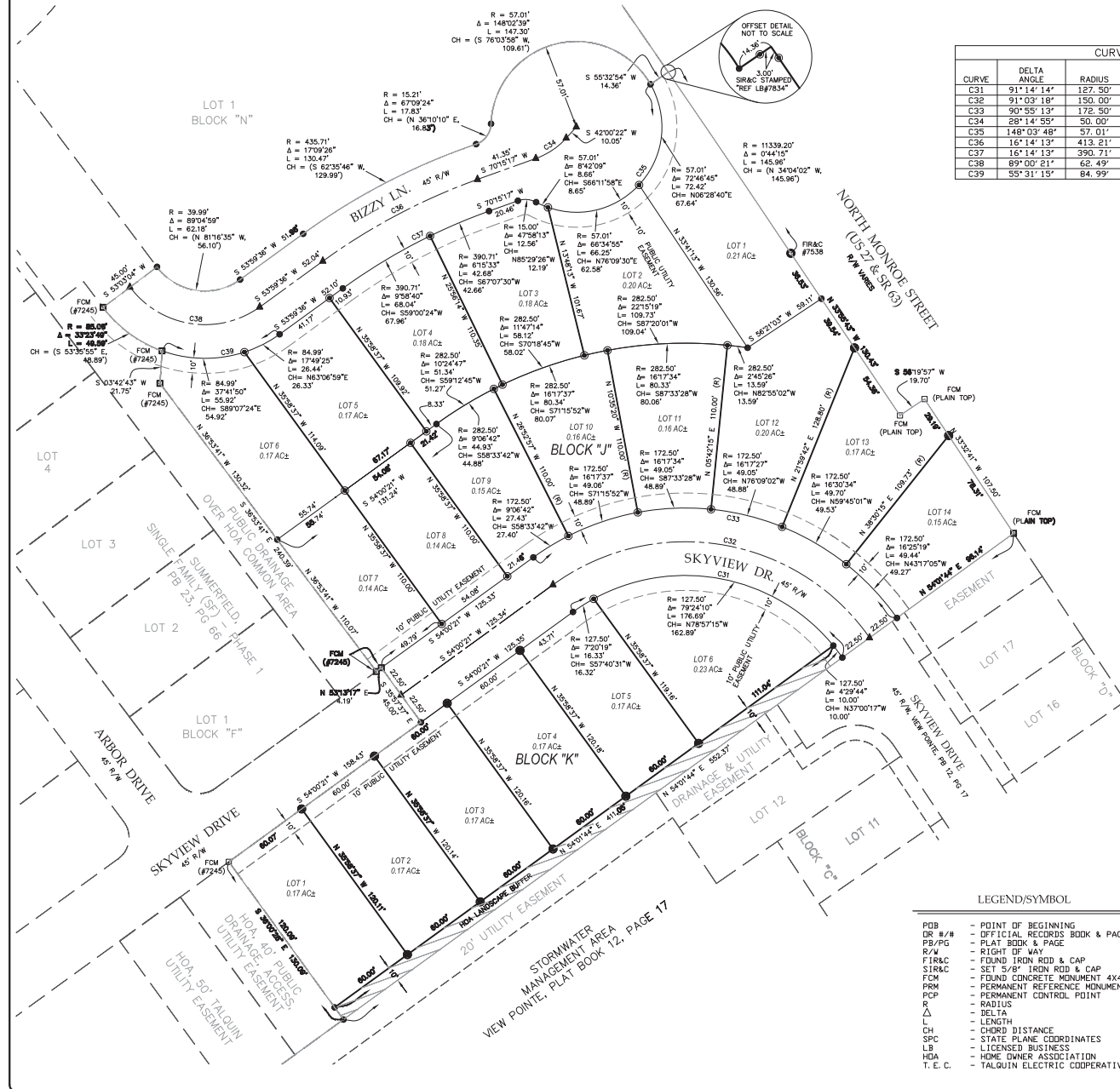
**Meridian**  
SURVEYING and MAPPING INC.

3201 Shamrock Street South, Suite #102  
Tallahassee, Florida 32309  
Office: (850) 668-7641 Fax: (850) 668-7648  
www.meridincorp.com

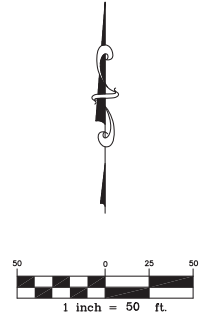
# SUMMERFIELD, SINGLE FAMILY (SF) - PHASE III

A SUBDIVISION LYING IN SECTION 5, TOWNSHIP 01 NORTH, RANGE 01 WEST, LEON COUNTY, FLORIDA

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_



CURVE TABLE					
CURVE	DELTA ANGLE	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C31	91°14'14"	127.50'	203.03'	N80°22'32"W	182.25'
C32	91°03'18"	150.00'	238.38'	N80°28'00"W	214.08'
C33	90°55'13"	172.50'	273.73'	N80°32'08"W	245.90'
C34	28°14'55"	50.00'	24.53'	S56°07'49"W	24.40'
C35	148°03'48"	57.01'	147.32'	N44°07'12"E	109.62'
C36	16°14'13"	413.21'	117.10'	S62°08'10"W	116.71'
C37	16°14'13"	390.71'	110.72'	S62°08'10"W	110.35'
C38	89°00'21"	62.49'	97.07'	N81°18'54"W	87.50'
C39	55°31'15"	84.99'	82.36'	S81°57'54"W	79.17'



## SYMBOLS

- PROPERTY CORNER = ●
- LB 7834
- 5/8" IRON ROD WITH YELLOW PLASTIC CAP
- PCP = ▲
- LB 7834
- MAGNETIC NAIL & BLUE ALUMINUM DISK
- PRM = ●
- PRM LB 7834
- 5/8" IRON ROD WITH RED PLASTIC CAP

## LEGEND/SYMBOL

- PB - POINT OF BEGINNING
- DR #/W - OFFICIAL RECORDS BOOK & PAGE
- PB/PG - PLAT BOOK & PAGE
- R/W - RIGHT OF WAY
- FIR&C - FOUND IRON ROD & CAP
- SIR&C - SET 5/8" IRON ROD & CAP
- FCM - FOUND CONCRETE MONUMENT 4X4"
- PRM - PERMANENT REFERENCE MONUMENT
- PCP - PERMANENT CONTROL POINT
- R - RADIUS
- Δ - DELTA
- L - LENGTH
- CH - CHORD DISTANCE
 SPC - STATE PLANE COORDINATES | LB - LICENSED BUSINESS | HOA - HOME OWNER ASSOCIATION | T. E. C. - TALQUIN ELECTRIC COOPERATIVE |

SUMMERFIELD PHASE III SHEET 3 OF 3

**Meridian**  
SURVEYING and MAPPING INC.

3201 Shamrock Street South, Suite #102  
Tallahassee, Florida 32309  
Office: (850) 668-7641 Fax: (850) 668-7648  
www.meridiansurveying.com

## PERFORMANCE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between **SUMMERFIELD LAND, LLC.**, a Florida corporation, whose mailing address is **4910 N. Monroe Street, Tallahassee, Leon, FL 32303** hereinafter collectively called the “DEVELOPER,” and **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida, hereinafter called the “COUNTY.

WHEREAS, the Developer will present to the Board of County Commissioners of Leon County, Florida, a certain map or plat of a subdivision named and designated **Summerfield Phase III Subdivision** which map or plat is hereby referred to and made a part hereof by reference, and,

WHEREAS, as a condition to the acceptance and recording of said map or plat, the County has required that the Developer enter into an agreement to construct and install the final overlay of asphalt, any work/repair to the initial base asphalt, temporary pavement markings and final thermoplastic pavement markings on the subdivision streets, any work/repair of concrete sidewalks, curbing, driveways, etc., installation of all ADA mats at each curb ramps, any work/repair to the stormwater system, all monumentation, installation of landscaping, and all other improvements in said subdivision in accordance with plans and specifications approved by the County within a period of one (1) year from date hereof and to post surety in the amount of \$65,126.00 conditioned for the faithful performance of said agreement.

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Developer hereby agrees to construct and install the final overlay of asphalt, any work/repair to the initial base asphalt, temporary pavement markings and final thermoplastic pavement markings on the subdivision streets, any work/repair of concrete sidewalks, curbing, driveways, etc., installation of all ADA mats at each curb ramps, any work/repair to the stormwater conveyance system, all monumentation, installation of landscaping, and all other improvements in **Summerfield Phase III Subdivision** in accordance with plans and specifications approved by the County, within a period of one (1) year from date hereof.

PERFORMANCE OF THIS AGREEMENT by the Developer shall be secured by an Irrevocable Letter of Credit in the amount of \$65,126.00 with surety thereon approved by the County.

IN WITNESS WHEREOF, SUMMERFIELD LAND, LLC., and LEON COUNTY have caused these presents to be executed in their names on the date first above written, its corporate seal affixed by its appropriate officers and Leon County Commissioners and its seal affixed by the Clerk of said Board, the day and year first above written.

(Witnesses)  
[Signature] (signature)  
Christian Griffith (typed or printed name)  
Alexandra Pearce (signature)  
Alexandra Pearce (typed or printed name)

DEVELOPER:  
**SUMMERFIELD LAND, LLC.**  
By: [Signature] (seal)  
As its: Manager  
Date: 8-21-20

STATE OF FL  
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of August, 20 20, by William G. Thomas, Jr., as Manager, (title of officer or agent), of Summerfield Land, LLC (name of limited liability company), who (☒) is personally known to me; (☐) produced a current driver's license as identification; or (☐) produced \_\_\_\_\_ as identification.



Notary Public [Signature]  
Printed Name: Julie Rich  
Commission No.: GG 310854  
Expiration: 7/12/2023

LEON COUNTY, FLORIDA

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

APPROVED AS TO LEGAL SUFFICIENCY: Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office  
ATTEST: Gwendolyn Marshall, Clerk of the Court & Comptroller, Leon County, Florida

**Hancock Whitney Bank**

Attachment # 4  
Page 3 of 5



Letter of Credit and Trade Services  
701 Poydras, Suite 1400  
New Orleans, LA 70139  
Tel: (504) 586-7301  
Fax:  
SWIFT: WHITUS44

**Irrevocable  
Standby Letter of Credit No.: SB76869F**

ISSUE DATE: AUGUST 21, 2020

BENEFICIARY:  
BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY  
LEON COUNTY COURTHOUSE  
TALLAHASSEE, FL 32301

APPLICANT:  
ARBOR PROPERTIES, INC. AND  
SUMMERFIELD LAND, LLC  
4910 NORTH MONROE  
TALLAHASSEE, FL 32303  
C/O GORDON THAMES

CURRENCY/AMOUNT: USD \$65,126.00

EXPIRY DATE: AUGUST 20, 2021  
EXPIRY PLACE: NEW ORLEANS, LA

RE: PERFORMANCE AGREEMENT DATED AUGUST 20, 2020

DEAR SIRs:

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR FOR THE ACCOUNT OF ARBOR PROPERTIES, INC. AND SUMMERFIELD LAND, LLC, AND AUTHORIZE YOU TO DRAW ON US UP TO AN AGGREGATE AMOUNT OF SIXTY FIVE THOUSAND ONE HUNDRED TWENTY SIX U.S. DOLLARS AND NO/CENTS (USD \$65,126.00) AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY YOUR WRITTEN CERTIFICATION OF STATEMENT OF NON-PERFORMANCE OF THE PERFORMANCE AGREEMENT BETWEEN ARBOR PROPERTIES, INC. AND SUMMERFIELD LAND, LLC, AND BOARD OF COMMISSIONERS, LEON COUNTY REGARDING CONSTRUCTING AND INSTALLING THE FINAL OVERLAY OF ASPHALT, ANY WORK/REPAIR TO THE INITIAL BASE ASPHALT, TEMPORARY PAVEMENT MARKINGS AND FINAL THERMOPLASTIC PAVEMENT MARKINGS ON THE SUBDIVISION STREETS, ANY WORK/REPAIR OF CONCRETE SIDEWALKS, CURBING, DRIVEWAYS, ETC., INSTALLATION OF ALL ADA MATS AT EACH CURB RAMP, ANY WORK/REPAIR TO THE STORM WATER CONVEYANCE SYSTEM, ALL MONUMENTATION, INSTALLATION OF LANDSCAPING, CONSTRUCTION OF THE OFF-SITE PEDESTRIAN PATH, AND ALL OTHER IMPROVEMENTS IN SAID SUBDIVISION IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE COUNTY FOR PHASE I OF THE SUMMERFIELD SUBDIVISION. DOCUMENTS PRESENTED TO HANCOCK WHITNEY BANK IN CONJUNCTION WITH THIS LETTER OF CREDIT WILL BE CONSIDERED AS BINDING AND CORRECT WITHOUT INVESTIGATION OR

SB76869F

Page 1 of 2

Page 363 of 1094

Posted September 7, 2020



RESPONSIBILITY FOR THE ACCURACY, VERACITY, CONCLUSORY CORRECTNESS OR VALIDITY FOR THE SAME OF ANY PART THEREOF.

THE LETTER OF CREDIT SHALL REMAIN IN EFFECT UNTIL AUGUST 20, 2021.

DRAFTS MUST STATE ON ITS FACE 'DRAWN UNDER LETTER OF CREDIT NO. SB76869F DATED AUGUST 21, 2020.'

WE HEREBY AGREE THAT ANY DRAFT DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED BY US AS SPECIFIED UPON PRESENTATION AT THE OFFICE OF HANCOCK WHITNEY BANK, 701 POYDRAS, SUITE 1400, NEW ORLEANS, LA 70139, ATTN: LETTER OF CREDIT DEPARTMENT.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS CREDIT IS SUBJECT TO THE UNIFORM COMMERCIAL CODE IN FORCE IN FLORIDA ON THE DATE OF THIS LETTER OF CREDIT.

AUTHORIZED SIGNATURE  
HANCOCK WHITNEY BANK

ORIGINAL



**Hancock Whitney Bank**

Letter of Credit and Trade Services  
701 Poydras, Suite 1400  
New Orleans, LA 70139  
Tel: (504) 586-7301  
Fax:  
SWIFT: WHITUS44

**Irrevocable  
Standby Letter of Credit  
No. SB76869F**

**Amendment no. 1**  
Dated August 25, 2020

**Beneficiary:**  
BOARD OF COUNTY COMMISSIONERS  
LEON COUNTY  
LEON COUNTY COURTHOUSE  
TALLAHASSEE, FL 32301 United States

**Applicant:**  
ARBOR PROPERTIES INC. AND  
SUMMERFIELD LAND LLC  
4910 N MONROE STREET  
TALLAHASSEE, FL 32303 United States

We amend our Standby Letter of Credit subject to the following terms and conditions. This amendment forms an integral part of the original instrument. All other terms and conditions remain unchanged.

**Amended Terms:**

PARAGRAPH ONE HAS BEEN AMENDED AS FOLLOWS:

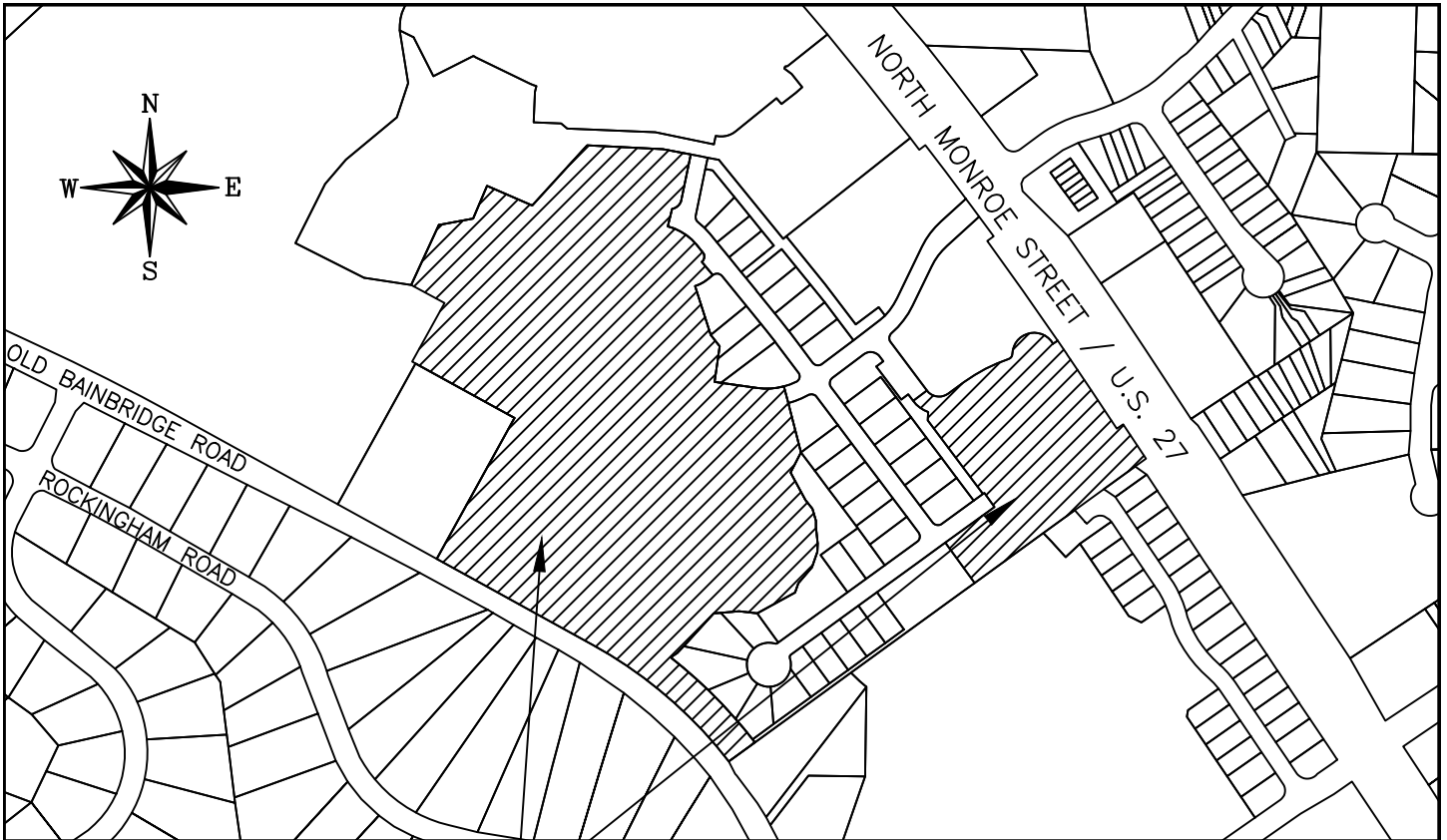
THE ONE REFERENCE TO 'PHASE I' SHALL NOW READ 'PHASE III.'

THE AMOUNT OF THIS LETTER OF CREDIT IS \$65,126.00.

Unless otherwise instructed herein, all correspondence and inquiries regarding this transaction should be directed to our Customer Service Center at the above address, telephone: 1-504-586-7301. Please indicate our reference number in all your correspondence or telephone inquiries.

Regards,

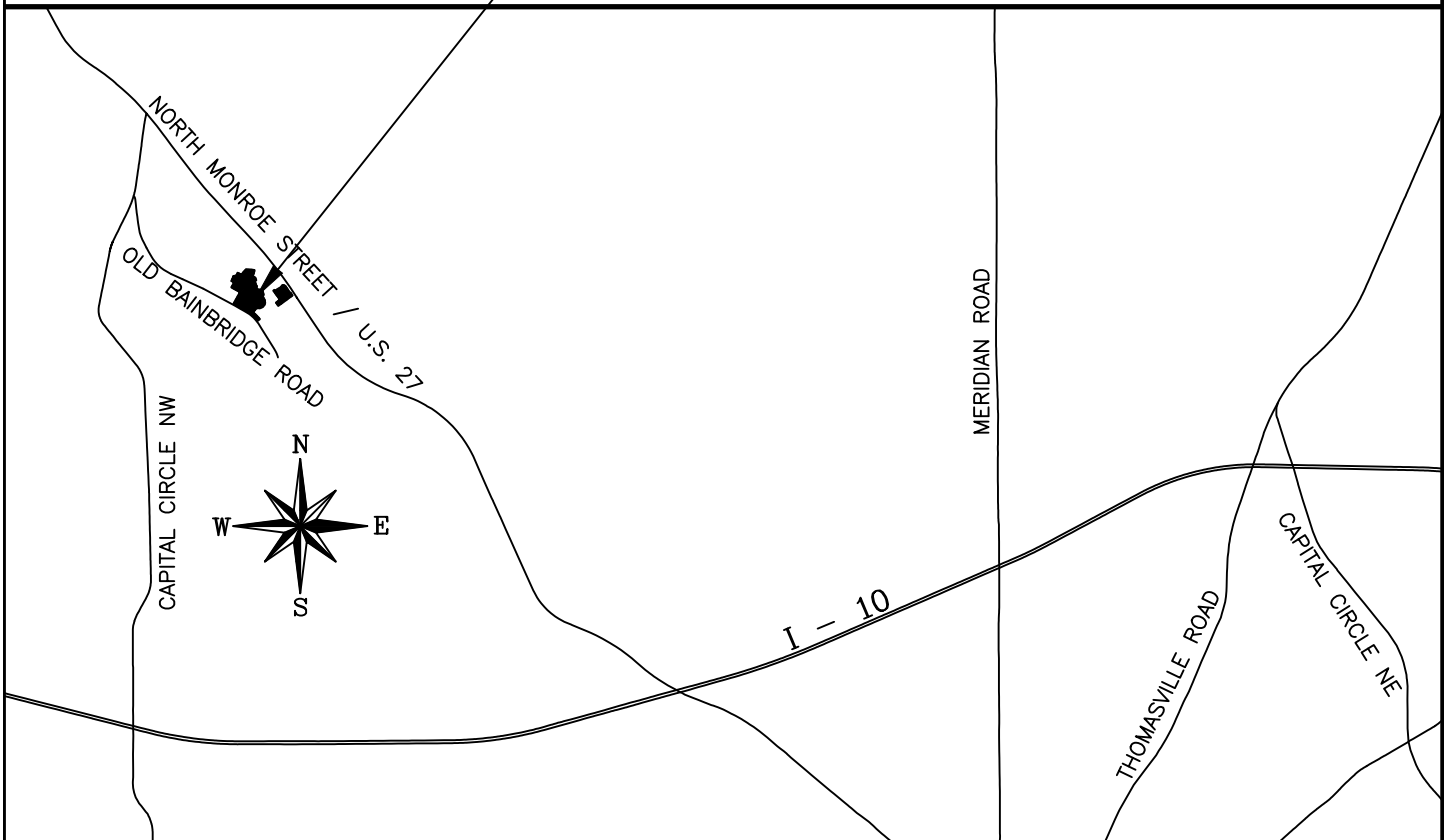
  
\_\_\_\_\_  
Authorized Signature(s)



## SITE MAP

SCALE 1" = 500'

## SUMMFIELD (SF) PHASE II AND III



## LOCATION MAP

SCALE 1" = 6000'





# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyfl.gov

Department of Development Support  
& Environmental Management  
Development Services Division  
Renaissance Center, 2<sup>nd</sup> floor  
435 N. Macomb St  
Tallahassee, FL 32301-1019  
(850) 606-1300

### 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

June 20, 2019

Moore Bass Consulting  
Attn: Tom O'Steen, P.E.  
805 North Gadsden Street  
Tallahassee, FL 32303

RE: *(Revised Written Preliminary Decision)*  
Summerfield Planned Unit Development  
Single-Family Detached Residential Subdivision  
Type "A" Site and Development Plan  
Parcel Number: 21-05-20-014-002-1  
Project ID: **LSP180048**

Dear Mr. O'Steen:

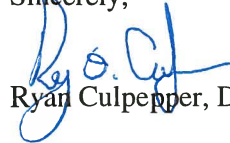
On May 13, 2019, a Written Preliminary Decision letter was issued noting a pending approval of the Summerfield Single-Family Detached Residential Subdivision Type "A" Site and Development plan application. However, it was subsequently determined that the May 13<sup>th</sup> letter was issued prematurely. The Leon County Board of County Commissioners must find the application compliant with the conditions set forth in Ordinance 04-40, which established the Summerfield PUD Zoning District. On June 18, 2019 the Leon County Board of County Commissioners reviewed the site and development plan and determined the site and development plan was compliant with the conditions set forth in Ordinance 04-40.

As stated in the previously issued Written Preliminary Decision, all the deficiencies outlined by staff at the February 6, 2019, 3<sup>rd</sup> Application Review Meeting have been addressed. During the Type "A" Site and Development plan process, the applicant requested a fee-in-lieu of sidewalk construction for sidewalks along the North Monroe Street frontage and the Old Bainbridge Road frontage. Upon review of the applicant's request for payment of the fee-in-lieu of sidewalk construction, the Development Review Committee (DRC) determined that the documentation provided by the applicant satisfied the criteria of Section 10-7.529(5) of the LDC for approval of the fee-in-lieu of sidewalk construction. Subsequent to the Board's action, a minor modification was submitted and approved for the Type "A" site and development plan. The minor modification includes the commercial lots into the Summerfield Detached Residential Subdivision site and development plan and subsequent final plat. As the County Administrator's designee and delegated authority for decisions involving Type "A" Site and Development Plans, it is hereby noticed the revised Written Preliminary Decision is to approve the application.

*"People Focused. Performance Driven."*

Pursuant to Section 10-7.403(h) of the Leon County Land Development Code (LDC), this decision shall become final fifteen (15) calendar days after it is rendered unless a person who qualifies as a party, as defined in Section 10-7.414 of the LDC, and who filed written comments with the Department of Development Support and Environmental Management prior to adjournment of the meeting at which the decision was rendered files a Notice of Intent to file an appeal of a decision on the site and development plan application. Subsequent to the filing of a Notice of Intent, a Petition must be filed within 30 calendar days from the date of rendition of the decision. Petitions shall be made in writing and filed at the Department of Development Support and Environmental Management, and shall include the project name, application number, a description of facts upon which the decision is challenged, all allegations of inconsistency with the Comprehensive Plan and land development regulations, and any argument in support thereof. Failure to file both a Notice of Intent and a Petition is jurisdictional and will result in a waiver of the hearing. Appeals heard by a special master will be conducted in accordance with procedures outlined in Sections 10-7.414 and 10-7.415 of the LDC.

Sincerely,



Ryan Culpepper, Director, Development Services Division

cc: Scott Brockmeier, Development Services Administrator  
Russell Snyder, Land Use Planning Division, PLACE  
Nawfal Ezzagaghi P.E., Environmental Services Supervisor  
Doug Maples, Director, Building & Inspection  
Kimberly Wood P.E., Chief of Engineering Coordination, Public Works  
Megan Whitmore P.E., Senior Stormwater Analysts  
Gary Donaldson, City of Tallahassee Fire Department  
Mike Waters, Leon County Property Appraiser's Office  
Susan Denny, Senior Planner, Department of PLACE  
Lisa Scott, Addressing Team Leader  
Summerfield Land, LLC, 4910 North Monroe Street, Tallahassee, FL 32303  
Rick & Judy Benton, 4589 Old Bainbridge Road, Tallahassee, FL 32303  
Tim Hewett, 3266 Skyview Drive, Tallahassee, FL 32303  
Charles Courson, 4331 Rockingham Road, Tallahassee, FL 32303  
George E. Lewis, 203 North Gadsden Street, Suite 6, Tallahassee, FL 32301  
Project File No: LSP180048

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #18**

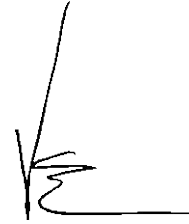
# Leon County Board of County Commissioners

## Agenda Item #18

September 15, 2020

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

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



**Title:** Approval of the Plat for Bradfordville Road Commercial Subdivision

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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 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 item seeks Board approval of the plat for Bradfordville Road Commercial Subdivision for recording in the Public Record.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Approve the plat for Bradfordville Road Commercial 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 item seeks Board approval of the plat for Bradfordville Road Commercial Subdivision for recording in the Public Record. The Subdivision is a replat of a portion of Lot 1 Block C and all of Lot 2 Block C of Bradfordville Corners Subdivision as recorded in Plat Book 16, Page 31 of the Public Record. The Subdivision being platted consists of 5.37 acres containing five commercial lots. Bradfordville Road Commercial Subdivision is located in Section 22; Township 2 North; Range 1 East, on the south side of Bradfordville Road approximately 0.12 miles east of the Thomasville Road and Bradfordville Road intersection (Attachment #2).

The Bradfordville Road Commercial Subdivision was approved by the Department of Development Support and Environmental Management as a Type “A” site and development plan on February 11, 2020 (Attachment #3).

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, Victory Real Estate Tallahassee, 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 Bradfordville Road Commercial Subdivision is a private subdivision and does not contain any public infrastructure to be maintained by the County, 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 for Bradfordville Road Commercial Subdivision for recording in the Public Record (Attachment #1), contingent upon staff's final review and approval.
2. Do not approve the plat for Bradfordville Road Commercial 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 Bradfordville Road Commercial Subdivision
2. Location Map
3. Development Review Approval Letter



# BRADFORDVILLE ROAD COMMERCIAL SUBDIVISION

A REPLAT OF PART OF LOT 1 BLOCK C BEING LOT 2 OF ASAP SUBDIVISION AND BRADFORDVILLE CORNERS SUBDIVISION LOT 2, A SUBDIVISION LYING IN SECTIONS 22, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA ALSO LYING WITHIN THE CITY LIMITS OF TALLAHASSEE, FLORIDA

**DEDICATION:**  
STATE OF FLORIDA  
COUNTY OF LEON

KNOW ALL MEN BY THESE PRESENT THAT VICTORY REAL ESTATE TALLAHASSEE, LLC., OWNER IN FEE SIMPLE OF THE LANDS SHOWN HEREON PLATTED AS BRADFORDVILLE ROAD COMMERCIAL SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Begin at a found iron rod (#7245) and cap marking the Northeast corner of Lot 2 in Block C of Bradfordville Corners Subdivision as recorded in Plat Book 16, Pages 31-36 of the Public Records of Leon County, Florida, also lying on the Southerly Right of Way of Bradfordville Road, thence leaving said Right of Way South 39 degrees 18 minutes 18 seconds East, 165.82 feet to a found iron rod and cap (#7245) marking the Southwest corner of lands described in Official Records Book 3500, Page 86 Leon County, Florida, thence North 50 degrees 54 minutes 24 seconds East, 131.59 feet to a found iron rod and cap (#7245); thence North 40 degrees 12 minutes 30 seconds West, 4.45 feet found iron rod and cap (#7245); thence North 49 degrees 33 minutes 42 seconds East, 30.12 feet to a found iron rod and cap (#7245); thence North 02 degrees 00 minutes 31 seconds West, 207.95 feet to a found iron rod and cap (#7245) lying on the Southerly Right of Way of Bradfordville Road; thence North 50 degrees 25 minutes 18 seconds East, 25.26 feet to a found iron rod and cap (#7245); thence leaving said Right of Way South 02 degrees 01 minutes 02 seconds East, 187.95 feet to a found concrete monument; thence South 02 degrees 21 minutes 23 seconds East, 64.32 feet to a found iron rod and cap (#4261); thence South 50 degrees 48 minutes 05 seconds West, 160.37 feet to a found iron rod and cap (#7245) lying on a curve concave Northwestly having a radius of 944.49 feet for an arc length of 548.79 feet through a central angle of 33 degrees 17 minutes 27 seconds (chord bears: South 67 degrees 16 minutes 21 seconds West, 541.10 feet) to a found iron rod and cap (#7245); thence South 50 degrees 12 minutes 48 seconds West, 243.37 feet to a found iron rod and cap (#7245); thence North 77 degrees 51 minutes 52 seconds West, 307.01 feet to a found concrete monument (#7245); thence North 27 degrees 27 minutes 34 seconds East, 360.81 feet to a found concrete monument (#7245) lying on the Southerly Right of Way of Bradfordville Road, also lying on a curve concave Northwestly having a radius of 744.49 feet for an arc length of 737.28 feet through a central angle of 56 degrees 44 minutes 26 seconds (chord bears: North 79 degrees 03 minutes 03 seconds East, 707.52 feet) to the POINT OF BEGINNING.

HAVING CAUSED SAID LANDS TO BE DIVIDED AND SUBDIVIDED AS SHOWN HEREON AND DOES HEREBY DEDICATE THE FOLLOWING:

1. TO THE OWNERS ON LOT 1, LOT 2, LOT 3 AND LOT 4, THE ACCESS/UTILITY AND DRAINAGE EASEMENT, AS DEPICTED HEREON.
2. TO THE OWNERS OF LOT 1, THE INGRESS/EGRESS EASEMENT, AS DEPICTED HEREON.
3. TO THE OWNERS OF LOT 5, THE UTILITY AND ACCESS EASEMENT, AS DEPICTED HEREON.
4. TO THE OWNERS OF LOT 1, LOT 2, LOT 3, LOT 4 AND LOT 5, THE PERPETUAL EASEMENT, AS DEPICTED HEREON.
5. TO THE OWNERS OF LOT 4 AND LOT 5, THE DRAINAGE EASEMENT, AS DEPICTED HEREON.
6. TO TALQUIN ELECTRIC, THE TALQUIN ELECTRIC POWER TRANSMISSION EASEMENT, AS DEPICTED HEREON.
7. TO TALQUIN ELECTRIC, THE 20' AND 30' ACCESS AND UTILITY EASEMENTS, AS DEPICTED HEREON.

RESERVING, HOWEVER, THE REVERSION OR 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 \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

VICTORY REAL ESTATE TALLAHASSEE, LLC

WITNESS

WITNESS

\_\_\_\_\_, MANAGER

## ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF LEON

BEFORE ME THIS DAY, PERSONALLY APPEARED \_\_\_\_\_, AND HAS ACKNOWLEDGED THAT HE EXECUTED THE FOREGOING DEDICATION FREELY AND VOLUNTARILY FOR THE PURPOSES THEREIN STATED, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019. THEY ARE PERSONALLY KNOWN TO ME OR HAVE PRODUCED \_\_\_\_\_ AS IDENTIFICATION AND DID (DID NOT) TAKE AN OATH.

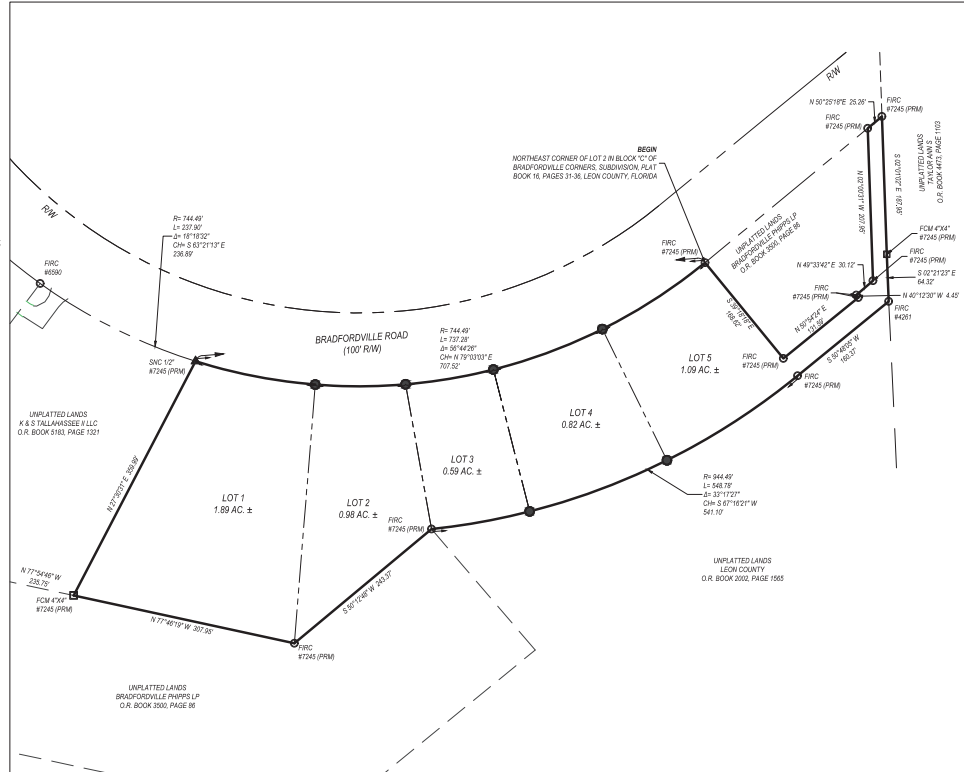
NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES \_\_\_\_\_

## SITE PLAN REVIEW APPROVAL

THIS PLAT CONFORMS TO THE SITE AND DEVELOPMENT PLAN APPROVAL PROVISIONS MADE BY THE DEPARTMENT OF DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT. THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020 A.D.

COUNTY ADMINISTRATOR OR DESIGNEE



## PLAT REVIEW AND APPROVAL

PLAT REVIEWED FOR COMPLIANCE WITH CHAPTER 177 OF THE FLORIDA STATUTES. THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019 A.D.

JOSEPH D. COLEMAN  
COUNTY SURVEYOR  
PROFESSIONAL SURVEYOR AND MAPPER  
OR FLORIDA CERTIFICATE NO. 5590

## COUNTY COMMISSIONER

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

CHAIRPERSON

COUNTY ATTORNEY

COUNTY ENGINEER

## CLERK OF THE CIRCUIT COURT:

ACCEPTED FOR THE FILES AND RECORDED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020, IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_ OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

BY \_\_\_\_\_  
CLERK OF THE CIRCUIT COURT, LEON COUNTY, FLORIDA (SEAL)

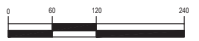
## NOTICE:

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.

## STANDARD ABBREVIATIONS:

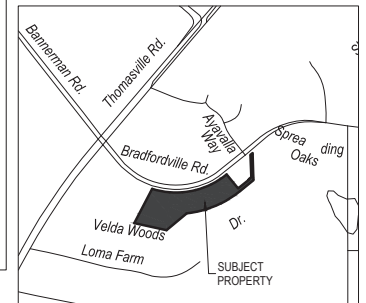
#000	PROFESSIONAL LAND SURVEY CERTIFICATE
(C)	CALCULATED INFORMATION
(D)	DEED INFORMATION
(P)	PLAT INFORMATION
(S)	SURVEY INFORMATION
A=	ARC LENGTH
CL	CENTERLINE
CH	CHORD BEARING AND DISTANCE
D.B.	DEED BOOK
Δ=	DELTA OR CENTRAL ANGLE
E	EAST
FCM	FOUND 4"X4" CONCRETE MONUMENT
FP	FOUND IRON PIPE (AS LABELED)
FIR	FOUND IRON PIN (AS LABELED)
FRC	FOUND IRON PIN W/ CAP (AS LABELED)
FNC	FOUND NAIL IN CAP (AS LABELED)
FND	FOUND
FPF	FOUND PINCHED IRON PIPE (AS LABELED)
H.O.A.	HOME OWNERS ASSOCIATION
I.D.	IDENTIFICATION
L=	ARC LENGTH
N	NORTH
O.R./P.G.	OFFICIAL RECORDS BOOK AND PAGE
P.B./P.G.	PLAT BOOK AND PAGE
P.C.P.	PERMANENT CONTROL POINT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R	RANGE
R=	RADIUS
R/W	RIGHT-OF-WAY
S	SOUTH
SCM	SET 4"X4" CONCRETE MONUMENT L&B7245
SEC.	SECTION
SNC	SET 1/2" IRON PIN W/ CAP L&B7245
SIR	SET NAIL IN "I" CAP L&B7245
T	TOWNSHIP
T=	TANGENT DISTANCE
W	WEST
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING

## GRAPHIC SCALE



## GENERAL NOTES:

1. DATE OF BOUNDARY SURVEY: JANUARY 9, 2020.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE NAD 83 DATUM.
3. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
4. TITLE OPINION LETTER FROM HOBBS AND HOBBS, P.L.L.C. DATED APRIL 14, 2020 AND SIGNED BY: WALTER O. HOBBS.
5. ALL PERMANENT CONTROL POINTS AND PERMANENT CONTROL MONUMENTS ARE MARKED AS SHOWN UNLESS OTHERWISE NOTED ON PLAT.
6. LOTS SHALL NOT BE DIVIDED OR SUBDIVIDED WITHOUT COMPLYING WITH THE PLATTING PROCESS PURSUANT TO CHAPTER 177, FLORIDA STATUTES.
7. THE CONSTRUCTION OF PERMANENT STRUCTURES, EXCLUDING DRIVEWAYS, IS PROHIBITED WITHIN DRAINAGE AND UTILITY EASEMENTS.
8. FIXED IMPROVEMENTS ON THIS PROPERTY HAVE NOT BEEN LOCATED.
9. SECTION 177.081 (28) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS: SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE, AS ADOPTED BY THE FEDERAL PUBLIC SERVICE COMMISSION.



## VICINITY MAP

NOT TO SCALE

## SYMBOL AND HATCH LEGEND:

- FOUND CONCRETE MONUMENT AS LABELED
- SET PRM (PERMANENT REFERENCE MONUMENT):
- 4"X4" CONCRETE MONUMENT (#7245) (UNLESS LABELED OTHERWISE)
- SET PCP (PERMANENT CONTROL POINT) NAIL & CAP (#7245)
- SET 1/2" IRON PIN W/ CAP (#7245)

## MONUMENT LEGEND:

- ALL PERMANENT REFERENCE MONUMENTS ARE MARKED WITH A 4"X4" CONCRETE MONUMENT HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.
- ALL PERMANENT CONTROL POINTS ARE MARKED WITH A NAIL HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.
- ALL INTERIOR CORNERS ARE MARKED WITH A 1/2" IRON PIN HAVING A PLASTIC CAP AS SHOWN, UNLESS NOTED OTHERWISE.

## SURVEYOR'S CERTIFICATE:

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, PART 1, PLATTING OF THE FLORIDA STATUTES AND WITH THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA (F.A.C. 5J-17).

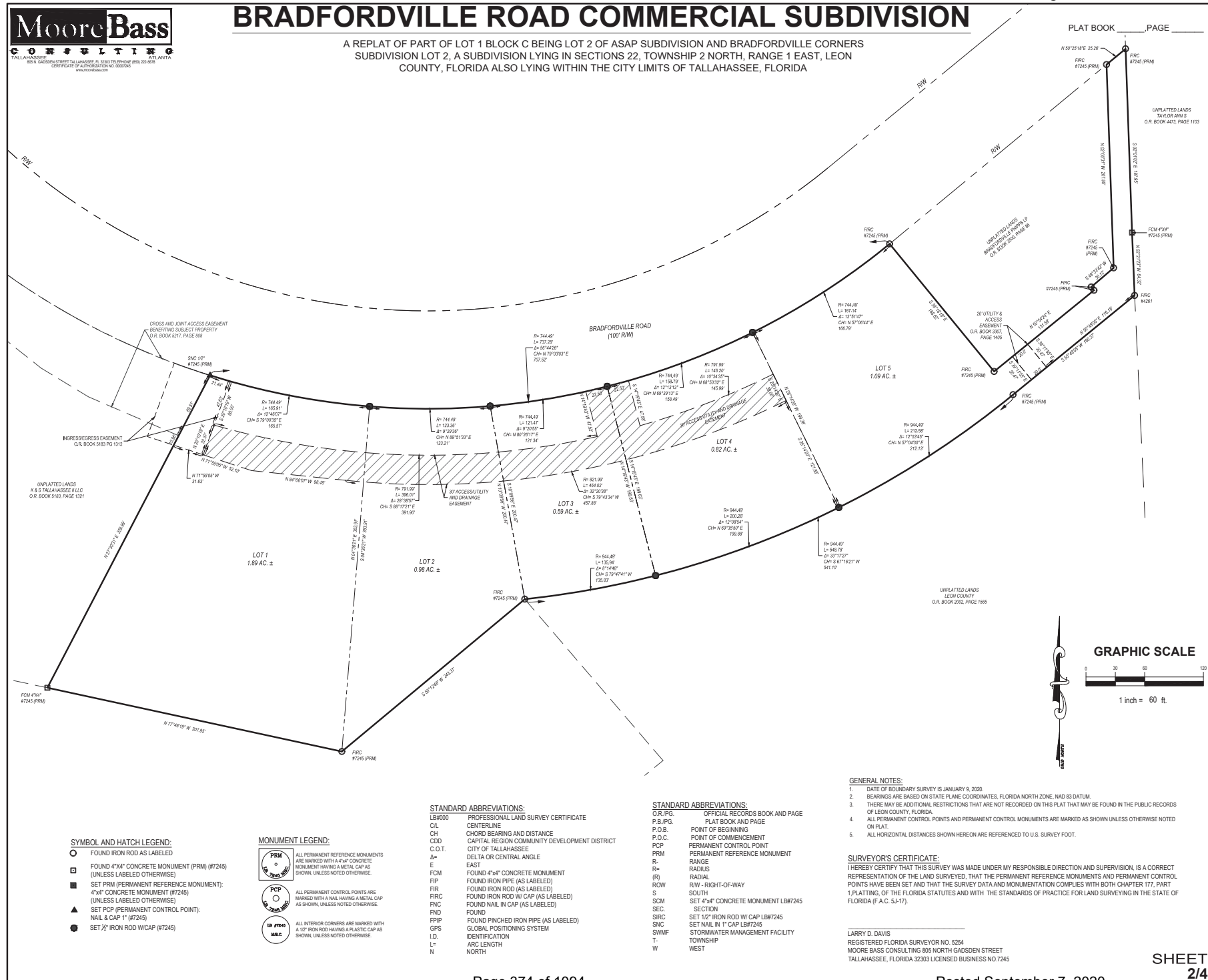
LARRY D. DAVIS  
REGISTERED FLORIDA SURVEY NO. 5254  
MOORE BASS CONSULTING 805 NORTH GADSDEN STREET  
TALLAHASSEE, FLORIDA 32301  
CERTIFICATE NO. 7245

SHEET



# BRADFORDVILLE ROAD COMMERCIAL SUBDIVISION

A REPLAT OF PART OF LOT 1 BLOCK C BEING LOT 2 OF ASAP SUBDIVISION AND BRADFORDVILLE CORNERS SUBDIVISION LOT 2, A SUBDIVISION LYING IN SECTIONS 22, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA ALSO LYING WITHIN THE CITY LIMITS OF TALLAHASSEE, FLORIDA

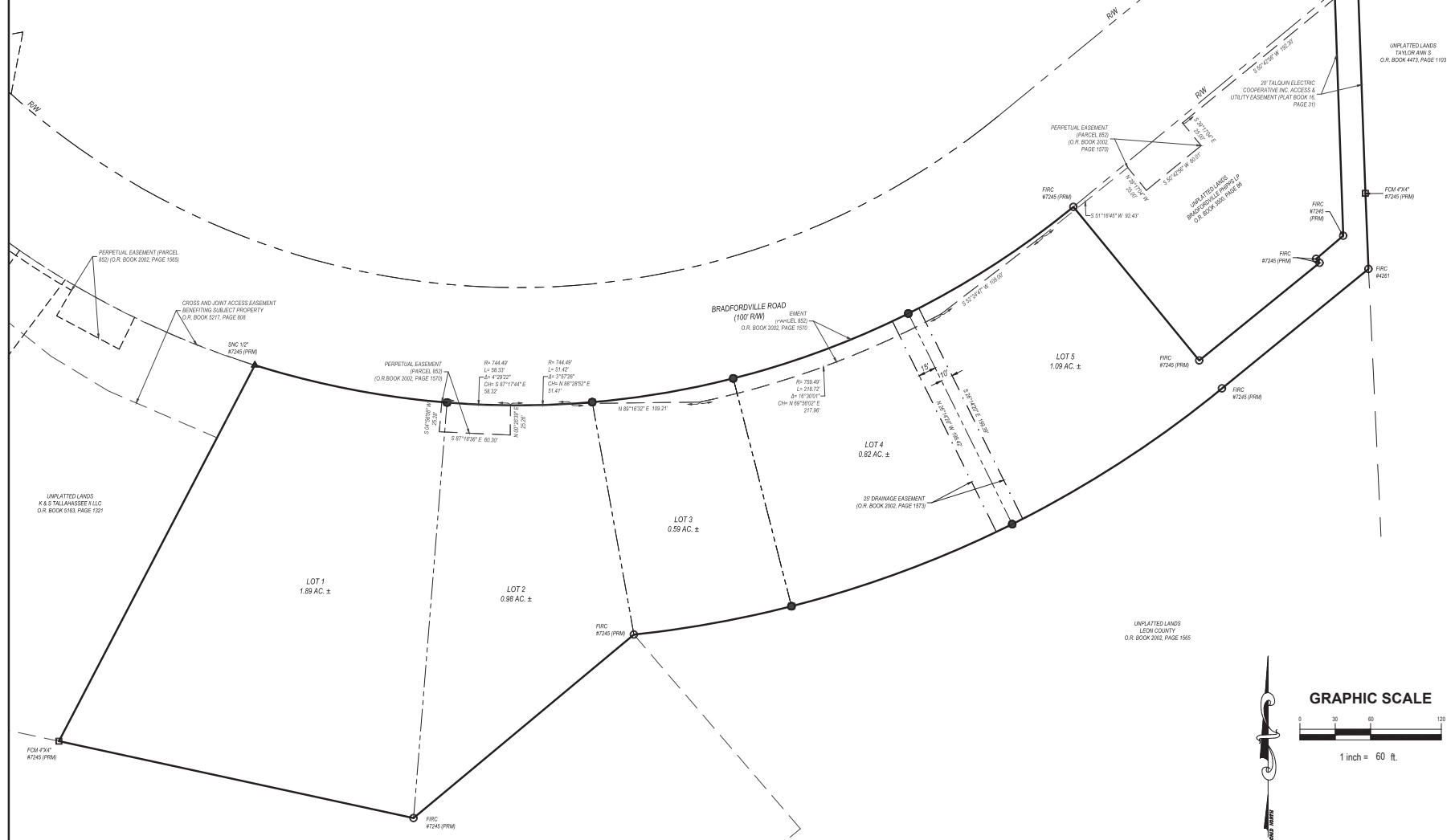




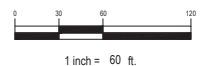


# BRADFORDVILLE ROAD COMMERCIAL SUBDIVISION

A REPLAT OF PART OF LOT 1 BLOCK C BEING LOT 2 OF ASAP SUBDIVISION AND BRADFORDVILLE CORNERS SUBDIVISION LOT 2, A SUBDIVISION LYING IN SECTIONS 22, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA ALSO LYING WITHIN THE CITY LIMITS OF TALLAHASSEE, FLORIDA



## GRAPHIC SCALE



### SYMBOL AND HATCH LEGEND:

- FOUND IRON ROD AS LABELED
- FOUND 4"x4" CONCRETE MONUMENT (PRM) (#7245) (UNLESS LABELED OTHERWISE)
- SET PRM (PERMANENT REFERENCE MONUMENT): 4"x4" CONCRETE MONUMENT (#7245) (UNLESS LABELED OTHERWISE)
- ▲ SET PCP (PERMANENT CONTROL POINT): NAIL & CAP 1" (#7245)
- SET 1/2" IRON ROD W/CAP (#7245)

### MONUMENT LEGEND:

- ALL PERMANENT REFERENCE MONUMENTS ARE MARKED WITH A 4"x4" CONCRETE MONUMENT HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.
- ALL PERMANENT CONTROL POINTS ARE MARKED WITH A NAIL HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.
- ALL INTERIOR CORNERS ARE MARKED WITH A 1/2" IRON ROD HAVING A PLASTIC CAP AS SHOWN, UNLESS NOTED OTHERWISE.

### STANDARD ABBREVIATIONS:

- LB#000 PROFESSIONAL LAND SURVEY CERTIFICATE
- C/L CENTERLINE
- CH CHORD BEARING AND DISTANCE
- CDD CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT
- C.O.T. CITY OF TALLAHASSEE
- Δ= DELTA OR CENTRAL ANGLE
- E EAST
- FCM FOUND 4"x4" CONCRETE MONUMENT
- E FOUND IRON PIPE (AS LABELED)
- FIR FOUND IRON ROD (AS LABELED)
- FIRC FOUND IRON ROD W/ CAP (AS LABELED)
- FNC FOUND NAIL IN CAP (AS LABELED)
- FND FOUND
- FPF FOUND PINCHED IRON PIPE (AS LABELED)
- GPS GLOBAL POSITIONING SYSTEM
- I.D. IDENTIFICATION
- L= ARC LENGTH
- N NORTH

### STANDARD ABBREVIATIONS:

- O.R.P.G. OFFICIAL RECORDS BOOK AND PAGE
- P.B./P.G. PLAT BOOK AND PAGE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PCP PERMANENT CONTROL POINT
- PRM PERMANENT REFERENCE MONUMENT
- R= RANGE
- R= RADIAL
- ROW S SOUTH
- SEC. SECTION
- SCM SET 4"x4" CONCRETE MONUMENT LB#7245
- SIRC SET 1/2" IRON ROD W/ CAP LB#7245
- SNC SET NAIL IN 1" CAP LB#7245
- SWMF STORMWATER MANAGEMENT FACILITY
- T= TOWNSHIP
- W WEST

### GENERAL NOTES:

1. DATE OF BOUNDARY SURVEY IS JANUARY 9, 2020.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM.
3. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
4. ALL PERMANENT CONTROL POINTS AND PERMANENT CONTROL MONUMENTS ARE MARKED AS SHOWN UNLESS OTHERWISE NOTED ON PLAT.
5. ALL HORIZONTAL DISTANCES SHOWN HEREON ARE REFERENCED TO U.S. SURVEY FOOT.

### SURVEYOR'S CERTIFICATE:

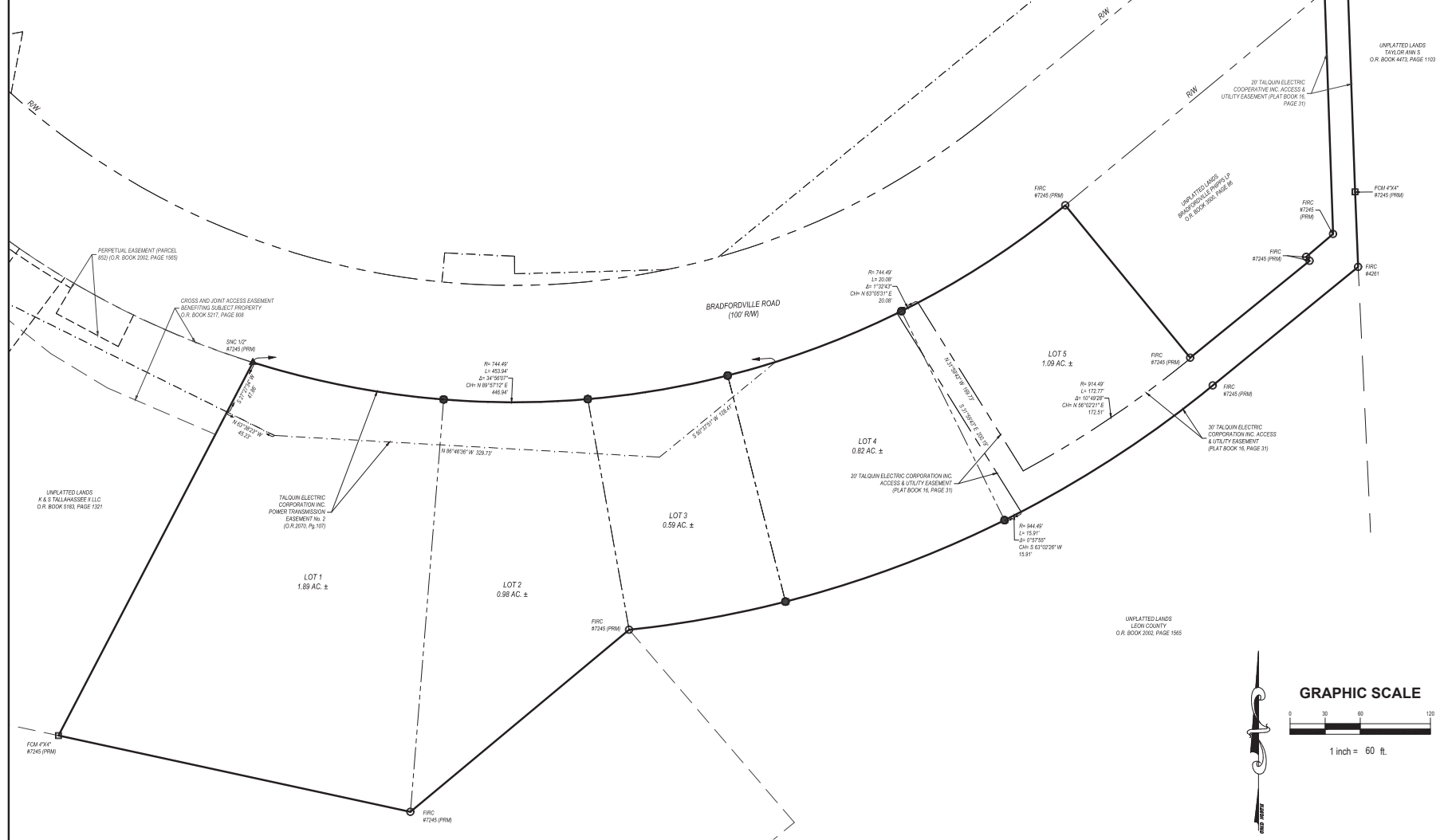
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, IS A CORRECT REPRESENTATION OF THE LAND SURVEYED, THAT THE PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET AND THAT THE SURVEY DATA AND MONUMENTATION COMPLIES WITH BOTH CHAPTER 177, PART 1, PLATTING, OF THE FLORIDA STATUTES AND WITH THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA (F.A.C. SJ-17).

LARRY D. DAVIS  
REGISTERED FLORIDA SURVEYOR NO. 5254  
MOORE BASS CONSULTING 805 NORTH GADSDEN STREET  
TALLAHASSEE, FLORIDA 32303 LICENSED BUSINESS NO. 7245



# BRADFORDVILLE ROAD COMMERCIAL SUBDIVISION

A REPLAT OF PART OF LOT 1 BLOCK C BEING LOT 2 OF ASAP SUBDIVISION AND BRADFORDVILLE CORNERS SUBDIVISION LOT 2, A SUBDIVISION LYING IN SECTIONS 22, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA ALSO LYING WITHIN THE CITY LIMITS OF TALLAHASSEE, FLORIDA



## SYMBOL AND HATCH LEGEND:

- FOUND IRON ROD AS LABELED
- FOUND 4"x4" CONCRETE MONUMENT (PRM) (F7245) (UNLESS LABELED OTHERWISE)
- SET PRM (PERMANENT REFERENCE MONUMENT): 4"x4" CONCRETE MONUMENT (F7245) (UNLESS LABELED OTHERWISE)
- ▲ SET PCP (PERMANENT CONTROL POINT): NAIL & CAP 1" (F7245)
- SET 1/2" IRON ROD W/CAP (F7245)

## MONUMENT LEGEND:

- PRM ALL PERMANENT REFERENCE MONUMENTS ARE MARKED WITH A 4"x4" CONCRETE MONUMENT HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.
- PCP ALL PERMANENT CONTROL POINTS ARE MARKED WITH A NAIL HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.
- LB F7245 ALL INTERIOR CORNERS ARE MARKED WITH A 1/2" IRON ROD HAVING A PLASTIC CAP AS SHOWN, UNLESS NOTED OTHERWISE.

## STANDARD ABBREVIATIONS:

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- L= ARC LENGTH
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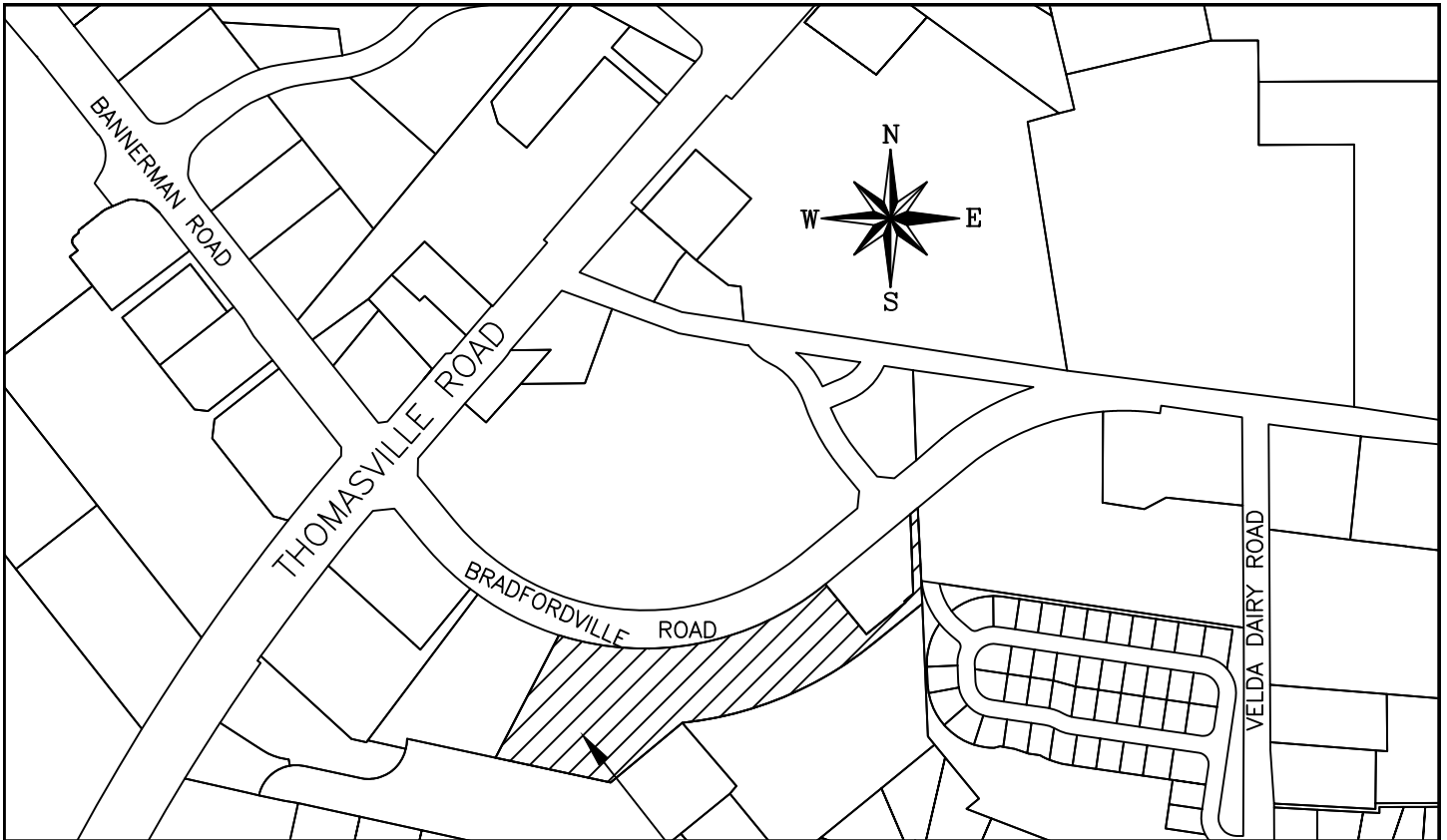
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1. DATE OF BOUNDARY SURVEY IS JANUARY 9, 2020.
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3. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
4. ALL PERMANENT CONTROL POINTS AND PERMANENT CONTROL MONUMENTS ARE MARKED AS SHOWN UNLESS OTHERWISE NOTED ON PLAT.
5. ALL HORIZONTAL DISTANCES SHOWN HEREON ARE REFERENCED TO U.S. SURVEY FOOT.

## SURVEYOR'S CERTIFICATE:

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, PART 1, PLATTING, OF THE FLORIDA STATUTES AND WITH THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA (F.A.C. SJ-17).

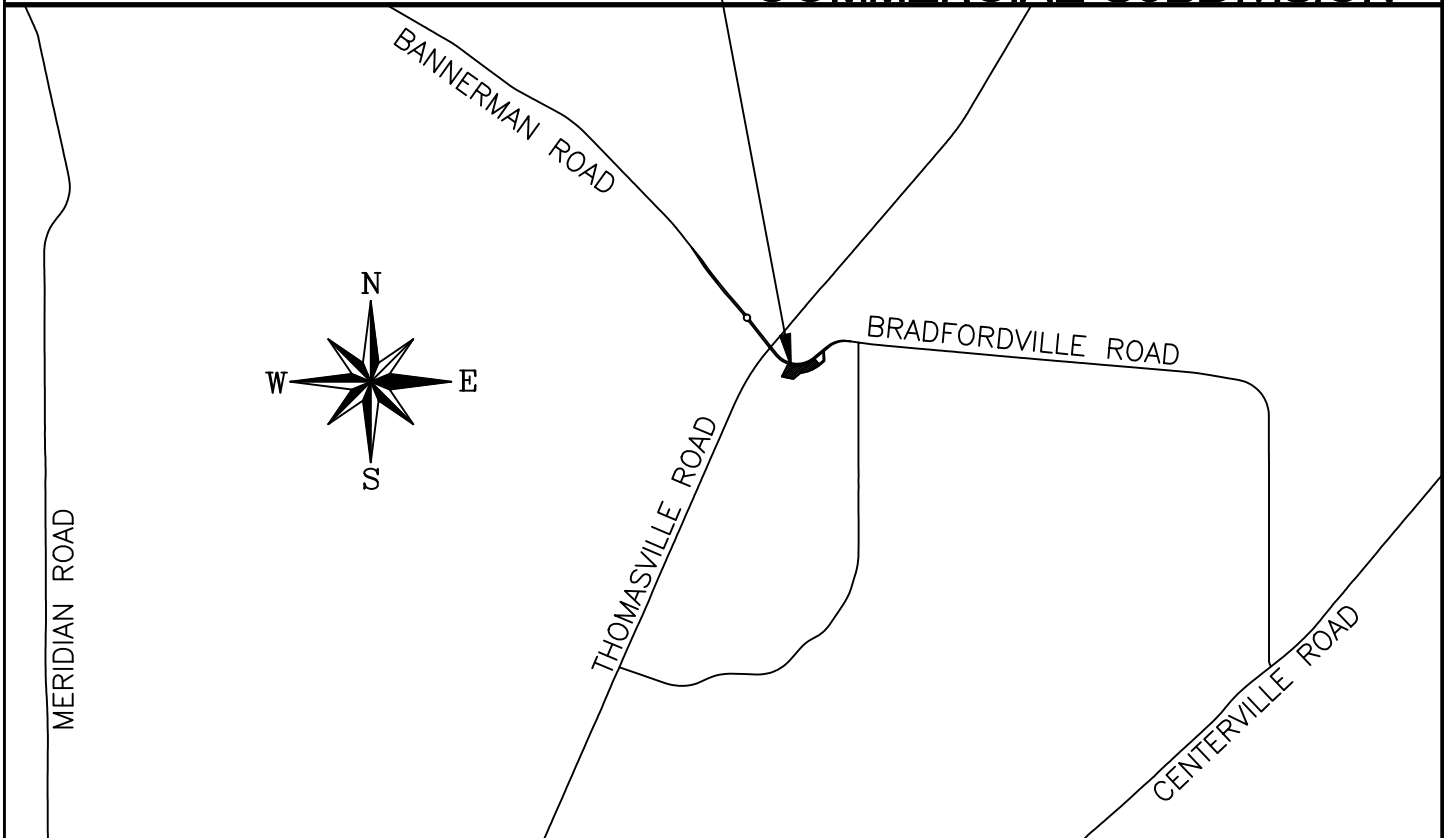
LARRY D. DAVIS  
REGISTERED FLORIDA SURVEYOR NO. 5254  
MOORE BASS CONSULTING 805 NORTH GADSDEN STREET  
TALLAHASSEE, FLORIDA 32303 LICENSED BUSINESS NO. 7245



## SITE MAP

SCALE 1" = 500'

## BRADFORDVILLE ROAD COMMERCIAL SUBDIVISION



## LOCATION MAP

SCALE 1" = 5000'



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 [www.leoncountyfl.gov](http://www.leoncountyfl.gov)

DEPARTMENT OF DEVELOPMENT SUPPORT &  
ENVIRONMENTAL MANAGEMENT  
DEVELOPMENT SERVICES DIVISION  
Renaissance Center, 2<sup>nd</sup> Floor  
435 North Macomb Street  
Tallahassee, Florida 32301-1019  
Phone (850) 606-1300

### Commissioners

**BRYAN DESLOGE**

District 4  
Chairman

**RICK MINOR**

District 3  
Vice Chairman

**BILL PROCTOR**

District 1

**JIMBO JACKSON**

District 2

**KRISTIN DOZIER**

District 5

**MARY ANN LINDLEY**

At-Large

**NICK MADDOX**

At-Large

**VINCENT S. LONG**

County Administrator

**HERBERT W.A. THIELE**

County Attorney

February 11, 2020

Tom O'Steen & Ben Hood, P.E.  
Moore Bass Consulting, Inc.  
805 Gadsden Street  
Tallahassee, FL 32303

RE: Letter of Approval with Conditions  
Bradfordville Road Commercial Subdivision  
Type "A" Site and Development Plan  
Leon County Project ID: LSP190025  
Tax Parcel Identification Number(s): 14-22-26-C-001-2 & 14-22-26-002-0

Dear Mr. O'Steen and Mr. Hood:

The review process for the "Bradfordville Road Commercial Subdivision" application is complete in accordance with requirements outlined in the Leon County Land Development Code (LDC) for Type "A" Site and Development Plan review [LDC, §10-7.403]. The application is hereby approved, subject to the conditions outlined in this letter and the approved site plan [LSP190025].

The Application Review Committee recommended approval of the application on November 27, 2019, subject to revisions and conditions outlined in the staff reports provided at the Application Review Meeting. The latest site plan submitted on January 21, 2019 has been determined consistent with the comprehensive plan and the applicable provisions and requirements of the LDC. A copy of the approved site plan has been uploaded to Project Dox.

Approval of an application for development does not authorize the applicant to proceed to sell lots or interest in the subject property. Pursuant to §10-7.410 of the LDC, a final plat or re-plat, when required, must be recorded before a developer may transfer title to lots within a subdivision. However, approval of the application shall authorize the applicant to contract for the sale of lots but without transfer of any legal interest in the land, and to construct infrastructure to support the development prior to the recordation of the final plat, subject to other approvals or permits required by the County. Every plat of a development or subdivision made for recording shall conform to the provisions of Chapter 177, Florida Statutes and should conform to the requirements of §10-7.607 of the LDC.

No development orders shall be issued for a project that requires platting or re-platting until a final plat has been accepted and approved by the Board of County Commissioners and recorded in the plat books of the County. As noted on the approved site plan, individual Permitted Use Verification (PUV) certificates and site and development plan review is required for any future development of the proposed lots to ensure compliance with applicable development standards and regulations for nonresidential development.

If you have any questions, please do not hesitate to contact Anna Day of our office at (850) 606-1300 or send email to "daya@leoncountyfl.gov".

Sincerely,



Anna Day  
Planner II  
Development Services Division  
Department of Development Support and Environmental Management

cc: Victory Real Estate Tallahassee, LLC  
Project Doc LSP190025  
Nawfal Ezzagaghi, PE, Environmental Review Supervisor  
Kimber A. Wood, PE, Chief of Engineering Coordination  
Russell Snyder, Land Use Planning Division Manager, TLCPD  
Jimmy Lee, City of Tallahassee Underground Utilities  
RaSarah Browder Johnson, Talquin Engineering and Water Department  
Gary Donaldson, Tallahassee Fire Department  
Mark Pritzel, Leon County Addressing Program  
Doug Maples, Chief Building Official

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #19**

# Leon County Board of County Commissioners

## Agenda Item #19

September 15, 2020

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

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

**Title:** Approval of the Plat for Bannerman Commons – Phase 1 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 item seeks Board approval of the plat for Bannerman Commons – Phase 1 Subdivision for recording in the Public Record and acceptance of the Performance Agreement and Surety Device in a form to be approved by the County Attorney.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option # 1: Approve the plat for Bannerman Commons – Phase 1 Subdivision for recording in the Public Record (Attachment #1), contingent upon staff's final review and approval, and authorize the County Administrator to accept the Performance Agreement and Surety Device in a form approved by the County Attorney (Attachment #2).

## **Report and Discussion**

### **Background:**

In accordance with Leon County land development regulations, this item seeks Board approval of the plat for Bannerman Commons – Phase 1 Subdivision for recording in the Public Record. The development being platted consists of 21.34 acres containing 9 residential lots and 1 condominium lot. Bannerman Commons – Phase 1 Subdivision is located in Sections 15 & 22; Township 2 North; Range 1 East, on the south side of Bannerman Road approximately 0.42 miles west of the Thomasville and Bannerman Roads intersection (Attachment #3).

The plat for Bannerman Residential – Phase 1 was approved by the Board for recording contingent upon staff's final review and approval at the July 14, 2020 meeting. The recording of the subdivision has been delayed while the applicant addressed some off-site easement issues which had to be recorded prior to the plat being recorded. During the delay, the applicant decided to change the name of the subdivision. The name change from Bannerman Residential – Phase 1 to Bannerman Commons – Phase 1 requires a site plan modification and review by the Board of County Commissioners prior to recording.

Bannerman Residential – Phase 1 Subdivision was originally approved by the Development Review Committee as a Type "B" site and development plan on September 5, 2018, with a minor modification to Phase 1 approved on January 27, 2020 (Attachment #4). The revised name, Bannerman Commons – Phase 1 was approved by the Department of Development Support and Environmental Management on August 20, 2020 (Attachment #5).

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, Summit Group Development of Tallahassee, Inc. 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.

There is some public infrastructure that is yet to be completed. The County Engineer has reviewed these items and inspection reports and recommends a Performance Agreement and Surety Device in the amount of \$173,668, representing 110% of the certified construction cost approved by the Division of Engineering Services. This item seeks Board authorization for the County Administrator to accept the Performance Agreement and Surety Device in a form to be approved by the County Attorney.

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 for Bannerman Commons – Phase 1 Subdivision for recording in the Public Record (Attachment #1), contingent upon staff's final review and approval, and authorize the County Administrator to accept the Performance Agreement and Surety Device in a form approved by the County Attorney (Attachment #2).
2. Do not approve the plat for Bannerman Commons – Phase 1 Subdivision for recording in the Public Record contingent upon staff's final review and approval, and do not authorize the County Administrator to accept the Performance Agreement and Surety Device in a form approved by the County Attorney.
3. Board direction.

**Recommendation:**

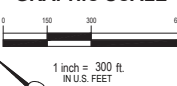
Option #1

**Attachments:**

1. Plat for Bannerman Commons – Phase 1 Subdivision
2. Performance Agreement and Surety Device
3. Location map
4. Development Review approval letters
5. Development Support and Environmental Management minor modification letter



## GRAPHIC SCALE

DEDICATION:  
STATE OF FLORIDA  
COUNTY OF LEON

KNOW ALL PERSONS BY THESE PRESENT THAT, SUMMIT GROUP DEVELOPMENT OF TALLAHASSEE, INC., A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN HEREON PLATTED AS BANNERMAN COMMONS - PHASE I, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LANDS LYING IN SECTION 15 AND SECTION 22, TOWNSHIP 2 NORTH, RANGE 1 EAST OF LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT AN IRON ROD AND CAP (#7245) MARKING THE NORTHEAST CORNER OF LOT 1, BANNERMAN CROSSING - UNIT 2, OF A MAP OR PLAT THEREOF AS RECORDED IN BOOK 22, PAGE 94 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE SOUTHWESTERLY RIGHT-OF-WAY OF BANNERMAN ROAD, THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 51 DEGREES 47 MINUTES 09 SECONDS WEST 821.80 FEET TO AN IRON ROD AND CAP (#7245); THENCE SOUTH 38 DEGREES 12 MINUTES 51 SECONDS EAST 126.87 FEET TO AN IRON ROD AND CAP (#7245); THENCE SOUTH 07 DEGREES 59 MINUTES 37 SECONDS EAST 62.63 FEET TO AN IRON ROD AND CAP (#7245); THENCE SOUTH 09 DEGREES 24 MINUTES 48 SECONDS EAST 38 SECONDS WEST 51.68 FEET TO AN IRON ROD AND CAP (#7245); THENCE SOUTH 24 DEGREES 06 MINUTES 21 SECONDS EAST 70.83 FEET TO AN IRON ROD AND CAP (#7245); THENCE SOUTH 39 DEGREES 09 MINUTES 48 SECONDS EAST 308.96 FEET TO AN IRON ROD AND CAP (#7245); THENCE SOUTH 50 DEGREES 50 MINUTES 12 SECONDS WEST 594.44 FEET; THENCE RUN SOUTH 39 DEGREES 18 MINUTES 53 SECONDS EAST 256.96 FEET TO A CONCRETE MONUMENT (#7245); THENCE SOUTH 83 DEGREES 53 MINUTES 47 SECONDS WEST 459.67 FEET TO A CONCRETE MONUMENT (#732); THENCE NORTH 24 DEGREES 02 MINUTES 34 SECONDS WEST 704.84 TO A CONCRETE MONUMENT (#732); THENCE NORTH 25 DEGREES 44 MINUTES 44 SECONDS WEST 770.15 FEET TO A CONCRETE MONUMENT (#732); THENCE NORTH 51 DEGREES 44 MINUTES 33 SECONDS EAST 226.90 FEET TO A CONCRETE MONUMENT (NO ID); THENCE NORTH 38 DEGREES 11 MINUTES 42 SECONDS WEST 535.98 FEET TO AN IRON ROD AND CAP (#7245); THENCE NORTH 48 DEGREES 53 MINUTES 50 SECONDS EAST 451.84 FEET TO A CONCRETE MONUMENT (#1254); THENCE NORTH 48 DEGREES 10 MINUTES 56 SECONDS EAST 265.47 FEET TO AN IRON ROD AND CAP (#7245); THENCE SOUTH 39 DEGREES 10 MINUTES 38 SECONDS EAST 281.40 FEET TO AN IRON ROD AND CAP (#7245); THENCE NORTH 61 DEGREES 29 MINUTES 08 SECONDS EAST 90.74 FEET TO AN IRON ROD AND CAP (#7245); THENCE NORTH 79 DEGREES 25 MINUTES 38 SECONDS EAST 185.33 FEET TO AN IRON ROD AND CAP (#7245); THENCE NORTH 32 DEGREES 36 MINUTES 17 SECONDS WEST 49.31 FEET TO AN IRON ROD AND CAP (#7245); NORTH 00 DEGREES 50 MINUTES 42 SECONDS WEST 60.45 FEET; THENCE NORTH 21 DEGREES 45 MINUTES 13 SECONDS EAST 116.15 FEET TO AN IRON ROD AND CAP (#7245); THENCE NORTH 46 DEGREES 24 MINUTES 56 SECONDS EAST 28.04 FEET; THENCE NORTH 52 DEGREES 02 MINUTES 53 SECONDS EAST 149.94 FEET TO AN IRON ROD AND CAP (#7245); SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY BOUNDARY OF BANNERMAN ROAD (R/W VARIES); THENCE ALONG SAID RIGHT-OF-WAY BOUNDARY SOUTH 37 DEGREES 57 MINUTES 07 SECONDS EAST 540.82 FEET TO AN IRON ROD AND CAP (#7245); THENCE SOUTH 37 DEGREES 26 MINUTES 56 SECONDS EAST 45.00 FEET TO AN IRON ROD AND CAP (#7245); THENCE SOUTH 40 DEGREES 58 MINUTES 04 SECONDS EAST 185.21 FEET TO AN IRON ROD AND CAP (#7245); THENCE SOUTH 38 DEGREES 05 MINUTES 19 SECONDS EAST 20.88 FEET TO AN IRON ROD AND CAP (#7245); SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2048.00 FEET, THROUGH A CENTRAL ANGLE OF 06 DEGREES 06 MINUTES 55 SECONDS FOR AN ARC LENGTH OF 218.59 FEET (CHORD OF 546.54 FEET); THENCE NORTH 41 DEGREES 47 MINUTES 47 SECONDS EAST 218.40 FEET TO AN IRON ROD AND CAP (#7245); SAID POINT LYING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1952.00 FEET, THROUGH A CENTRAL ANGLE OF 01 DEGREE 45 MINUTES 15 SECONDS FOR AN ARC LENGTH OF 59.77 FEET (CHORD OF SAID ARC BEING 43 DEGREES 20 MINUTES 37 SECONDS EAST 59.76 FEET) TO THE POINT OF BEGINNING, CONTAINING 57.36 ACRES, MORE OR LESS.

HAVING CAUSED SAID LANDS TO BE DIVIDED AND SUBDIVISION AS SHOWN HEREON AND DOES HEREBY DEDICATE THE FOLLOWING:

1. TO THE BANNERMAN COMMONS PROPERTY OWNERS ASSOCIATION INC., ALL POA SIGN EASEMENTS, LANDSCAPE BUFFER EASEMENTS, PRIVATE ROAD RIGHT-OF-WAYS, POA COMMON AREA EASEMENTS, POA COMMON AREAS, POA ACCESS EASEMENTS, POA UTILITY EASEMENTS, AND POA DRAINAGE EASEMENTS AS DEPICTED HEREON.

2. TO THE CITY OF TALLAHASSEE, ALL CITY OF TALLAHASSEE ELECTRIC GUY WIRE EASEMENTS AND CITY OF TALLAHASSEE UTILITY EASEMENTS AS DEPICTED HEREON.

3. TO TALQUIN ELECTRIC COOPERATIVE INC., ALL TALQUIN UTILITY EASEMENTS AS DEPICTED HEREON.

4. TO THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS, PUBLIC DRAINAGE EASEMENTS, AND PUBLIC ROAD RIGHT-OF-WAYS 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 OFFICIAL ACTION OF THE PROPER OFFICIALS HAVING CHARGE OR JURISDICTION THEREOF.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

SUMMIT GROUP DEVELOPMENT OF TALLAHASSEE, INC.,  
A FLORIDA CORPORATION

WITNESS

WITNESS

BY:

CLAUDE R. WALKER  
ITS PRESIDENT

## ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF LEON

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS \_\_\_\_ DAY OF JUNE, 2020, BY CLAUDE R. WALKER AS PRESIDENT OF SUMMIT GROUP DEVELOPMENT OF TALLAHASSEE, INC., A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION. HE [ ] IS PERSONALLY KNOWN TO ME OR [ ] HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION AND WHO DID (DID NOT) TAKE AN OATH.

NOTARY PUBLIC  
PRINT NAME:  
MY COMMISSION EXPIRES: \_\_\_\_\_

## SITE PLAN REVIEW APPROVAL

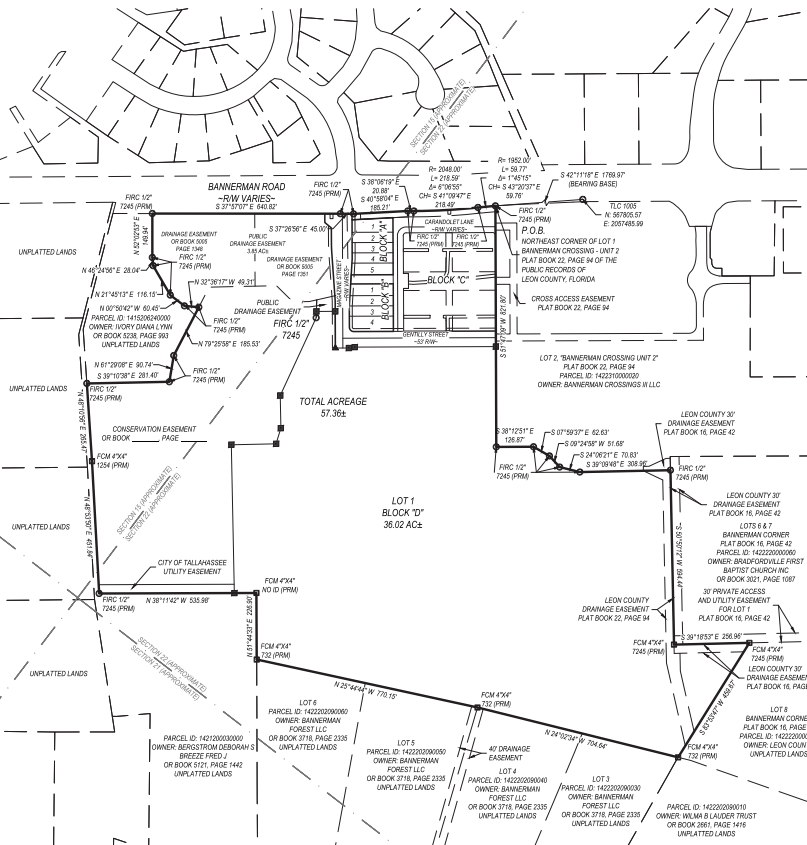
THIS PLAT CONFORMS TO THE SITE AND DEVELOPMENT PLAN APPROVAL PROVISIONS MADE BY THE DEPARTMENT OF DEVELOPMENT SUPPORT AND ENVIRONMENTAL MANAGEMENT.  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020 A.D.

COUNTY ADMINISTRATOR OR DESIGNEE

Moore Bass Consulting  
BANNERMAN PLAT P111 (01-20)

## BANNERMAN COMMONS - PHASE I

A SUBDIVISION LYING IN SECTIONS 15 AND 22, TOWNSHIP 2 NORTH, RANGE 1 EAST LEON COUNTY, FLORIDA  
ALSO A REPLAT OF LOT 1, BANNERMAN CROSSING - UNIT 2, PLAT BOOK 22, PAGE 94

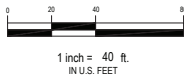




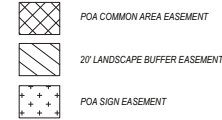
# BANNERMAN COMMONS - PHASE I

A SUBDIVISION LYING IN SECTIONS 15 AND 22; TOWNSHIP 2 NORTH; RANGE 1 EAST; LEON COUNTY, FLORIDA  
ALSO A REPLAT OF LOT 1, BANNERMAN CROSSING - UNIT 2, PLAT BOOK 22, PAGE 94

## GRAPHIC SCALE



## HATCH LEGEND



PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

NOT TO SCALE

SHEET 2/6

STANDARD ABBREVIATIONS:	
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SET 1/2"	SET 1/2" IRON ROD W/ CAP LB#7245
SNC	SET NAIL IN 1" CAP LB#7245
SWMP	STORMWATER MANAGEMENT FACILITY
T	TOWNSHIP
W	WEST

## SYMBOL AND HATCH LEGEND:

- FOUND 4"X4" CONCRETE MONUMENT (PRM) (#7245) (UNLESS LABELED OTHERWISE)
- SET PRM (PERMANENT REFERENCE MONUMENT): 4"X4" CONCRETE MONUMENT (#7245) (UNLESS LABELED OTHERWISE)
- ▲ SET PCP (PERMANENT CONTROL POINT): NAIL & CAP 1" (#7245)
- SET 1/2" IRON ROD W/ CAP (#7245)

## MONUMENT LEGEND:

- ALL PERMANENT REFERENCE MONUMENTS ARE MARKED WITH A NAIL HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.
- ALL PERMANENT CONTROL POINTS ARE MARKED WITH A 1/2" IRON ROD HAVING A PLASTIC CAP AS SHOWN, UNLESS NOTED OTHERWISE.
- ALL INTERIOR CORNERS ARE MARKED WITH A 1/2" IRON ROD HAVING A PLASTIC CAP AS SHOWN, UNLESS NOTED OTHERWISE.

## GENERAL NOTES:

- DATE OF BOUNDARY SURVEY IS JUNE 8, 2020.
- BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM.
- THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
- ALL PERMANENT CONTROL POINTS AND PERMANENT CONTROL MONUMENTS ARE MARKED AS SHOWN UNLESS OTHERWISE NOTED ON PLAT.
- ALL HORIZONTAL DISTANCES SHOWN HEREON ARE REFERENCED TO U.S. SURVEY FOOT.

## SURVEYOR'S CERTIFICATE:

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, PART 1, PLATTING, OF THE FLORIDA STATUTES AND WITH THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA (F.A.C. 5J-17).

LARRY D. DAVIS  
REGISTERED FLORIDA SURVEYOR NO. 5254  
MOORE BASS CONSULTING 805 NORTH GADSDEN STREET  
TALLAHASSEE, FLORIDA 32303 LICENSED BUSINESS NO. 7245

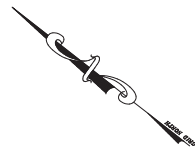


# BANNERMAN COMMONS - PHASE I

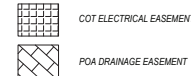
A SUBDIVISION LYING IN SECTIONS 15 AND 22; TOWNSHIP 2 NORTH; RANGE 1 EAST; LEON COUNTY, FLORIDA  
ALSO A REPLAT OF LOT 1, BANNERMAN CROSSING - UNIT 2, PLAT BOOK 22, PAGE 94

## GRAPHIC SCALE

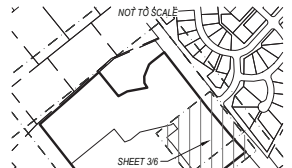
1 inch = 40 ft.  
IN U.S. FEET



## HATCH LEGEND



PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



## STANDARD ABBREVIATIONS:

LB800	PROFESSIONAL LAND SURVEY CERTIFICATE
CH	CENTERLINE
CL	CHORD BEARING AND DISTANCE
CDD	CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT
C.O.T.	CITY OF TALLAHASSEE
Δ	DELTA OR CENTRAL ANGLE
E	EAST
FCM	FOUND 4"x4" CONCRETE MONUMENT
FIP	FOUND IRON PIPE (AS LABELED)
FIR	FOUND IRON ROD (AS LABELED)
FIRC	FOUND IRON ROD W/ CAP (AS LABELED)
FIND	FOUND NAIL IN CAP (AS LABELED)
FPP	FOUND PINCHED IRON PIPE (AS LABELED)
GPS	GLOBAL POSITIONING SYSTEM
ID	IDENTIFICATION
L	ARC LENGTH
N	NORTH
O.R.P.G.	OFFICIAL RECORDS BOOK AND PAGE
P.B.P.G.	PLAT BOOK AND PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
POA	BANNERMAN COMMONS PROPERTY OWNERS ASSOCIATION
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
R	RANGE
R	RADIUS
(R)	RADIAL
R.O.W.	RIGHT-OF-WAY
SCM	SET 4"x4" CONCRETE MONUMENT LB#7245
SEC.	SECTION
SIRC	SET 1/2" IRON ROD W/ CAP LB#7245
SN	SET NAIL IN 1" CAP LB#7245
SWMF	STORMWATER MANAGEMENT FACILITY
T	TOWNSHIP
W	WEST

## SYMBOL AND HATCH LEGEND:

- FOUND IRON ROD AS LABELED
- FOUND 4"x4" CONCRETE MONUMENT (PRM) (#7245) (UNLESS LABELED OTHERWISE)
- SET PRM (PERMANENT REFERENCE MONUMENT): 4"x4" CONCRETE MONUMENT (#7245) (UNLESS LABELED OTHERWISE)
- ▲ SET PCP (PERMANENT CONTROL POINT): NAIL & CAP 1" (#7245)
- SET 1/2" IRON ROD W/ CAP (#7245)

## MONUMENT LEGEND:

- PRM ALL PERMANENT REFERENCE MONUMENTS ARE MARKED WITH A 4"x4" CONCRETE MONUMENT HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.
- PCP ALL PERMANENT CONTROL POINTS ARE MARKED WITH A NAIL HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.
- LB 7245 & SIRC ALL INTERIOR CORNERS ARE MARKED WITH A 1/2" IRON ROD HAVING A PLASTIC CAP AS SHOWN, UNLESS NOTED OTHERWISE.

## GENERAL NOTES:

- DATE OF BOUNDARY SURVEY IS JUNE 8, 2020.
- BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM.
- THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
- ALL PERMANENT CONTROL POINTS AND PERMANENT CONTROL MONUMENTS ARE MARKED AS SHOWN UNLESS OTHERWISE NOTED ON PLAT.
- ALL HORIZONTAL DISTANCES SHOWN HEREON ARE REFERENCED TO U.S. SURVEY FOOT.

## SURVEYOR'S CERTIFICATE:

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 COMPLES WITH BOTH CHAPTER 177, PART 1, PLATTING, OF THE FLORIDA STATUTES AND WITH THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA (F.A.C. 54-17).

LARRY D. DAVIS  
REGISTERED FLORIDA SURVEYOR NO. 5254  
MOORE BASS CONSULTING 805 NORTH GADSDEN STREET  
TALLAHASSEE, FLORIDA 32303 LICENSED BUSINESS NO. 7245

A SUBDIVISION LYING IN SECTIONS 15 AND 22; TOWNSHIP 2 NORTH; RANGE 1 EAST; LEON COUNTY, FLORIDA  
ALSO A REPLAT OF LOT 1, BANNERMAN CROSSING - UNIT 2, PLAT BOOK 22, PAGE 94

1 inch = 40 ft  
IN U.S. FEET

BANNERMAN ROAD  
~R/W VARIES~

HATCH LEGEND

 20' TALQUIN UTILITY EASEMENT

PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

NOT TO SCALE

STANDARD ABBREVIATIONS:

LB8000	PROFESSIONAL LAND SURVEY CERTIFICATE
CL	CENTER LINE
CH	CHANGING AND DISTANCE
CDD	CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT
C.O.T.	CITY OF TALLAHASSEE
CE	CELESTIAL OR CENTRAL ANGLE
E	EAST
FCM	FOUND AND FPM CONCRETE MONUMENT
FIP	FOUND FPM IRON PIPE (AS LABELED)
FIR	FOUND IRON ROD (AS LABELED)
FIRC	FOUND IRON CROWN (AS LABELED)
FIND	FOUND NAIL IN CAP (AS LABELED)
FIND	FOUND
FIP	FOUND FPM IRON PIPE (AS LABELED)
GPS	GLOBAL POSITIONING SYSTEM
LD	DEMARCATION
L*	ARC LENGTH
N	NORTH
O.B.P.	OFFICIAL RECORDS BOOK AND PAGE
P.B.P.	PLAT BOOK AND PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PCA	BANNERMAN COMMONS PROPERTY OWNERS ASSOCIATION
PEP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
R	RANGE
R*	RADIUS
R	RADIAL
ROW	RIGHT-OF-WAY OR CAPAS
S	SOUTH
SCM	SECTION
SEC	SET 1/4" CONCRETE MONUMENT LB8745
SIRC	SET 1/2" IRON ROD IN CAP LB8745
ENC	ENCLOSURE IN "C" DRAWING
SWAF	STORMWATER MANAGEMENT FACILITY
T	TOWNSHIP
W	WEST

SYMBOL AND HATCH LEGEND:

- FOUND IRON ROD AS LABELED
- ▣ FOUND 4"x4" CONCRETE MONUMENT (PRM) (#7245)  
(UNLESS LABELED OTHERWISE)
- SET PRM (PERMANENT REFERENCE MONUMENT):  
4"x4" CONCRETE MONUMENT (#7245)  
(UNLESS LABELED OTHERWISE)
- ▲ SET PCP (PERMANENT CONTROL POINT):  
NAIL & CAP 1" (#7245)
- SET ½" IRON ROD W/CAP (#7245)

## MONUMENT LEGEND

- ALL PERMANENT REFERENCE MONUMENTS ARE MARKED WITH A 4"x4" CONCRETE MONUMENT HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.

ALL PERMANENT CONTROL POINTS ARE MARKED WITH A NAIL HAVING A METAL CAP AS SHOWN, UNLESS NOTED OTHERWISE.

ALL INTERIOR CORNERS ARE MARKED WITH A 1/2" IRON ROD HAVING A PLASTIC CAP AS SHOWN, UNLESS NOTED OTHERWISE.

## GENERAL NOTES

1. DATE OF BOUNDARY SURVEY IS JUNE 6, 2020.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM.
3. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
4. ALL PERMANENT CONTROL POINTS AND PERMANENT CONTROL MONUMENTS ARE MARKED AS SHOWN UNLESS OTHERWISE NOTED ON PLAT.
5. ALL HORIZONTAL DISTANCES SHOWN HEREON ARE REFERENCED TO U.S. SURVEY FOOT.

## SURVEYOR'S CERTIFICATE:

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LARRY D. DAVIS  
REGISTERED FLORIDA SURVEYOR NO. 5254  
MOORE BASS CONSULTING 805 NORTH GADSDEN STREET  
TALLAHASSEE, FLORIDA 32303 LICENSED BUSINESS NO. 7245

LOT 1  
BLOCK "D"

Page 387 of 1094

Posted September 7, 2020 **SHEET 4 OF 6**





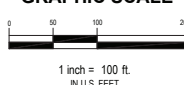
# BANNERMAN COMMONS - PHASE I

A SUBDIVISION LYING IN SECTIONS 15 AND 22; TOWNSHIP 2 NORTH; RANGE 1 EAST; LEON COUNTY, FLORIDA  
ALSO A REPLAT OF LOT 1, BANNERMAN CROSSING - UNIT 2, PLAT BOOK 22, PAGE 94

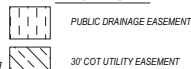
PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_



## GRAPHIC SCALE



## HATCH LEGEND



## STANDARD ABBREVIATIONS:

LSR000	PROFESSIONAL LAND SURVEY CERTIFICATE
CL	CENTERLINE
CH	CHORD BEARING AND DISTANCE
CCD	CAPITAL REGION COMMUNITY DEVELOPMENT DISTRICT
C.O.T.	CITY OF TALLAHASSEE
Δ	DELTA OR CENTRAL ANGLE
E	EAST
FCM	FOUND 4\"/>

## SYMBOL AND HATCH LEGEND:

- FOUND IRON ROD AS LABELED
- FOUND 4\"/>

## MONUMENT LEGEND:

- PRM ○ ALL PERMANENT REFERENCE MONUMENTS ARE MARKED WITH A 4\"/>

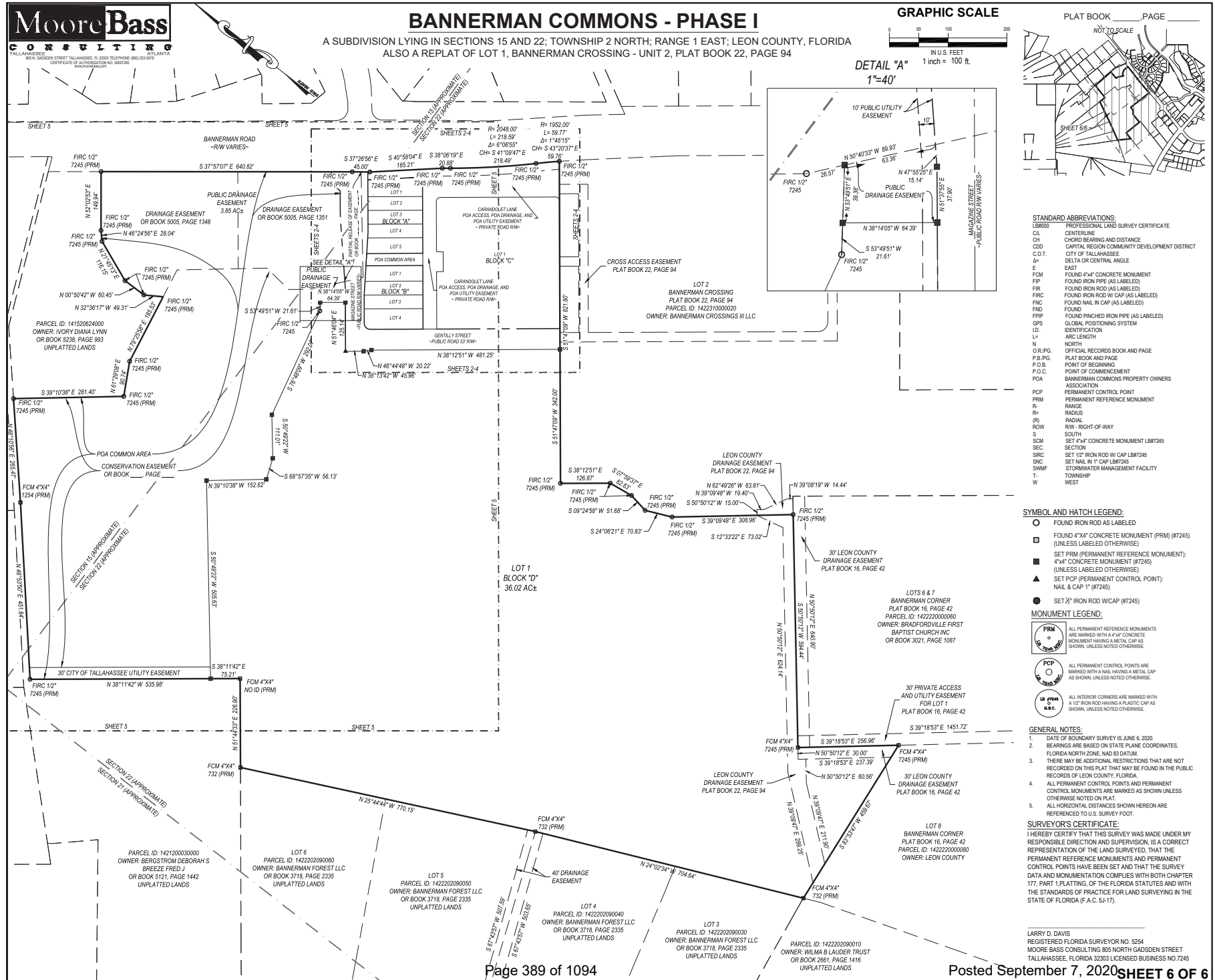
## GENERAL NOTES:

- DATE OF BOUNDARY SURVEY IS JUNE 8, 2020.
- BEARINGS ARE BASED ON STATE PLANE COORDINATES, FLORIDA NORTH ZONE, NAD 83 DATUM.
- THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.
- ALL PERMANENT CONTROL POINTS AND PERMANENT CONTROL MONUMENTS ARE MARKED AS SHOWN UNLESS OTHERWISE NOTED ON PLAT.
- ALL HORIZONTAL DISTANCES SHOWN HEREON ARE REFERENCED TO U.S. SURVEY FOOT.

## SURVEYOR'S CERTIFICATE:

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 COMPLES WITH BOTH CHAPTER 177, PART 1, PLATTING, OF THE FLORIDA STATUTES AND WITH THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA (F.A.C. 5A-17).

LARRY D. DAVIS  
REGISTERED FLORIDA SURVEYOR NO. 5254  
MOORE BASS CONSULTING 805 NORTH GADSDEN STREET  
TALLAHASSEE, FLORIDA 32303 LICENSED BUSINESS NO. 7245



## PERFORMANCE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, between **SUMMIT GROUP DEVELOPMENT OF TALLAHASSEE, INC.**, a Florida corporation, whose mailing address is **3425 Bannerman Road #105-428, Tallahassee, Leon, FL 32312** hereinafter collectively called the “DEVELOPER,” and **LEON COUNTY, FLORIDA**, a charter county and a political subdivision of the State of Florida, hereinafter called the “COUNTY.

WHEREAS, the Developer will present to the Board of County Commissioners of Leon County, Florida, a certain map or plat of a subdivision named and designated **Bannerman Commons Phase 1 Subdivision** which map or plat is hereby referred to and made a part hereof by reference, and,

WHEREAS, as a condition to the acceptance and recording of said map or plat, the County has required that the Developer enter into an agreement to construct and install the final overlay of asphalt, any work/repair to the initial base asphalt, temporary pavement markings and final thermoplastic pavement markings on the subdivision streets, any work/repair of concrete sidewalks, curbing, driveways, etc., installation of all ADA mats at each curb ramps, any work/repair to the stormwater conveyance system, all monumentation, installation of the mail kiosk, and installation of landscaping and all other improvements in said subdivision in accordance with plans and specifications approved by the County within a period of one (1) year from date hereof and to post surety in the amount of \$173,668.00 conditioned for the faithful performance of said agreement.

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the Developer hereby agrees to construct and install the final overlay of asphalt, any work/repair to the initial base asphalt, temporary pavement markings and final thermoplastic pavement markings on the subdivision streets, any work/repair of concrete sidewalks, curbing, driveways, etc., installation of all ADA mats at each curb ramps, any work/repair to the stormwater conveyance system, installation of all monumentation, installation of the mail kiosk, and installation of landscaping and all other improvements in **Bannerman Commons Phase 1 Subdivision** in accordance with plans and specifications approved by the County, within a period of one (1) year from date hereof.



PERFORMANCE OF THIS AGREEMENT by the Developer shall be secured by an Surety Bond in the amount of \$173,668.00 with surety thereon approved by the County.

IN WITNESS WHEREOF, SUMMIT GROUP DEVELOPMENT OF TALLAHASSEE, INC., and LEON COUNTY have caused these presents to be executed in their names on the date first above written, its corporate seal affixed by its appropriate officers and Leon County Commissioners and its seal affixed by the Clerk of said Board, the day and year first above written.

(Witnesses)

Tina Braswell (signature)

Tina Braswell (typed or printed name)

Scott Mainwaring (signature)

Scott Mainwaring (typed or printed name)

DEVELOPER:

SUMMIT GROUP DEVELOPMENT  
OF TALLAHASSEE, INC.

By: Claude Walker (seal)

As its: President

Date: August 19, 2020

COUNTY OF LEON  
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 19 day of August, 2020, by Claude Walker, on behalf of Summit Group Development of Tallahassee, Inc. and who is personally known to me, or has produced \_\_\_\_\_ as identification.

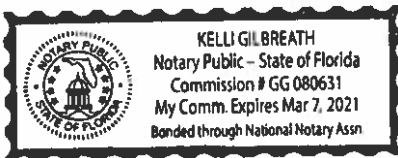
NOTARY PUBLIC

Signature Kelli Gilbreath

Typed or Printed Name Kelli Gilbreath

Commission Number GG 080631

My Commission expires march 7, 2021



LEON COUNTY, FLORIDA

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

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

APPROVED AS TO LEGAL SUFFICIENCY:  
Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

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

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

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



**PERFORMANCE BOND**  
(Subdivision Improvements)

**Bond No. : 3407920**

**WHEREAS, SUMMIT GROUP DEVELOPMENT OF TALLAHASSEE, INC.** (herein designated as "Principal"), and **LEON COUNTY, FLORIDA** (herein designated as "Obligee ") have entered into an agreement whereby Principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated June 26, 2020 and identified as project **BANNERMAN PHASE 1 SUBDIVISION**, is hereby referred to and made a part hereof; and,

**WHEREAS**, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

**NOW, THEREFORE**, we, the Principal and **SURETEC INSURANCE COMPANY**, as surety, are held and firmly bound unto the Obligee in the penal sum of **ONE HUNDRED SEVENTY THREE THOUSAND SIX HUNDRED SIXTY-EIGHT AND 00/100 dollars (\$173,668.00)** lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. This bond will remain in effect until the Principal has performed all obligations required by Obligee in connection with said improvements.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications, however, the Surety shall not be liable for a greater sum than the amount specified in the bond.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on JUNE 26, 2020.

**Principal**

SUMMIT GROUP DEVELOPMENT OF TALLAHASSEE, INC.

By: 

**Surety**

SURETEC INSURANCE COMPANY

By: 

TYLER D. DEBORD, Attorney-In-Fact



POA #: 910028

## SureTec Insurance Company LIMITED POWER OF ATTORNEY

*Know All Men by These Presents*, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Pamela J. Thompson, Stephen P. Farmer, Tyler D. DeBord

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

One Million and 00/100 Dollars (\$1,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

*In Witness Whereof*, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 2nd day of April A.D. 2020.



SURETEC INSURANCE COMPANY

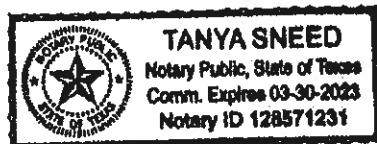
By:

*Michael C. Keimig*  
Michael C. Keimig, President

State of Texas  
County of Harris

SS:

On this 2nd day of April A.D. 2020 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



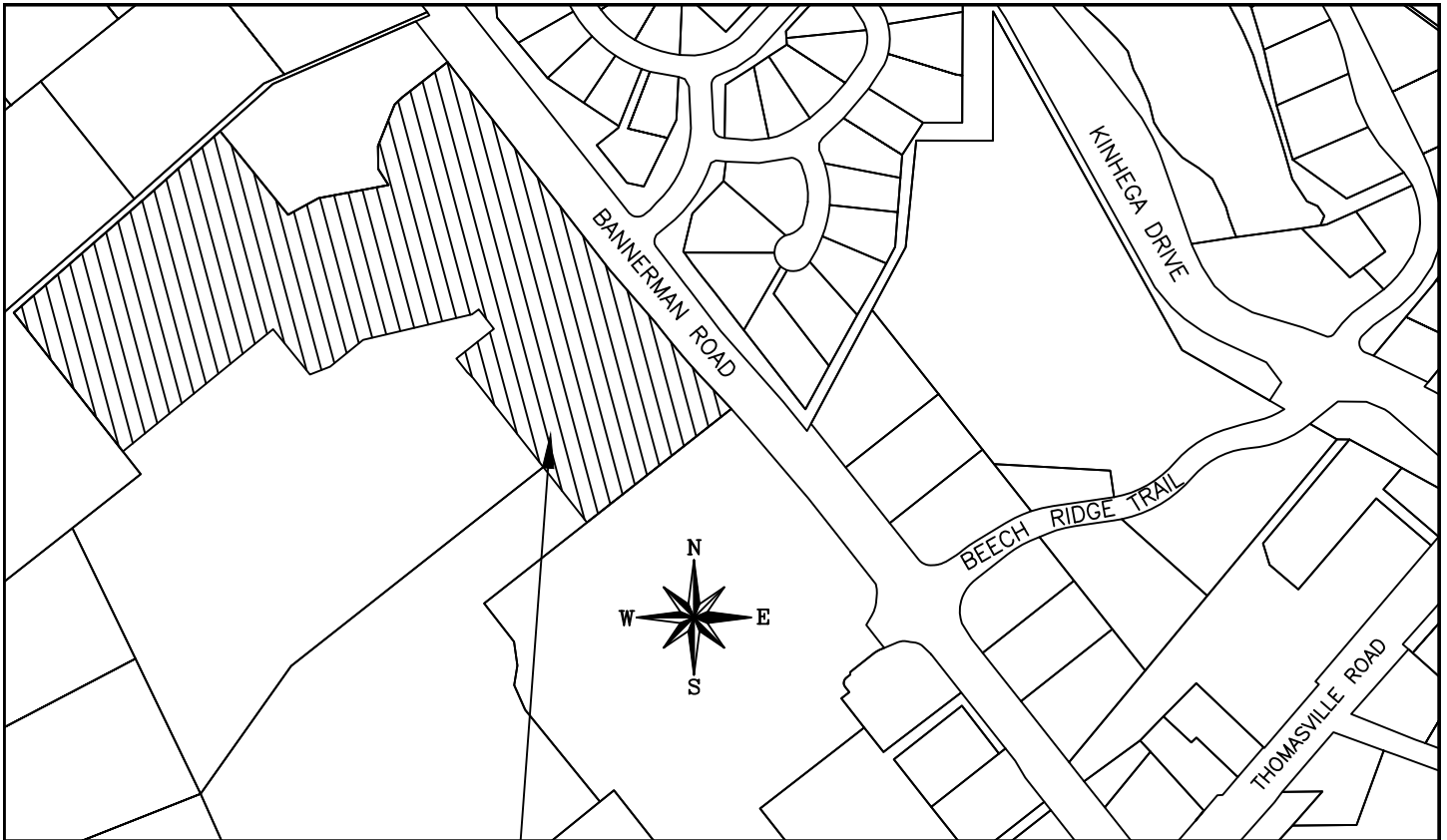
*Tanya Sneed*  
Tanya Sneed, Notary Public  
My commission expires March 30, 2023

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 26th day of June, 2020, A.D.

*M. Brent Beaty*  
M. Brent Beaty, Assistant Secretary

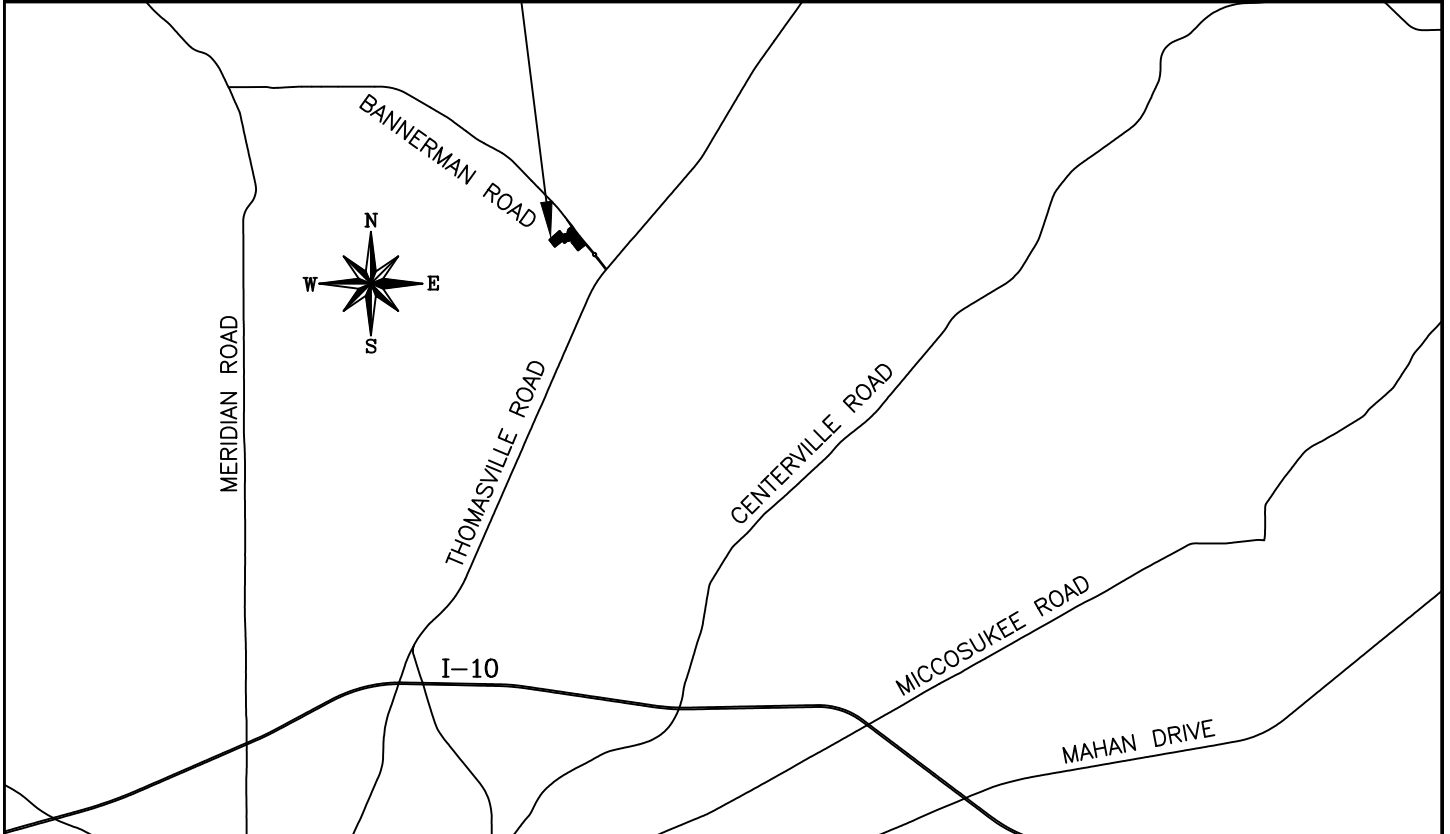
Any instrument issued in excess of the penalty stated above is totally void and without any validity. 910028  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



## SITE MAP

SCALE 1" = 500'

## BANNERMAN COMMONS, PHASE 1



## LOCATION MAP

SCALE 1" = 10,000'



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyfl.gov

### Commissioners

NICK MADDOX  
At-Large  
Chairman

JIMBO JACKSON  
District 2  
Vice Chairman

BILL PROCTOR  
District 1

JOHN E. DAILEY  
District 3

BRYAN DESLOGE  
District 4

KRISTIN DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

VINCENT S. LONG  
County Administrator

HERBERT W.A. THIELE  
County Attorney

Department of Development Support & Environmental Management  
Development Services Division  
Renaissance Center, 2<sup>nd</sup> Floor  
435 North Macomb Street  
Tallahassee, Florida 32301-1019  
Phone (850) 606-1300

September 5, 2018

Moore Bass Consulting, Inc.  
c/o Ben Hood, P.E.  
805 N. Gadsden Street  
Tallahassee, FL 32303

RE: Bannerman Residential, Type "B" Site and Development Plan  
Approval with Conditions  
Project ID: (LSP180021) - CPA Track  
Tax Parcel Identification Numbers: 14-22-20-209-007-0 and 14-22-28-000-001-0

Dear Mr. Hood:

We have completed the review process for the Bannerman Residential Type "B" site and development plan. Review of the application was completed in accordance with the requirements for review and approval for site plans established in Article VII of the Leon County Land Development Code (LDC, Chapter 10, Code of Laws). The application is hereby approved, subject to conditions and resolution of deficiencies outlined in the staff reports, mark-ups included on the proposed site plan in Project Dox and specified on the record at the meeting.

The Development Review Committee (DRC) approved three requests for deviations to the following development standards in the LDC: (1) Section 10-7.522 - eliminated the required Type "B" buffer between the proposed development and the adjacent non-residential development (Bannerman Crossing) to the east; (2) Section 10-6.6.637.5 - reduced the setback requirements for single-family attached dwelling units, zero-lot line single-family detached dwelling units and single-family detached dwelling units; (3) Section 10-6.678(c)(5) - allowed a reduction in the required 25 foot vegetated buffer adjacent to PID#14-21-20-003-000-0 to 20 feet, required native vegetation, as feasible, in the common area behind the units in Block "H", and eliminated the 25 foot buffer requirement between the stormwater management facility and the southern boundary line. The requests for deviation were determined consistent with the criteria for granting a deviation in Section 10-1.106 of the LDC (Deviation from Development Standards) and the Tallahassee-Leon County Comprehensive Plan.

The DRC also determined, pursuant to Section 10-7.502(b)(2)(e)(i), that an interconnection between the subject site and the adjacent property to the east (PID#14-22-22-000-006-0, Bradfordville First Baptist Church) was not required due to drainage constraints between the properties and a conservation easement located on the western portion of the church property.

Bannerman Residential  
Project ID: LSP180021  
September 5, 2018  
Page 2

Prior to commencement of on-site development or construction activities, the applicant shall file and receive an approved environmental management permit for this project. Please refer to the staff report and conditions outlined in the Environmental Services and Public Works staff reports.

The application proposes division of the property wherein a final plat must be accepted by the Board of County Commissioners and executed in the Public Records of Leon County. Acceptance of a plat may only occur upon confirmation that all required improvements and infrastructure are installed and inspected by Leon County. No building permits will be issued until such time all required infrastructure improvements are constructed and completed by the developer or agents and inspected and approved by the County.

Any modifications or amendments to the site plan shall be reviewed consistent with the criteria outlined in Section 10-7.411 of the LDC, *modifications to approved subdivisions or site and development plans*. Revisions to approved site and development plans not determined to be minor, shall be reviewed consistent with the site and development plan review thresholds included in Section 10-7.402 of the LDC, *development review and approval system*.

This approval shall remain in effect until full development build-out. The approval shall expire if substantial and observable development has not commenced within three (3) years of the date of this approval or, substantial and observable development ceases for a period of three (3) years before the project is complete and certificates of occupancy have been issued (Sec. 10-7.410, LDC).

If you have any questions, please do not hesitate to contact me at (850) 606-1300 or send email to "culpepperr@leoncountyfl.gov".

Sincerely,



David R. McDevitt

Director, Development Support and Environmental Management

cc: Bannerman Forest, LLC, 2073 Summit Lake Drive, Tallahassee, FL 32303  
Project Dox - LSP180021

I hereby certify that this order was rendered unto me this 5<sup>th</sup> day of Sept., 2018.



Pam Scott

Clerk of the Development Review Committee





# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountycl.gov

### Commissioners

BRYAN DESLOGE

District 4  
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RICK MINOR

District 3  
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BILL PROCTOR

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KRISTIN DOZIER

District 5

MARY ANN LINDLEY

At-Large

NICK MADDOX

At-Large

VINCENT S. LONG

County Administrator

HERBERT W.A. THIELE

County Attorney

DEPARTMENT OF DEVELOPMENT SUPPORT  
& ENVIRONMENTAL MANAGEMENT  
DEVELOPMENT SERVICES DIVISION  
Renaissance Center, 2<sup>nd</sup> Floor  
435 North Macomb Street  
Tallahassee, FL 32301-1019  
(850) 606-1300

January 27, 2020

Moore Bass Consulting, Inc.  
c/o Ben Hood, P.E.  
805 N. Gadsden Street  
Tallahassee, FL 32303

RE: Minor Modification to Bannerman Residential, a Type "B" Site and Development Plan  
(LSP180021)  
PID#s: 14-22-20-209-007-0 and 14-22-28-000-001-0

Dear Mr. Hood:

The request for Minor Modification to the Bannerman Residential Type "B" Site and Development Plan (LSP180021) has been approved by the Department of Development Support and Environmental Management in accordance with Section 10-7.411 of the Leon County Land Development Code (LDC), *Modifications to Approved Subdivisions or Site and Development Plans*.

The request for modification included a revision of Phase 1, specifically the condominium area (Lot 1, Block "C") of the approved site and development plan. The new plan revises the Lot 1, Block "C" component from 22 attached single-family dwelling units to 16 detached single-family dwelling units. The modification also includes associated revisions to the pedestrian corridor between the units, water and sewer service locations, and yard drain locations.

Pursuant to Section 10-7.410 of the LDC, this site and development plan approval shall remain in effect until full build-out of the proposed improvements. This approval shall expire if (a) substantial and observable development has not begun within three years of the date of approval; or (b) substantial and observable development ceases for a period of three years before the project is complete. Additional three-year extensions may be requested upon demonstration of good faith effort and hardship that is not self-created. Any modifications to the site and development plan from this point forward shall require additional review consistent with the criterion set forth in Article VII, Division 4, Section 10-7.411 of the LDC.

Sincerely,

Ryan Culpepper, AICP  
Director, Development Services Division

cc: Bannerman Forest, LLC, 2073 Summit Lake Drive, Tallahassee, FL 32303  
ProjectDox File LSP180021



# Leon County

## Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301  
(850) 606-5302 www.leoncountyfl.gov

### Commissioners

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KRISTIN DOZIER  
District 5

MARY ANN LINDLEY  
At-Large

NICK MADDOX  
At-Large

VINCENT S. LONG  
County Administrator

CHASITY H. O'STEEN  
County Attorney

Department of Development Support &  
Environmental Management  
Development Services Division  
Renaissance Center, 2<sup>nd</sup> Floor  
435 North Macomb Street  
Tallahassee, Florida 32301-1019  
Phone (850) 606-1300

August 20, 2020

Ben Hood, PE  
Moore Bass Consultants, Inc.  
805 N. Gadsden Street  
Tallahassee, FL 32303

Bannerman Commons Type "B" Site and Development Plan  
Minor Modification Approval for Name Change  
Leon County Project ID No.: LSP180021 (FDPA Track)

Dear Mr. Hood:

Your request for Minor Modification has been approved in accordance with the requirements for modifications to approved site and development plans established in Article VII, Division 4 (§ 10-7.411) of the Leon County Land Development Code (LDC) – Chapter 10, Leon County Code of Laws. The Minor Modification approval only authorizes the name change from "Bannerman Residential" to "Bannerman Commons." All other site plan design, layout and conditions included as part of the DRC approval remain in effect.

This site plan approval shall remain in effect until full development build-out. However, the site plan approval shall expire if substantial and observable development has not begun within three (3) years of the date of approval or substantial and observable development ceases for a period of three (3) years before the project is complete and certificates of occupancy have been issued.

Should you have any questions, please contact Scott Brockmeier at 850-606-1317.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Brockmeier".

Scott Brockmeier, CPM, Development Services Administrator  
Department of Development Support and Environmental Management

cc: Project Dox – LSP180021

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #20**

# Leon County Board of County Commissioners

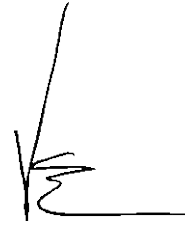
## Agenda Item #20

September 15, 2020

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

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

**Title:** 2020 Leon County Annual Report



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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>	Mathieu Cavell, Assistant to the County Administrator Sara Pratt, Senior Public Information Specialist Abigail Sanders, Public Information Specialist

### **Statement of Issue:**

This item serves to present the County Administrator's 2020 Annual Report pursuant to Policy No. 11-6 and Section 125.85(1), Florida Statutes.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #1: Accept the 2020 Leon County Annual Report.

## **Report and Discussion**

### **Background:**

This item presents the Leon County 2020 Annual Report. Policy No. 11-6, “County Administrator Performance Evaluation and Annual Reporting Process” requires the County Administrator to prepare an annual report, which provides a detailed analysis, summarizing the state of the County, based upon the prior fiscal year, and present the report for acceptance by the Board at the second regularly scheduled Board meeting in September of each year. Additionally, the policy requires presentation of the annual report to at least two community meetings conducted outside of the Courthouse, and to publish a summary of the annual report in a newspaper of general circulation.

The reporting requirements set forth in Policy No. 11-6 are consistent with Section 125.85(1), Florida Statutes, to “Report annually, or more often if necessary, to the board of county commissioners and to the citizens on the state of the county, the work of the previous year, recommendations for action or programs for improvement of the county, and the welfare of its residents.”

### **Analysis:**

Consistent with the Policy, the County Administrator has prepared the 2020 Leon County Annual Report. The annual report will be distributed during the September 15, 2020 Board meeting, and a brief presentation has been prepared for the meeting.

Additionally, consistent with Board policy, the County Administrator will present the annual report at two meetings outside of the Courthouse, and a summary of the annual report will be published in a newspaper of general circulation.

### **Options:**

1. Accept the 2020 Leon County Annual Report.
2. Do not accept the 2020 Leon County Annual Report.
3. Board direction.

### **Recommendation:**

Option #1

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #21**

# Leon County Board of County Commissioners


## Agenda Item #21

September 15, 2020

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

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

**Title:** Status Report on Use of County Parks for Organized Outdoor Sports and Athletic Events During COVID-19



<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Ken Morris, Assistant County Administrator Maggie Theriot, Director, Office of Resource Stewardship Leigh Davis, Director, Parks & Recreation Kerri Post, Director, Division of Tourism Amanda Heidecker, Senior Sales and Sports Manager

### **Statement of Issue:**

With high schools and colleges making their announcements related to Fall sports, some youth leagues conducting sign-ups for Fall sports, and several upcoming cross country events tentatively scheduled at Apalachee Regional Park, this item provides a status report for the Board's consideration regarding the use of County parks for organized outdoor sports and athletic events during COVID-19.

### **Fiscal Impact:**

Should the Board allow the use of County parks for organized outdoor sports, entirely or in part, there would be a fiscal impact related to the collection of facility user fees, sponsorship of cross country races, and revenues generated by the direct spending of visitors to the community.

### **Staff Recommendation:**

See next page.

**Staff Recommendation:**

- Option #1: Accept the report on Re-opening County Parks for Organized Outdoor Sports and Athletic Events.
- Option #2: Direct staff to modify Phase 2 of the *Leon County COVID-19 Response and Re-opening Plan* to authorize organized cross country practices and events at County facilities with the following protocols:
- a. Prohibit spectators and nonessential personnel at cross country races
  - b. Require everyone at a cross country race to wear a face cover unless they are actively competing or have a chronic pre-existing or demonstrable medical condition.
  - c. Require everyone to be screened for COVID-19 symptoms, including temperature checks, prior to admission to the designated cross country race area.
  - d. Require all competitors, coaches, and their essential personnel to test negative for COVID-19 within 72 hours of a cross country race with competitors from outside the four-county region (Leon, Gadsden, Wakulla, and Jefferson Counties).



## Report and Discussion

### **Background:**

With high schools and colleges making their announcements related to Fall sports, some youth leagues conducting sign-ups for Fall sports, and several upcoming cross country events tentatively scheduled at Apalachee Regional Park, this item provides a status report for the Board's consideration regarding the use of County parks for organized outdoor sports and athletic events during COVID-19.

Leon County is currently in Phase 2 of the *Leon County COVID-19 Response and Re-opening Plan* (Re-opening Plan) which allows for passive recreation (use of Greenways and trails, dog parks, and campgrounds) and prohibits the use of community centers, playgrounds, and recreation fields for organized team sports activities (football, baseball, etc.). The County's Re-opening Plan anticipates that these activities *may re-open* under Phase 3, however, the Board has the discretion to adjust current re-opening policies and practices based on local conditions.

Consistent with public health guidance and explained in detail in this item, the analysis does not support the re-opening of County facilities for organized youth sports, playgrounds, or community centers which promote larger gatherings of people in close proximity to one another. By every measure of risk assessment, team-based contact sports such as youth football and baseball are among the elevated or highest risk sports to compete in during COVID-19. Cheerleading, which is organized by Pop Warner, is among the lowest risk sports but is associated with supporting (cheering on) youth football. Without youth sports to cheer on, staff does not recommend authorizing cheerleading during Phase 2. This item does recommend allowing organized cross country activities to take place at County facilities during Phase 2 with very strict protocols to mitigate the spread of the virus (Option #2). As a noncontact sport with no shared equipment, cross country is considered a moderate risk sport due to the large crowd of spectators and participants whom travel from many parts of the state or country. These risks can be mitigated to allow races to take place this Fall season.

On June 9, 2020, a special meeting of the Board was held to discuss the County's transition to Phase 2 of the Re-opening Plan following an Executive Order by Governor DeSantis. At that time, the Board discussed the ongoing restricted use of certain County facilities which typically attract gatherings of people such as libraries and parks. The Board considered public comments seeking to allow organized team sports to resume competitive sports and league activities at County parks with new mitigation protocols. Following a discussion of the United States Centers for Disease Control and Prevention (CDC) guidance for organized youth sports and the County's inability to enforce social distancing and other mitigation protocols proposed by these leagues, the Board accepted the report on Phase 2 of the County's Re-opening plan without modifications.

Organized sports (practice and games) at County facilities remain prohibited in the interest of safety to participants, spectators and the larger community in accordance with the County's Re-opening Plan. The decision to limit activities at County parks and facilities were reached after careful consideration of the guidance offered by public health officials and in the interest of doing everything possible to mitigate, rather than perpetuate, the spread of the virus. Athletic fields

remain open for individuals, family units, and groups of no more than 10 people to use for recreation. Participants are encouraged to follow CDC recommendations for social distancing and hygiene.

Since the June 9<sup>th</sup> Board meeting, the County continued to receive emails from local youth sports organizations seeking authorization to utilize County parks and parents mostly in favor of resuming these activities. The organized Fall sports hosted at County facilities include Little League baseball and Pop Warner football and cheerleading. Both Little League and Pop Warner have mitigation plans for resuming programming through their national organizations. The two organizations have indicated that they are committed to ensuring these guidelines are followed and, given the County's operating model as a facility provider only, they acknowledge it would be incumbent upon their own coaches and volunteers to monitor and enforce the protocols.

The return of in-classroom instruction at local universities and K-12 schools has also contributed to the growing demand to resume the Fall sports calendar. In addition to youth sports leagues, recent decisions at the collegiate and K-12 school levels to resume Fall sports have resulted in requests to allow cross country events and activities specifically at Apalachee Regional Park (ARP). The County has received a verbal request from Leon County Schools and written requests from Florida State University, Tallahassee Community College, and the Florida High School Athletic Association seeking the use of ARP this Fall for practice, meets, and championship cross country events which draw visitors and support economic development through tourism (Attachment #1).

Unrelated to the COVID-19 pandemic, the availability of the cross country course at ARP has been limited while improvements are underway in anticipation of hosting the NCAA National Cross Country Championship race in 2021. Prior to the pandemic, ARP was scheduled to be closed to the public this Fall for team practices until construction is complete in late 2020 with exception to eight cross country meets scheduled at the park. Most of these scheduled cross country meets are associated with the local universities and school system, or their state/national sanctioning bodies, and draw a significant number of visitors to the community. The first racing weekend of the season at ARP is tentatively scheduled for October 2<sup>nd</sup> and 3<sup>rd</sup> and was expected to draw over 3,000 runners prior to the pandemic. The race organizers are seeking to affirm whether the park will be available for this event.

Based on local conditions, the Board has the discretion to adjust the current policies and practices enumerated in the County's Re-opening Plan so long as there is not a conflict with recent Executive Orders by the Governor. The Board may choose to accept the status report and continue on the path outlined in Phase 2 (Option #1) or provide specific guidance to modify Phase 2 of the Re-opening Plan to allow certain activities which are not scheduled to resume until Phase 3.

While this item addresses Fall sports, a similar agenda item and analysis addressing spring sports will be prepared for Board consideration at a future meeting taking into account the local health conditions and health guidance at that time.

**Analysis:**

In providing a status report for the Board's consideration regarding the use of County parks for organized outdoor sports and athletic events during COVID-19, this analysis retraces the economic and social shutdown that occurred due to the COVID-19 pandemic and the crafting of the County's Re-opening Plan guided by health data to mitigate spikes in new cases, protect lives, and recover economically. The analysis also explores whether the County can facilitate groups of people gathering on athletic fields for organized team sports in accordance with public health guidance to protect the public. This includes the latest guidance published by leading public health organizations and epidemiological experts related to the safe re-opening of organized sports and athletic events which informs the analysis with regard to the proposed activity, risk assessment, sufficiency of mitigation protocols, and available health data.

The *Leon County COVID-19 Response and Re-opening Plan* provides a framework and guidance for the community to both navigate and plan for the phases of re-opening in a manner that minimizes the risk of resurgence and protects the most vulnerable from COVID-19. While the Governor's Re-opening Plan details the operational restrictions for private businesses, each phase of the County's Re-opening Plan provides specific guidelines for individuals, employers, and Leon County Government within the parameters outlined by the state. The County's Re-opening Plan also outlines its strategy for the planned restoration of County services, operations and facilities for public use in three sequential phases based upon the public health-related gating criteria developed by the CDC to advance from one phase to the next. Designed to ensure the vital health, welfare, and safety of County employees and general public, the County's phased Re-opening Plan is a public document that facilitates clear expectations and communications during the pandemic.

The implementation of the County's phased Re-opening Plan has undoubtedly altered our daily routines, public interactions, and the appearance of workplaces and employees. As a county government we are in a much different position than youth sports leagues, universities, or local schools in that the County has the foremost responsibility to protect the whole community, including the most vulnerable, by mitigating the spread of this virus for which there is no vaccine. The County's response to COVID-19 represents the longest and most extensive emergency activation in the history of our community. Since the beginning of the pandemic, Leon County has focused its COVID-19 efforts to protect the public by distributing more than 1.25 million pieces of personal protective equipment (PPE), coordinating with public health officials to ensure hospital capacity, providing PPE and financial support to affected local businesses, and continuously communicate public health guidance to mitigate the transmission of the virus.

Currently in Phase 2 of the Re-opening Plan, the County allows for passive recreation (use of Greenways and trails, dog parks, tennis courts, and campgrounds) and prohibits the use of community centers, playgrounds, and recreation fields for organized team sports activities (football, baseball, etc.). These prohibited activities *may re-open* under Phase 3 of the County's Re-opening Plan based on federal, state, and Board guidance. The following sections retrace the early stages of the pandemic, declarations of a state of emergency, and economic shutdown which necessitated the crafting national, state, and local re-opening plans. Thereafter, an analysis is provided on the published guidance by leading public health organizations and epidemiological experts related to the safe re-opening of organized sports and athletic events, the status of parks

and recreational facilities in other jurisdictions, and the requests by local youth sports organizations, universities, and K-12 schools to allow organized sports at County parks.

#### State of Emergency and Shutdown

The COVID-19 pandemic and the sustained global economic disruption surrounding the public health emergency has impacted governments, businesses, and individuals across the world. As the economic impacts of COVID-19 continue to rapidly evolve across the United States, federal, state, and local governments have taken actions to provide aid to individuals and businesses affected by the virus.

On March 1<sup>st</sup>, Governor Ron DeSantis issued an executive order that outlined the State's response to COVID-19, designated the Florida Department of Health as the lead state agency to coordinate emergency response activities, and directed the State's Surgeon General to issue a public health emergency which provides authority for the State Health Officer to take actions necessary to protect the public health. The Governor declared a state of emergency for COVID-19 on March 9, 2020. On March 10, the County activated its Emergency Operations Center (EOC), which remains active at this time to assist in convening response agencies, providing coordination, and aligning public information efforts in support of the Florida Department of Health, the lead agency designated by the Governor to coordinate the state's response efforts to COVID-19.

On March 13, the Governor and the Commissioner of Education ordered all school districts in the State of Florida to close for two weeks, which was later extended through the remainder of the 2019-2020 academic year. Throughout March and early April, the State and its agencies took various steps to contain and mitigate the spread of the virus while seeking to limit its impact on the State's economy. The Governor issued executive orders aimed at reducing the spread of the virus within the State and preparing local governments and medical professionals to ready appropriate responses to the virus across Florida's 67 counties. This included establishing FDOH as the lead agency to inform the public through the duration of the declared state of emergency and authorizing state facilities to close in cities/counties directly impact by the COVID-19 outbreak.

Consistent with the national, state, and local efforts to stem the transmission of COVID-19, Leon County announced that the following County facilities would close beginning Saturday, March 14:

- Leon County Main Library and all County branch library locations
- All County community centers
- All County campgrounds
- All County pavilions and special event authorizations
- All County active park recreation facilities to organized team sports

On March 16, the Chairman issued a declared local state of emergency due to COVID-19. The declaration ensured that the County was able to quickly obtain critical supplies, expedite County emergency response efforts, seek federal reimbursement for emergency-related expenses, and coordinate with other response agencies statewide. The County's declaration aligned with similar declarations from the State of Florida and the federal government.

On March 25, 2020, the local state of emergency was revised to include a “Stay-at-Home” order which instituted measures consistent with local, state, and national health expert guidance strongly encouraging social distancing and limiting public gathering. These measures included encouraging residents to remain home unless conducting essential activities, authorizing law enforcement to disperse any crowd of more than 10 people, implementing a curfew from 11 p.m. to 5 a.m., and encouraging businesses to practice social distancing in their shopping areas and in storefronts.

On April 1, 2020, Governor DeSantis issued a statewide “Safer at Home” order, effective from April 3 through April 30, which was subsequently extended through May 4, 2020. The order required all Floridians to limit movements and interactions outside their home to only those necessary to obtain or provide essential services or conduct essential activities. Additionally, the order required senior citizens and those with a significant underlying medical condition to stay at home and take all measures to limit the risk of exposure to COVID-19.

On April 2, 2020, to ensure consistency with the Governor’s statewide “Safer at Home” order, Leon County Government took the following actions:

- Issued a revised “Stay-at-Home” order declaring that all Leon County citizens should abide by the directives issued by the Governor’s Executive Orders. This action removed the curfew that was previously in place.
- Extended the closure of all libraries, community centers, and active recreation facilities through April 30.
- Extended the closure of all County offices to the public through April 30.
- Directed County employees that were age 65+ or have a significant underlying medical condition to prepare to telecommute for the duration of the emergency or take administrative leave.

In addition to the County’s emergency response and engagement efforts with the local health care and nonprofit communities to establish test sites and protect vulnerable populations, the closure of County offices to the public required many modifications to operations and service delivery in an effort to further limit the transmission of COVID-19. These modifications include:

- Providing essential services through online- and phone-based platforms
- Postponing large events including the Leon Works Expo and concerts scheduled at the Capital City Amphitheater.
- Suspension of nonessential services for a period of time including the checking-out of physical books at the library and the provision of mosquito hand-fogging services to preserve supplies of personal protective equipment (PPE)

As the situation has evolved, the County has regularly updated its local emergency declaration to remain consistent with all state and federal guidance. In response to the rapid spread of COVID-19, many countries around the world have employed containment and mitigation strategies to decrease the epidemic peak of the outbreak, known as “flattening the curve.” These strategies include personal preventive measures such as hand hygiene and self-quarantine, community measures aimed at physical distancing such as closing schools and cancelling mass gathering

events, facility closures, travel restrictions, community engagement to encourage acceptance and participation in such interventions, as well as environmental measures such as surface cleaning. For example, on June 23, 2020 the Board adopted an emergency face covering ordinance in response to rising cases of COVID-19 which is explained in greater detail later in this item.

*Federal and State Guidance on Re-opening*

On April 16, as many states including Florida were adhering to Safer-at-Home orders, the White House issued “Guidelines for Opening Up America Again” to enable individual states to re-open in a series of three phases using a deliberate, data-driven approach (Attachment #2). The national plan includes three components:

- Criteria: The data-driven conditions each region or state should satisfy before proceeding to a phased opening.
- Preparedness: What states should do to meet the challenges ahead.
- Phase Guidelines: Responsibilities of individuals and employers during all phases, and in each specific phase of the opening.

The White House guidelines establish benchmarks, or “gating criteria,” on new cases, testing, and hospital resources for states to meet before proceeding toward a phased re-opening. Specifically, criteria to be met include a downward trajectory in the number of new COVID-19 cases, the number of cases with COVID-like or flu-like symptoms, and hospital capacity. In each phase of re-opening, the plan includes specific guidelines for individuals and employers that are designed to become less restrictive as the pandemic gradually subsides. Importantly, the federal guidelines state explicitly that a phased-in approach to re-opening should be followed, using the health-related gating criteria developed by the CDC, to be implemented on a statewide or county-by-county basis at the discretion of each state’s governor.

Consistent with the White House guidelines, on April 20<sup>th</sup> Governor DeSantis convened a Re-Open Florida Task Force, engaging industry and sector leaders to develop a data-driven and targeted approach to re-opening the state’s economy. The task force issued its final report to the Governor on April 29, outlining a “Safe. Smart. Step-by-Step.” Plan for Florida’s Recovery (Attachment #3).

Following the framework outlined in the White House guidelines, Florida’s plan provides three specific public health benchmarks that should all be reached prior to beginning a phased re-opening and prior to advancing from one phase to the next. As provided in the plan, if the state demonstrates consistent success in reaching these benchmarks, the guidelines contemplate advancing to the next phase of re-opening. Once the state were to reach these benchmarks, the plan provides for re-opening in a series of three phases and provides specific guidelines for each phase for individuals and employers, and other considerations for specific types of businesses, recreational amenities, and large venues. In each successive phase, guidelines for re-opening become progressively less restrictive. For example, individuals would be allowed to safely socialize in larger groups, businesses could operate with less restrictive occupancy requirements, and certain types of businesses such as bars and nightclubs, gyms and fitness centers, and vacation rentals would be allowed to gradually re-open as conditions warrant.

The Governor's initial Executive Orders on re-opening, which constitute the State's official policy decisions and actions related to re-opening, aligned with the framework and recommendations provided in the task force's report with some exceptions. While the State's "Safe. Smart. Step-by-Step." plan refers to "Phase 1," "Phase 2," and "Phase 3" of the re-opening strategy, the Governor issued Executive Orders related to the re-opening of certain businesses and activities on an incremental basis. For example, on April 29<sup>th</sup> Governor DeSantis issued Executive Order #20-112 directing that the "initial Phase 1" of Florida's re-opening begin on May 4, 2020 followed by Executive Order #20-123 on May 18<sup>th</sup> implementing the "full Phase 1." While the task force's recommendations for Phase 1 included re-opening certain types of businesses at 50 percent capacity (i.e. restaurants, gyms, retail stores), the allowable capacity limits provided in the Governor's Executive Orders were initially more restrictive and incrementally increased to align with the task force's recommendations. Another example of this incremental approach includes an order specifically related to organized sports and youth leagues. Issued during Phase 1 on May 22<sup>nd</sup>, Executive Order 20-131 permitted all organized youth sports to resume activities which contradicted CDC public health guidance at that time.

On June 3<sup>rd</sup>, Governor DeSantis issued Executive Order 20-139 initiating Phase 2 of the state's re-opening plan with the exception of Miami-Dade, Broward, and Palm Beach Counties. During a press conference announcing the Phase 2 implementation, the Governor presented the state's continued downward-trending gating health criteria (new cases, hospitalizations, positivity rates, ventilator use, etc.) as well as the significant expansion of testing throughout the state. The following section provides a synopsis of the County's phased Re-opening Plan based on, and consistent with, federal and state public health guidance.

#### Leon County's COVID-19 Response and Re-opening Plan

In response to the Governor's Task Force report and "initial Phase 1" plan for re-opening Florida issued on April 29, 2020, the County Administrator on April 30, 2020 provided the Board with the *Leon County Plan for Re-opening Phase 1*. This was done to ensure Leon County's consistency with the Governor's Executive Order, as well as the consistency of vital health, welfare, and safety emergency communications to citizens from both the state and local levels. On May 21, 2020, the full three-phase plan was presented to the Board for its consideration and input.

In adherence with federal and state guidelines which explicitly call for a phased approach using health-related gating criteria developed by the CDC, the County's Re-opening Plan provides a framework and guidance for the community to navigate the phases of re-opening. Following the Governor's Executive Order on June 3<sup>rd</sup> initiating Phase 2 of the state's re-opening plan, the Board held a special meeting on June 9<sup>th</sup> to review and consider the conditions set forth in Phase 2 of the County's Re-opening Plan. Phase 2 of the County's Re-opening Plan discourages gatherings of more than 50 people and encourages maximizing physical distancing.

During the June 9<sup>th</sup> special meeting, the Board discussed the Phase 2 restrictions for the use of County facilities which typically attract gatherings of people such as libraries and parks. The Board considered public comments seeking to allow organized team sports to resume activities at County parks with new mitigation protocols. The County Administrator noted that the County does not manage sports leagues and would not be able to enforce social distancing or other

mitigation protocols proposed by these leagues. Further, the Board noted that the Governor's Executive Order 20-131 permitting organized youth sports contradicted CDC public health guidance specifically in reference to team sports such as basketball, baseball, soccer, and football.

On June 23, 2020, in response to rising cases of COVID-19 in Leon County, the Board held a special meeting to consider additional mitigative measures that could be implemented to protect public health. Whereas the federal and state public health agencies and task forces *encourage* the use of face coverings when physical distancing cannot be maintained, the Board declared that an emergency existed for the enactment of an emergency ordinance requiring face coverings for public transportation and in business establishments in Leon County. The Board unanimously approved the emergency face covering ordinance which quickly took effect June 25<sup>th</sup> at 12:01 a.m. to mitigate the transmission of COVID-19 and support the re-opening of workplaces.

At the time of this writing, Leon County remains in Phase 2 which is based on the recommendations of the Re-Open Florida Task Force and CDC guidance. In this phase, the County dog parks are open because they are open-air facilities which allow for adequate physical distancing between groups. The County's three campground locations are open at this time as a passive recreation amenity with certain conditions such as requiring a reservation, limiting campsites to individuals and family units (no groups or special events), and prohibiting the use of picnic pavilions. Consistent with public health guidance, facilities such as community centers, playgrounds, and active recreation facilities which promote larger gatherings of people in close proximity to one another remain closed.

Based on future Executive Orders of the Governor and subject to modifications by the Board, Phase 3 of the County's Re-opening Plan will continue the progressive relaxation of restrictions for social gatherings in support of the safe re-opening of businesses and resuming of activities. County facilities such as offices, libraries, parks, and community centers may gradually re-open with fewer restrictions. Moving from one phase to another may take weeks or months depending on how quickly the State reaches the public health gating criteria.

The following section provides the most recent guidance collected through leading health experts to facilitate the consideration of whether the County can safely accommodate people gathering on athletic fields for organized team sports during COVID-19.

#### Literature Review

This section provides a literature review and analysis of the public reports and guidance by leading public health organizations and epidemiological experts related to the safe re-opening of organized sports and athletic events. The publications and organizations cited in this section include the World Health Organization, the U.S. Centers for Disease Control and Prevention, the Johns Hopkins University Center for Health Security, and the US Olympic and Paralympic Committee.

Leon County Parks host organized sports activities for participants of all ages including mass events which draw thousands of people to Apalachee Regional Park for cross country events. The literature review affirms that following universally accepted principles should be taken into consideration in determining risk levels for resuming organized sports and athletic events:



- Indoor versus outdoor activities
- Individual versus team sports
- Contact versus noncontact sports
- The size of the sporting event including the number of spectators.
- The level of community spread where the participants and spectators originate from.

Leading epidemiologists advise that COVID-19 transmission is more likely in enclosed spaces than outdoor spaces as people tend to be closer together indoors and there are more high-touch surfaces that can facilitate disease transmission. High risk sports which require physical, close, and repetitive contacts among players increases the risk of transmission of COVID-19. High risk sports include both individual and team contact sports but lower risk sports, where physical distancing is possible, tend to be individual sports.

Any community or mass gathering event that hosts a few hundred or a few thousand people will significantly increase the risk of transmission particularly if attendees live in areas with a high degree of community spread (cases with unknown origin of transmissions). That is why so much of the sports-related COVID-19 guidance focuses on eliminating or restricting the number spectators as already underway at the professional and collegiate levels. Further, athletic participants are a known group that is easier to test/screen for symptoms, advise, support, and follow up if needed.

The re-opening of businesses and sectors that primarily serve adults presents different challenges than activities for children as evidenced by the recent discourse over returning K-12 children to in-classroom instruction. At this time, public health experts indicate that most healthy children are less vulnerable to severe illness from COVID-19 than adults and competitors in sporting events tend to be healthier than spectators or the general public. However, underlying medical conditions pose a threat to anyone who contracts COVID-19 including spectators, family members, volunteers, and support staff. Children tend to be drivers of transmission for other viral illnesses such as influenza, but the role children play in the transmission of this virus is not yet fully understood. In addition to evaluating the risk associated with various sports and activities, the literature review also underscores the risk factors associated with the age group of organized sports participants seeking to resume competition.

#### *World Health Organization*

The World Health Organization (WHO) is a specialized agency of the United Nations responsible for international health. On March 11, 2020, WHO declared COVID-19 a global pandemic following the initial outbreak and rapid growth in the number of confirmed cases worldwide. During health emergencies like the COVID-19 pandemic, the role of WHO is to gather data and research from around the world, evaluate it, and advise countries on how to respond. Since January 2020, WHO has published more than 100 documents related COVID-19 including risk assessment tools and a matrix to guide decision making on whether to host large or mass gathering events.

The WHO Matrix offers a risk assessment score based on the input of information provided about a mass gathering sports event. The risk assessment score categorizes the ability to mitigate COVID-19 impacts as ‘Very Low, Low, Moderate, or High.’ Health authorities, countries,

national and international sports organizations from the International Olympic Committee to the National Collegiate Athletic Association rely upon the public health and risk assessment guidance published by WHO in evaluating whether to hold mass gathering sporting events and, if so, the best strategies for safely hosting said events to prevent the transmission of COVID-19. The WHO does not assess overall risk by sport but rather by the characteristics associated with a specific sporting event based on the critical factors provided in Table #1.

*Table #1: WHO Sports Mass Gatherings Risk Assessment Factors*

Key Considerations	Risk and Mitigation Factors
Low versus High Risk Sports	Level of physical distancing versus contacts sports; Shared use of equipment; High-touch surfaces and cleaning regimen
Size of Event	Number of competitors, support staff, and spectators; Physical distancing of spectators and support staff; Ability to screen for symptoms and contact trace
Indoor versus Outdoor Locations	Better ventilation outdoors; Encourage nondesignated spectator seating (golf)
Venue Facilities	Medical post and designated personnel on site; Isolation room/space for anyone identified as symptomatic
Demographics	Age and health of competitors, support staff, and spectators; International versus domestic competition; Pre-travel and pre-event symptom screenings
Risk Communications	Advance dissemination of public health advice and signage at the event

Most of the WHO risk assessment factors and mitigation strategies for sports mass gatherings provided in Table #1 can be applied for the consideration of re-opening the County parks for organized outdoor sports and athletic events. However, the WHO Decision Matrix is specifically designed to score events much larger than the weekly youth sports that generally take place at County parks. Even the larger championship races tentative scheduled this Fall at Apalachee Regional Park do not appear to be applicable to the scoring Matrix because they are not robust mass sporting events on a national or international stage.

#### *U.S. Centers for Disease Control and Prevention*

The CDC has published multiple documents that offer guidance to communities for consideration in determining when to safely resume athletic activities. These reports include tailored guidance for youth sports leagues, coaches, athletes, and administrators of public parks and recreation programs including the proper maintenance protocols for public facilities to mitigate transmission of the virus. While the CDC does not evaluate risk by specific sport, it does provide a risk assessment tool that could be applied to the types of organized team sports that take place at County facilities. Similar to the guidance offered by WHO, the CDC's risk level considerations include:

- Physical closeness of players and the length of time that players are close to each other
- Amount of necessary touching of shared equipment and gear
- Ability to engage in social distancing while not actively engaged in play
- Age of the players

- Players at higher risk of developing serious disease
- Size of the team
- Number of visitors, spectators, or volunteers
- Travel outside of the local community

Table #2 provides the CDC's activity risk assessment tool to assist policy makers in their deliberations for reopening parks and recreational facilities while the COVID-19 virus is still active in the community.

*Table #2: CDC Activity Risk Assessment*

Level of Risk	Types of Activities
Lowest Risk	Performing skill-building drills or conditioning at home, alone or with family members.
Increasing Risk	Team-based practice (drills)
More Risk	Within team competition (scrimmage)
Even More Risk	Full competition between teams from the same local geographic area
Highest Risk	Full competition between teams from different geographic areas

The CDC advises that in addition to the risk level associated with an activity, communities should consider the level of community transmission. This means the higher the level of community transmission, the higher the risk of spreading the virus during park operations. To mitigate spread of the virus in park settings, the CDC recommends social distancing of at least six feet, avoiding overcrowding, wearing masks, and frequent cleaning and disinfecting to lower the risk of transmission among patrons and staff.

Another important factor for consideration of resuming youth sports is the age group of the competitors. Older youth are more adept to follow directions for social distancing and take other protective actions. Depending on the sport, younger children may need help putting on equipment or carrying their own gear. Younger players require greater monitoring and are often accompanied by parents and siblings who serve as spectators and/or team volunteers. This differentiates the ratio of participants to spectators in a given sport and results in a greater number of 'nonessential spectators.' An extreme example of this is professional or high school baseball which can occur with no family members in the stands versus children, ages 7-10 years old, at a County park whom require transportation and supervision.

**Based on the CDC's guidance in Table #2, organized youth baseball, football, and LCS cross country meets may be considered 'Even More Risk' as they are full competitions between teams of the same area. Collegiate cross country races and other championship races hosted at ARP may be considered 'Highest Risk' according to the CDC risk assessment because they include competitors from other markets. However, as previously stated, this risk assessment tool does not examine the nuances which distinguish the level of contact for**

**various activities and sports. Youth cheerleading would fall somewhere within the yellow-shaded risk levels ('Increasing Risk' and 'More Risk').**

*Johns Hopkins University Center for Health Security*

The Johns Hopkins University Center for Health Security is a world-renowned think tank in public health disasters and epidemiology. In response to the COVID-19 pandemic, it created the Johns Hopkins Coronavirus Resource Center (CRC) to serve as a continuously updated source of COVID-19 data and expert guidance. The CRC aggregates and analyzes the best data available on COVID-19 including cases, testing, contact tracing and vaccine efforts to help the public, policymakers and healthcare professionals worldwide respond to the pandemic.

In April 2020, the Johns Hopkins University Center for Health Security published a report offering public health guidance for a phased re-opening during early months of the COVID-19 pandemic. The report details factors that should be considered as part of the decision-making process to re-open, offers guidance on communication and engagement with the public, and emphasizes the importance of risk assessment across various sectors and activities including sports. Table #3 categorizes the risk levels for various sporting and recreational activities by the intensity of close physical contact, number of physical contacts, and the potential to modify or mitigate the risk inherent with the activity.

*Table #3: Johns Hopkins Center for Health Security; Activity Risk Assessment*

Category	Contact Intensity	Number of Contacts	Modification Potential <sup>1</sup>
1. Contact school sports	High	Medium/High	Low
2. Noncontact school sports	Low	Medium	High
3. Sports related mass gatherings: championships, tournaments, games	High	High	Medium
4. Sports related mass gatherings: training	High (sport dependent)	Medium	Medium
5. Athletic fields and other outdoor congregate settings	Medium	Medium	Low
6. Parks, walking paths/trails, dog parks	Low	Low	Low
7. Playgrounds, skateparks, and other outdoor recreation spaces	Medium	Medium	Medium

<sup>1</sup>The red and yellow color labels were inversed for the final column to appropriately ascribe the use of terms (Low = Bad, High = Good).

**Based on the Johns Hopkins activity risk assessment in Table #3, youth baseball and football are contact sports that would align with row #1 given the intensity and number of contacts along with the low modification potential to safely participate in those sports. Cheerleading is a noncontact sport which aligns with row #2. As an intra-County noncontact sport, LCS cross country races at ARP align with row 2. Collegiate cross country races and other**

**championship races hosted at ARP present as a mixture rows #2 and #3 given the lack of contact intensity and contact volume associated with the sport, offset only by the large number of people at these events whom travel from other communities.**

*US Olympic and Paralympic Committee*

The U.S. Olympic and Paralympic Committee (USOPC) published a report in the Spring 2020 which largely follows public health guidance established by WHO and includes tailored information intended for sports event planning organizations and national governing bodies to assist with planning a sports event in the context of COVID-19 (Attachment #4). The USOPC report emphasizes the importance of planning and mitigation efforts specific to the sport, location of the event, and rules or regulations set forth by local public health authorities. The USOPC advises that some the recommendations in the report may not be practical for junior or lower level amateur events such as testing frequency and self-quarantine periods prior to competitions.

Contrary to the CDC, the USOPC does offer some insight into risk level for specific sports through the use of a stratification scale as shown in Table #4. The USOPC categorizes the risk of COVID-19 transmission in sports from highest risk (Level 1) to lowest risk (Level 3) and provides examples of Olympic sports for each category.

*Table #4: USOPC Risk Assessment Scale for Olympic Sports*

<b>Level 1 (Highest Risk)</b>	Defined as: Sports that involve close, sustained contact between participants, lack of significant protective barriers, and high probability that respiratory particles will be transmitted between participants  Examples: Rugby, boxing, judo, karate, taekwondo, and wrestling
<b>Level 2 (Moderate Risk)</b>	Defined as: Sports that involve close, sustained contact, but with protective equipment in place that may reduce the likelihood of respiratory particle transmission between participants OR intermittent close contact OR group sports OR sports that use equipment that can't be cleaned between participants  Examples: Baseball, basketball, volleyball, soccer, tennis, running in a group
<b>Level 3 (Lowest Risk)</b>	Defined as: Sports that can be done with social distancing or individually with no sharing of equipment or the ability to clean the equipment between use by competitors  Examples: Individual running events, individual cycling events, individual swimming, golf

**Based on the scale in Table #4, the USOPC considers baseball and cross country to be Level 2 ('Moderate Risk') Olympic sports. The report does not specifically address football or cheerleading as they are not Olympic sports, however, the level of contact in football is**

**comparable to rugby (Level 1-Highest Risk) and cheerleading would likely be the lowest risk (Level 3-Lowest Risk) given the ability to physically distance and no sharing of equipment.**

**The USOPC states that Levels 1 and 2 should be avoided until risk mitigation measures can be performed or modifications/protocols can be established that lower the risk of transmission. As previously mentioned, the USOPC acknowledges that some of the needed mitigation measures may not be practical for junior and youth sports as they would not have the same level of resources, medical and support staff, testing availability, or self-quarantine protocols prior to competitions.**

The Florida Department of Health – Leon County (FDOH Leon) concurs with the analysis of the public health guidance published by leading epidemiological experts. Should the Board provide direction to re-open County parks for the organized sports described herein, FDOH Leon will assist the County in safely re-opening by providing activity-specific technical assistance and public health guidance.

#### Parks and Recreation Facility Trends

Staff has continued to monitor trend data and CDC guidelines for the use of public parks and recreational facilities including organized youth sports during COVID-19. Statewide trends of re-openings are monitored through the Florida Recreation and Parks Association (FRPA) while nationwide trends are monitored through the National Recreational and Parks Associations (NRPA). The following snapshot, as reported by NRPA for August 19-21, 2020, indicates the nationwide percentages of “fully open” facilities as:

- Golf courses (99 percent)
- Dog parks (98 percent)
- Tennis courts (99 percent)
- Community gardens (93 percent)
- Skate parks (90 percent)
- Campgrounds (86 percent)
- Outdoor sports fields (82 percent)
- Temporary restroom facilities (82 percent)
- Playgrounds (76 percent)
- Permanent restrooms at outdoor amenities (75 percent)
- Basketball courts (72 percent)
- Recreation centers (50 percent)

Guidance from practitioners and health experts as outlined above is imperative when considering re-opening decisions. The Florida Association of Counties provided survey information on the re-opening of recreational facilities for organized sports which includes data from four peer counties (Alachua, Lake, Osceola, and St. Johns Counties). All four of the peer counties surveyed have opened their playgrounds, pavilions, community centers, and recreational fields for organized youth sports. Generally, counties that have re-opened facilities for organized sports have rewritten their agreements with sports leagues to include a COVID-19 statement warning of the risks associated with the virus and reviewed safety and mitigation plans submitted by the sanctioning

body of each league. Counties have also provided a variety of guidance related to the allowance and location of spectators, mask requirements for spectators, and use of concession stands.

Of the peer counties, only Alachua County has not required youth sport leagues and/or their participants to sign liability waivers to utilize the athletic fields. Organized sports continue to be suspended in Citrus and Broward Counties. Locally, Wakulla County re-opened resumed organized sports in early June.

Staff has been in close contact with the City of Tallahassee's Parks and Recreation Department throughout the duration of the pandemic. For some facilities and activities, the timing of County and City closures closely mirrored each other (i.e. dog parks, organized programming, playgrounds, and pavilions), while in other cases they have not. For example, the City originally removed basketball hoops and tennis court nets and closed those facilities. The County, however, opted to keep tennis courts open and limited the size of groups that could use basketball courts.

On August 15, 2020 the County reopened all three of its campground sites consistent with the re-opening of state campgrounds. As a passive recreation amenity, campgrounds were re-opened to support use by 'family units' with responsible protocols including a reservation requirement, prohibition against group camping and special events, and the continued closure of the picnic pavilions.

On August 21, 2020 the City announced the re-opening of playgrounds and currently plans to begin organized adult and youth sports on September 28<sup>th</sup>. The City's organized youth sports include tackle and flag football, volleyball, cheerleading, and baseball. However, CDC guidance issued for park administrators (Attachment #5) and for youth sports activities (Attachment #6) maintain that, **"Sports with a large number of players on a team may increase the likelihood of spread, compared to sports with fewer team members."**

As the current federal, state, and public health guidance continues to strongly recommend social distancing, the County's Re-opening Plan correspondingly provides for active recreation facilities such as playgrounds and community centers to remain closed during Phase 2. Further, use of County athletic fields are limited to groups of no more than 10 people and prohibited for organized youth sports in Phase 2 of the County's Re-opening Plan. However, the CDC guidance also states that when assessing the risk of transmission of COVID-19, team-based practice carries a significantly lower risk than full competition between teams. As such, the Board may wish to consider whether or not to re-open athletic facilities in Phase 2 but limit their use to a certain number of participants or only to practice-based activities.

Should the Board allow organized youth sports to resume at County facilities during COVID-19, Little League Baseball and Pop Warner Football and Cheerleading have mitigation safety plans for resuming programming through their national organizations. The two organizations have indicated that they are committed to ensuring these guidelines are followed and understand that it will be incumbent upon their leadership and volunteers to enforce safety protocols. The Little League District 20 local protocols are included as Attachment #7. In addition to the USA Football

Return to Play Guidelines embraced by Pop Warner, local leadership has established practice guidelines for the protection of athletes, coaches, volunteers, and spectators (Attachment #8).

Pop Warner has already delayed its season dates with the hope of starting by October 1<sup>st</sup>. Registration for this modified schedule is currently open with the understanding that organized sports are not permitted to resume during Phase 2. Little League has yet to open Fall registration but remains prepared to operate in a modified fashion once they are allowed to return to County facilities. Little League leadership is prepared to shorten the season by conducting a truncated registration and practice period with games occurring in October and early November.

**Based on the guidance of leading experts and their assessment of the health risks associated with team-based contact sports such as youth football and baseball, the analysis does not support the re-opening of County facilities for organized youth sports. As evidenced by the NRPA survey just a few weeks ago, this position is not shared by the majority of responsive jurisdictions. However, by every measure of risk assessment, football and baseball are among the elevated or highest risk sports to compete in during COVID-19. Additional considerations include the age of competitors and their ability to adhere to protective measures such as physical distancing, touch minimization of surfaces and shared equipment, and ability to independently carry and put on sporting equipment. Further, younger athletes require spectators as they are often accompanied by parents and siblings which creates a larger gathering of people and greater potential risk of transmission.**

**Cheerleading, which is organized by Pop Warner, is among the lowest risk sports but is associated with supporting (cheering on) youth football. Without youth sports to cheer on, staff does not recommend authorizing cheerleading at this time.**

**Consistent with public health guidance, staff recommends that organized sports and County active recreation facilities such as community centers and playgrounds which promote larger gatherings of people in close proximity to one another remain closed during Phase 2.**

#### Collegiate & K-12 Athletics

This section presents the current status of collegiate & K-12 athletics in our community based on the recent decisions made by national athletic conferences, state governing bodies, and the local universities and school board. Following the announcements by several college athletic conferences to cancel or postpone their Fall sports, the National Collegiate Athletic Association (NCAA) canceled all Fall championship events (regional and national) due to the number of active programs. Locally, this resulted in the cancelation of the NCAA South Regionals Cross Country Race at ARP on November 13<sup>th</sup>. The cross country course at ARP is the common thread between Leon County and the local schools since ARP hosts both regular races and championships events for middle school, high school, and collegiate runners. For each local entity proceeding with cross country that would normally utilize ARP, additional information is provided related to the planned mitigation protocols for the upcoming season should the County authorize organized races and events at its facilities.



*Florida A&M University*

Florida A&M University (FAMU) suspended all Fall sports competition after the Mid-Eastern Athletic Conference (MEAC) announced the postponement of all fall sports on July 16<sup>th</sup> citing student-athlete health and safety concerns related to COVID-19. Since the announcement to suspend Fall sports in July, the MEAC announced on August 19<sup>th</sup> a scheduling model for how Fall sports could be played in the Spring 2021 semester. Competition will be dependent on the status of the COVID-19 pandemic and ongoing discussions with the NCAA.

*Florida State University*

With the support of the Atlantic Coast Conference (ACC), Florida State University (FSU) is proceeding with all seven ACC-sponsored Fall sports which are scheduled to begin competition the week of September 7<sup>th</sup>. The plan to move forward by the ACC and FSU is a result of several months of discussion and scenario planning among the league membership and ACC Medical Advisory Group. Despite the cancellation of NCAA championship events, FSU Cross Country still plans to move forward with a Fall season and host their home meet - the FSU Invitational at ARP on October 2nd and compete in the ACC Conference Championships at WakeMed Park in Cary N.C on October 30th.

FSU Athletes are following strict daily health screenings and testing in order to mitigate any potential transmission of COVID-19. The ACC's Medical Advisory Group has issued uniform testing across the conference for what are considered the 'high risk' sports which include football, men's and women's soccer, field hockey and volleyball. The athlete and team personnel will be tested three times per week beginning one week before the start of competition. **Cross country is considered a 'moderate risk' sport by the ACC Medical Advisory Group so runners and team personnel (coaches, administrators and support staff that come into close contact with athletes) will be tested every two weeks and must submit a negative test 72 hours prior to competing in any race. Every visiting team must submit negative tests for their runners to the host school in order to compete in any collegiate cross country race with ACC and SEC teams. On the day of the race at ARP, all runners and team personnel will be checked for COVID-19 symptoms including a temperature check.**

In addition to new requirement for athletes, mitigation protocols have been put in place unique to each sport's host venue. For example, the 2020 FSU football season will limit spectators to approximately 20-25 percent of stadium capacity for each home game, or 16,000-20,000 people (normal capacity is 79,500). This clearly exceeds any definition of 'mass gathering' but FSU believes it can be safely implemented and effectuated. Starting with the second home football game, FSU will permit a limited tailgating experience for Seminole Booster donors whom will be asked to follow strict health protocols when tailgating outside the stadium. FSU has yet to release the health protocols for spectators when entering, moving about, or vacating the stadium. In contrast, some of FSU's road opponents have prohibited spectators in their stadiums for at least the first month of the season.

For cross country races at ARP, FSU has proposed mitigation protocols above and beyond the requirements established by the ACC. In addition to the testing requirements prior to a race, the proposed mitigation protocols for races include prohibiting spectators and nonessential personnel

and requiring everyone in the designated race area to wear a face cover, unless they are actively competing or have a chronic pre-existing or demonstrable medical condition.

#### *Tallahassee Community College*

As a member institution of both the National Junior College Athletic Association (NJCAA) and the Florida Community Schools Athletic Association Conference (FCSAA), Tallahassee Community College (TCC) Athletics is following guidance from both associations as they move forward with competing in one sport during the Fall semester. Cross Country is also the only Fall sport that the NJCAA has approved its member organizations to compete in this Fall. All other close-contact NJCAA Fall sports have been moved to the Spring semester. These sports include football, men's and women's soccer, and court volleyball. The TCC Cross Country program plans to compete in the FSU Invitational which serves as one of their home meets and has been selected to host the NJCAA Region 8 Cross Country Championships at ARP on October 30th.

TCC Athletics follow strict daily health screenings and educate athletes on health protocols to mitigate any potential transmission of COVID-19. TCC athletics is following the guidance from the NJCAA when it comes to practice and competition. The NJCAA states that member colleges should adhere to all state and local regulations and guidelines regarding Covid-19 and re-opening. As encouraged by the NJCAA, **TCC plans to implement temperature checks for all student-athletes, coaches, and game personnel before each competition.**

#### *Leon County Schools Athletics*

Leon County Schools (LCS) is a member of the Florida High School Athletics Association (FHSAA). On August 14<sup>th</sup>, the FHSAA Board voted to move forward with all Fall sports under the guidance from the FHSAA Sports Medicine Advisory Committee (SMAC). When deciding on whether to conduct Fall high school sports, the FHSAA SMAC considered guidance from the following organizations: CDC, National Federation of High School Sports (NFHS), Korey Stringer Institute, Florida Department of Health (FDOH) and The National Athletic Trainers Association. The full detailed plan from the FHSAA SMAC is provided as Attachment #9.

In response to the FHSAA Board of Directors vote to allow Fall practices to commence as early as August 24th, LCS exercised its option to delay practices until September 11th. Exercising this option provides LCS time to assess the latest transmission rates of COVID-19 since the start of the academic year on August 31<sup>st</sup> through the commencement of Fall sports. In addition, LCS plans to limit Fall sports to intra-county competition. However, greater latitude may be considered for specific low risk sports or championship events.

LCS plans to host, or may participate in, several cross country meets at ARP including the FSU Invitational/Pre-State Meet, LCS Middle School Cross Country Championship, FHSAA Cross Country 3A, 2A, and District 1 Championships, and the FHSAA State Cross Country Championships. **LCS Athletics plans to follow the health protocols set forth by the FHSAA which include daily screenings and temperature checks for all student-athletes, coaches, athletic trainers and other school personnel prior to each practice and competition. All athletes will be required to wear a mask on the sidelines, pre-competition, post-competition, and during practices when they are not in full activity.**

Title: Status Report on Use of County Parks for Organized Outdoor Sports and Athletic Events  
During COVID-19

September 15, 2020

Page 21

Additional guidance is provided in the following section should the Board wish to allow cross country activities to take place at County facilities during Phase 2.

Cross Country Course Apalachee Regional Park

In addition to serving as the home cross country course for FSU, TCC and LCS throughout the year, ARP is scheduled to host championship races this Fall for FHSAA and the Amateur Athletic Union (AAU). The County's capital investments in ARP combined with the ongoing recruitment of championship caliber events have made cross country events an economic staple of the local tourism industry in recent years. Cross Country organizations and sanctioning bodies are seeking direction from the County regarding the slate of scheduled races this Fall which are currently prohibited under Phase 2 of the County's Re-opening Plan. Table #5 lists the cross country races and events booked at ARP this Fall. The table includes the anticipated number of runners and available information on planned COVID-19 health protocols according to the host organization or sanctioning body.

*Table #5: Scheduled Fall 2020 Cross Country Events at Apalachee Regional Park*

Fall 2020 Dates	Event Title	Anticipated Number of Runners	Notes
Oct 2 Friday	FSU Invitational (College)	120 max per race. 600 event max.	COVID-19 test 72 hours prior; symptom check at event.
Oct 3 Saturday	Pre-State Meet (High School)	150 max per race. 1,000 max for event.	COVID-19 symptom check required.
Oct 15 Thursday	LCS Middle School Cross Country Event	100 max per race. 200 event max	Intra-county race. COVID-19 symptom check required.
Oct 28 or 29	FHSAA Cross Country 3A and 2A, District 1, Championship	50 max per race. 100 event max.	COVID-19 symptom check required.
Oct 30 Friday	NJCAA Region 8 Championship	64 max per race. 130 event max.	COVID-19 symptom check required.
Oct 31 Saturday	"Trash Dash" – Sustainable Tallahassee	200 max.	Local community race. Protocols TBD.
<del>Nov 13 Friday</del>	<del>NCAA XC South Regionals (Division I)</del>	<del>200 runners per race. 400 max for event.</del>	Cancelled by NCAA due to COVID-19.
Nov 13 -14 Friday and Saturday	FHSAA State Cross Country Championships	128 max per race. 1,000 event max	COVID-19 symptom check required.
Dec 4 – 5 Thursday and Friday	AAU Cross Country National Championship	150 max per race. 2,000 event max.	COVID-19 symptom check required.
Dec 19 Saturday	Gulf Winds Tannenbaum Race 5K	200 max.	Local community race. Protocols TBD.

FSU, TCC, and LCS are seeking access to their home cross country course at ARP for the upcoming season but are also looking at fallback options including large tracts of state lands and area golf courses. The remaining cross country event organizers are seeking backup options in other markets. Similar to the survey on the status of recreational facilities in other jurisdictions provided earlier in this item, staff compiled information on competing cross country facilities to determine their operating status and required health protocols, if any, as shown in Table #6.

*Table #6: Comparison of Cross Country Facilities' COVID-19 Health Protocols*

<b>Name/Location</b>	<b>Ownership</b>	<b>Masks for Race Participants<sup>1</sup></b>	<b>Screening Checks for Participants</b>	<b>Masks for Spectators</b>	<b>Mandatory COVID Testing</b>
Holloway Park -Polk County	Private	Encouraged	Encouraged	Encouraged	No
Cecil Field -Duval Co.	City	Mandatory	Encouraged	Mandatory	No
Babe Zaharias Golf Course -Hillsborough Co.	City	Mandatory	Mandatory	Mandatory	No
Florida Horse Park -Marion Co.	State	No	No	Encouraged	No
Tom Sawyer Park -Louisville, KY	State	Mandatory	Yes	Mandatory	No

<sup>1</sup>Participants include coaches, team support staff, essential race personnel, and athlete when they are not actively competing.

All five of the competing courses surveyed are open for Fall races and some have adopted venue-specific minimum health protocols to host races. For example, municipal-owned cross country facilities in Duval and Hillsborough Counties require all attendees to wear masks unless they have a medical condition or are actively competing in a race. No venue surveyed requires a negative COVID-19 test as would be required for FSU races at ARP and only one venue mandates screening for COVID-19. While all of the venues permit spectators, only three require spectators to wear face coverings.

#### Additional Information Related to Sports Tourism

In partnership with LCS, Leon County was selected to host the FHSAA 1A-3A State Football Championships from 2019 - 2023. The Division of Tourism successfully hosted the first year of the five-year commitment in December 2019 at Gene Cox Stadium which is managed by LCS. The 2020 event is scheduled to be occur December 10<sup>th</sup> – 12<sup>th</sup> at Gene Cox Stadium. Based on the number of school districts with active high school football programs this season, the FHSAA

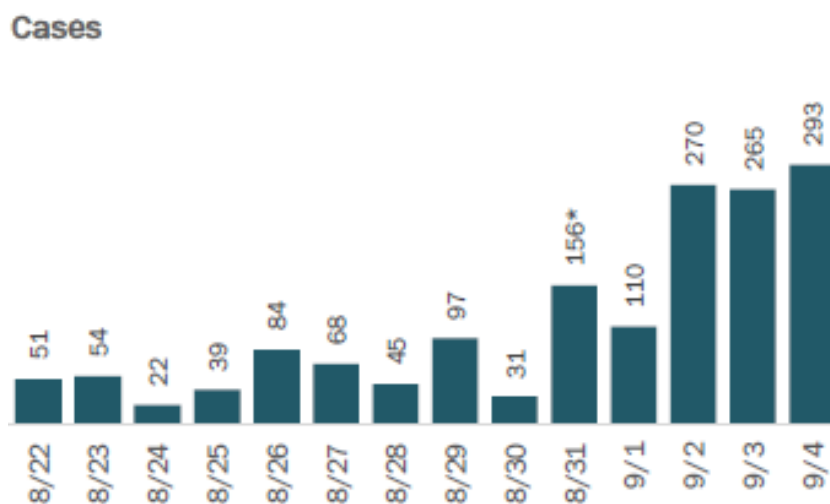
Board of Directors will make a determination in the coming months whether to proceed with the state football championships.

As part of a multi-year commitment, the Division of Tourism has budgeted approximately \$50,000 for the 2020 FHSA 1A-3A State Football Championships. Should the FHSA Board decide to proceed with having the 2020 championships at Gene Cox Stadium as planned and the County is still in Phase 2 of its Re-opening Plan, the Division of Tourism will be in the position of hosting and financially supporting an activity which is currently not permitted at County facilities due to COVID-19. Staff is not seeking Board direction at this time given the number of variables that could occur prior to the scheduled event.

On a related matter, the application cycle for FY 2021 event grants managed by the Division of Tourism was intentionally delayed this summer as a result of COVID-19 and the need for additional revenue forecasts. The FY 2021 event grant cycle, which includes funding opportunities for large organized sports events, opened on July 27, 2020 during Phase 2 of the County's Re-opening Plan. This year's event grant guidelines inform applicants that the County does not intend to award funding to support sports events until Phase 3 as the application cycle was designed to position the community to host sports events by the start of Phase 3 rather than wait to initiate the grant cycle. The decision to delay the awarding of grant funds helps the County avoid the potential conflict of prohibiting an activity at a County facility while financially supporting it at another local venue.

#### Local COVID-19 Trend Data

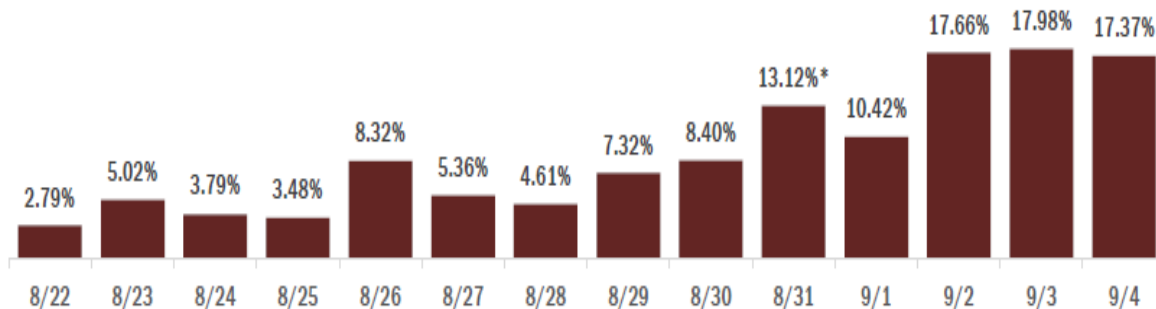
As of September 4, 2020, FDOH reports that Leon County had a total of 6,961 cases and 38 deaths since the beginning of the pandemic. Over the past two weeks, there were an average of 1,203 tests administered per day. The average number of new cases was 163 per day this week, up from 58 per day the week earlier, with the number of new cases reaching 293 on September 4<sup>th</sup> as shown in the following graph.



On average, the positivity rate increased from 5.82% to 16.95% over the past two week and exceeded 17% the last three days. Over that three-day period, approximately 84% of new cases were in the 15-24 years of age demographic with a median age of 20 years. The graph below shows the positivity rate for new cases among Florida residents in Leon County each day over the last two weeks.

#### Percent positivity for new cases in Florida residents

These counts include the number of Florida residents for whom the department received PCR or antigen laboratory results by day. This percent is the number of people who test positive for the first time divided by all the people tested that day, excluding people who have previously tested positive.



The sudden rise in the positivity rate and new cases in the 15-24 age demographic is believed to be college students whom recently returned to community for the Fall semester. On Friday, September 4<sup>th</sup>, FSU announced that it plans to begin random COVID-19 testing of students, faculty, and staff beginning Monday, September 14<sup>th</sup>. FSU has set a goal to test at least 5-10% of the students and faculty that are on campus daily and will penalize nonresponsive students that do not submit for testing or cooperate with contact tracing.

While local cases and positivity rates have recently increased, on a national level, the CDC Director has previously warned that a second wave of the virus in the Fall and Winter may be far more dire. The risk of transmission increases when people spend more time together indoors, which is more common in the Fall and Winter months. According to Johns Hopkins, a second wave could be worse because the coronavirus will be circulating along with other respiratory viruses like influenza. Johns Hopkins also states, that if the coronavirus surges in the fall and the flu season is severe, the combination could put hospitals and patients at further risk.

#### Conclusion

The COVID-19 pandemic and the sustained global economic disruption surrounding the public health emergency has impacted governments, businesses, and individuals across the world. As the economic and social impacts of COVID-19 continue to rapidly evolve across the United States, federal, state, and local governments have taken actions to provide aid to individuals and businesses affected by the virus. The County's response to COVID-19 represents the longest and most extensive emergency activation in the history of our community. Since the beginning of the pandemic, Leon County has focused its COVID-19 efforts to protect the public by distributing more than 1.25 million pieces of PPE, coordinating with public health officials to ensure hospital capacity, providing PPE and financial support to affected local businesses, and continuously communicate public health guidance to mitigate the transmission of the virus.

The *Leon County COVID-19 Response and Re-opening Plan* provides a framework and data-driven public health guidance for the community to both navigate and plan for the phases of re-opening in a manner that minimizes the risk of resurgence and protects the most vulnerable from COVID-19. The implementation of the County's phased Re-opening Plan has undoubtedly altered our daily routines, public interactions, and the appearance of workplaces and employees. It outlines its strategy for the planned restoration of County services, operations and facilities for public use in three sequential phases based upon the public health-related gating criteria developed by the CDC to advance from one phase to the next.

Organized sports (practice and games) at County facilities remain prohibited in the interest of safety to participants, spectators and the larger community in accordance with the County's Re-opening Plan. The decision to limit activities at County parks and facilities were reached after careful consideration of the guidance offered by public health officials and in the interest of doing everything possible to mitigate, rather than perpetuate, the spread of the virus. Athletic fields remain open for individuals, family units, and groups of no more than 10 people to use for recreation. Participants are encouraged to follow CDC recommendations for social distancing and hygiene. Since the June 9<sup>th</sup> Board meeting, the County continued to receive emails from local youth sports organizations seeking authorization to utilize County parks and parents mostly in favor of resuming these activities. The organized Fall sports hosted at County facilities include Little League baseball and Pop Warner football and cheerleading.

Given the uncertainty of potential new cases and trends associated with a 'Fall wave' or the upcoming flu season, it is important for the County's Re-opening Plan to remain flexible and responsive during COVID-19. The County has already demonstrated its ability to adjust based on changing conditions including the re-opening of campgrounds and trails, and the adoption of an emergency face covering Ordinance. As a county government we are in a much different position than youth sports leagues, universities, or local schools in that the County has the foremost responsibility to protect the whole community, including the most vulnerable, by mitigating the spread of this virus for which there is no vaccine. Further, there are risk factors associated with re-opening County parks for organized sports and athletic events as made clear by the Florida Surgeon General's guidance to refrain from gatherings of more than ten people.

Consistent with public health guidance, the analysis does not support the re-opening of County facilities for organized youth sports, playgrounds, or community centers which promote larger gatherings of people in close proximity to one another. By every measure of risk assessment, team-based contact sports such as youth football and baseball are among the elevated or highest risk sports to compete in during COVID-19. Cheerleading, which is organized by Pop Warner, is among the lowest risk sports but is associated with supporting (cheering on) youth football. Without youth sports to cheer on, staff does not recommend authorizing cheerleading during Phase 2.

This item recommends allowing organized cross country activities to take place at County facilities during Phase 2 with very strict protocols to mitigate the spread of the virus (Option #2). As a noncontact sport with no shared equipment, cross country is considered a moderate risk sport due

to the large crowd of spectators and participants whom travel from many parts of the state or country. These risks can be mitigated to allow races to take place this Fall season.

Option #2 would prohibit spectators and nonessential personnel, require everyone to wear a face covering unless they are actively competing or have a medical condition, and require all participants to be screened for COVID-19 symptoms including temperature checks. Prohibiting spectators would eliminate some of the biggest risk factors associated with sports events during COVID-19, the unknown age and health of spectators combined with the overwhelming ratio of spectators to participants. This action is also a more feasible approach for cross country than most organized youth sports given the limited vantagepoint for viewing a race from a stationary location and the age of competitors (middle school through college) which do not require parental supervision.

For the mass gathering competitions and championships drawing runners from beyond the four-county region (Leon, Gadsden, Wakulla, and Jefferson Counties), a negative COVID-19 test will be required of all runners, coaches, and essential personnel including local participants. Consistent with the protocols established by the ACC and FSU, a negative test would be required within 72 hours prior to a race. Based on the survey of competing cross country venues, Leon County and ARP would lead the way in its efforts to stop the spread of the virus.

All five of the competing courses surveyed are open for Fall races and some have adopted venue-specific minimum health protocols to host races. For example, municipal-owned cross country facilities in Duval and Hillsborough Counties require all attendees to wear masks unless they have a medical condition or are actively competing in a race. No venue surveyed requires a negative COVID-19 test as would be required for FSU races at ARP and only one venue mandates screening for COVID-19. While all of the venues permit spectators, only three require spectators to wear face coverings.

Option #2 would also permit organized practices at other County facilities which had been sought by the area schools because of the ongoing improvements at ARP limiting course availability. Organized cross country races would not include local club or fundraising events such as the 'Trash Dash' hosted by Sustainable Tallahassee or the Gulf Winds Tannenbaum 5K. However, there would be an opportunity to readdress this should the County transition to Phase 3 or upon direction by the Board.

Should the Board choose to allow organized cross country activities at County facilities, the number of anticipated runners and visitors to the community will be less than pre-COVID forecasts but a net gain compared to keeping the course at ARP closed. Testing requirements may result in the large championship races relocating to other venues. The elimination of spectators may have an impact on the number of visitors to the community to watch their children, however, parents that choose to drive their children to Leon County for championship races can still stay overnight and drop a runner off at ARP for their assigned race time.

Based on ongoing conversations with race organizers throughout the summer, staff anticipates additional protocols could be implemented to enhance event operations including hygiene stations,



touchpoint minimization, and distancing tactics for the start of races. As the County continues to monitor COVID-19 data and engage public health officials, the use of County parks can be revisited based on changing conditions or as directed by the Board. While this item addresses Fall sports, a similar agenda item and analysis addressing spring sports will be prepared for Board consideration at a future meeting taking into account the local health conditions and health guidance at that time.

**Options:**

1. Accept the report on Re-opening County Parks for Organized Outdoor Sports and Athletic Events.
2. Direct staff to modify Phase 2 of the *Leon County COVID-19 Response and Re-opening Plan* to authorize organized cross country practices and events at County facilities with the following protocols:
  - a. Prohibit spectators and nonessential personnel at cross country races
  - b. Require everyone at a cross country race to wear a face cover unless they are actively competing or have a chronic pre-existing or demonstrable medical condition.
  - c. Require everyone to be screened for COVID-19 symptoms, including temperature checks, prior to admission to the designated cross country race area.
  - d. Require all competitors, coaches, and their essential personnel to test negative for COVID-19 within 72 hours of a cross country race with competitors from outside the four-county region (Leon, Gadsden, Wakulla, and Jefferson Counties).
3. Board direction.

**Recommendation:**

Options #1 and #2

**Attachments:**

1. Requests to re-open Apalachee Regional Park from Florida State University, Tallahassee Community College, and the Florida High School Athletic Association
2. White House “Guidelines for Opening Up America Again”
3. Florida Re-Open Task Force Report to Governor DeSantis; “Safe. Smart. Step-by-Step.” Plan for Florida’s Recovery
4. US Olympic and Paralympic Committee’s COVID-19 Sports Event Planning Considerations
5. CDC COVID-19 Guidance for Parks and Recreation Administrators
6. CDC COVID-19 Guidance to Consider for Youth Sports
7. Little League District 20 COVID-19 Protocols
8. USA Football/Pop Warner COVID-19 Protocols
9. Florida High School Athletic Association Sports Medicine Advisory Committee COVID-19 Plan



**MEMORANDUM**

To: Chairman Commissioner Bryan Desloge  
CC: County Administrator Vice Long  
From: Ashton J. Henderson  
Date: August 25<sup>th</sup>, 2020  
Subject: **Apalachee Regional Park Facility Usage**


My name is Ashton Henderson, Assistant Athletics Director for Student-Athlete Development and Leadership, Athletics Diversity & Inclusion Officer, and I also have the privilege to serve as the Sport Administrator for our Track and Field and Cross Country program at Florida State University. We value our relationship with Leon County and are truly thankful to have hosted several elite meets, ACC Championships, NCAA Regionals, and we are elated to host the 2021 NCAA Cross Country National Championships in Tallahassee in the foreseeable future.

Due to the pandemic, it was brought to my attention that Apalachee Regional Park is closed and we certainly understand the County's posture in doing so. When discussing fall cross country meet at Apalachee Regional Park with staff, we have been informed that at this point we cannot host our event. FSU Cross Country Invitational is tentatively scheduled for Friday, October 2<sup>nd</sup> from 7AM-9AM. Coach Braman and his staff have worked extremely hard to cultivate an exceptional meet experience where elite Atlantic Coast Conference (ACC) and Southeastern Conference (SEC) teams would be on full display; without fans and supporters present while adhering to social distancing protocols during the competition. At this juncture, there are a host of teams interested in our meet and would certainly help infuse an economic jolt within our local economy which we desperately need during these unprecedented times.

We are soliciting your support in this endeavor to ensure our student-athletes have the opportunity to compete in a safe environment, and reward them for their extensive training programs they have committed to since the season concluded in Terre Haute, Indiana last fall. As newly elected member of the ACC Track and Field/Cross Country Committee (appointment ends in 2023), I would work extensively with the league office to ensure the appropriate testing protocols are in place to ensure the health, safety, and well-being of all student-athletes who are competing. We would also collaborate with the SEC to ensure clear expectations of testing protocols and negative COVID-19 test must be produced no less than 72 hours prior to the competition from student-athletes, coaches, and administrators on site.



Our facilities management team would work alongside the County's Tourism and Parks staff to ensure "tent city" aligns with the social distancing parameters and other areas along the concourse. Everyone who would be in attendance would also be required to wear masks and so will student-athletes unless they are competing. Thank you for being a valued partner to FSU Athletics and we look forward to hearing from you soon.

X  \_\_\_\_\_



August 26, 2020

Chairman Bryan Desloge  
Leon County Commission  
Leon County Courthouse  
301 S Monroe St.  
Tallahassee, FL 32301

Chairman Desloge:

I hope you and your family are continuing to stay safe and healthy during these truly unprecedented times.

Slowly but surely, Tallahassee Community College Athletics is taking steps to bring back some sense of normalcy for our student-athletes, coaches and staff. While the National Junior College Athletic Association (NJCAA), in July, moved the majority of its sports to the Spring 2021 semester, men's and women's cross country retained its status as a fall sport, and our Eagles have been training for the upcoming season since early August.

To aid our student-athletes in preparation for the 2020 schedule, which is slated to begin September 4, I would like to respectfully ask for your consideration in "re-opening" the Apalachee Regional Park. While our other sports – baseball, softball and basketball – have an on-campus facility in which to train, the ARP helps fill that role for our runners and is viewed as extension of our campus.

Alongside Florida State University, Florida A&M University and Leon County Schools, the TCC Eagles are proud to claim the ARP as its home course. In fact, the ARP has hosted our FCSAA State Championship race since its inception in 2016, with the 2020 event scheduled for October 30, and has been selected to host our national championship event in 2022.

The athletics directors in the Florida College System have put a lot of time and effort into developing action plans for our programs as we continue to navigate the COVID-19 pandemic, and we are committed to maintaining a safe environment for our student-athletes by honoring any guidelines established by Leon County when we return to the ARP.

On behalf of the young men and women who represent Tallahassee Community College, thank you for your consideration.

Sincerely,

Rob Chaney  
Director of Athletics  
Tallahassee Community College



September 1, 2020

Chairman Bryan Desloge  
Leon County Commission  
Leon County Courthouse  
301 S Monroe St.  
Tallahassee, FL 32301

Chairman Desloge:

The Florida High School Athletic Association (FHSAA) has been privileged to enjoy a longstanding partnership with Visit Tallahassee, Leon County Schools and the entire Tallahassee community for the conduct of the Florida High School Cross Country State Championships at Apalachee Regional Park, and most recently the Florida High School Class 1A-3A Football State Championships at Gene Cox Stadium.

As we move forward in an uncertain time, we must keep in mind interscholastic athletics and competition play a vital role in both the growth and development of our high school level youth. Because of this importance, the FHSAA Board of Directors has voted to allow member schools an opportunity to overcome adversity and make their way back to competition this Fall. It is with great support and respect that I request your Board's consideration to reopen Apalachee Regional Park, as it is currently scheduled to host a pre-state cross country meet on October 3<sup>rd</sup>, along with the 2020 cross country state championships on November 13<sup>th</sup> and 14<sup>th</sup>.

Although the current COVID-19 pandemic has presented unique challenges and a multitude of adversity to all of us, we are committed to working with local event organizers through the adherence of local guidelines to conduct and maintain a safe environment for all of our student-athletes and spectators that are scheduled to attend this year's events.

On behalf of Florida high school student-athletes, thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "George D. Tomin", written over a horizontal line.

George D. Tomin  
Executive Director

**GUIDELINES**

# **OPENING UP AMERICA AGAIN**





## Overview

### CRITERIA

*The data-driven conditions each region or state should satisfy before proceeding to a phased opening.*

### PREPAREDNESS

*What States should do to meet the challenges ahead.*

### PHASE GUIDELINES

*Responsibilities of individuals and employers during all phases, and in each specific phase of the opening.*



## Proposed State or Regional Gating Criteria

(Satisfy Before Proceeding to Phased Opening)

### SYMPTOMS

Downward trajectory of influenza-like illnesses (ILI) reported within a 14-day period

AND

Downward trajectory of COVID-like syndromic cases reported within a 14-day period

### CASES

Downward trajectory of documented cases within a 14-day period

OR

Downward trajectory of positive tests as a percent of total tests within a 14-day period (flat or increasing volume of tests)

### HOSPITALS

Treat all patients without crisis care

AND

Robust testing program in place for at-risk healthcare workers, including emerging antibody testing

\*State and local officials may need to tailor the application of these criteria to local circumstances (e.g., metropolitan areas that have suffered severe COVID outbreaks, rural and suburban areas where outbreaks have not occurred or have been mild). Additionally, where appropriate, Governors should work on a regional basis to satisfy these criteria and to progress through the phases outlined below.





## Core State Preparedness Responsibilities

### TESTING & CONTACT TRACING

- ✓ Ability to quickly set up safe and efficient screening and testing sites for symptomatic individuals and trace contacts of COVID+ results
- ✓ Ability to test Syndromic/ILI-indicated persons for COVID and trace contacts of COVID+ results
- ✓ Ensure sentinel surveillance sites are screening for asymptomatic cases and contacts for COVID+ results are traced (sites operate at locations that serve older individuals, lower-income Americans, racial minorities, and Native Americans)

### HEALTHCARE SYSTEM CAPACITY

- ✓ Ability to quickly and independently supply sufficient Personal Protective Equipment and critical medical equipment to handle dramatic surge in need
- ✓ Ability to surge ICU capacity

### PLANS

- ✓ Protect the health and safety of workers in critical industries
- ✓ Protect the health and safety of those living and working in high-risk facilities (e.g., senior care facilities)
- ✓ Protect employees and users of mass transit
- ✓ Advise citizens regarding protocols for social distancing and face coverings
- ✓ Monitor conditions and immediately take steps to limit and mitigate any rebounds or outbreaks by restarting a phase or returning to an earlier phase, depending on severity



OPENING UP AMERICA AGAIN

# Proposed Phased Approach

BASED ON **UP-TO-DATE DATA** AND READINESS

**MITIGATES** RISK OF RESURGENCE

**PROTECTS** THE MOST VULNERABLE

IMPLEMENTABLE ON **STATEWIDE OR COUNTY-BY-COUNTY** BASIS AT GOVERNORS' DISCRETION



## Guidelines for All Phases: Individuals

### CONTINUE TO PRACTICE GOOD HYGIENE

- ✓ Wash your hands with soap and water or use hand sanitizer, especially after touching frequently used items or surfaces.
- ✓ Avoid touching your face.
- ✓ Sneeze or cough into a tissue, or the inside of your elbow.
- ✓ Disinfect frequently used items and surfaces as much as possible.
- ✓ Strongly consider using face coverings while in public, and particularly when using mass transit.

### PEOPLE WHO FEEL SICK SHOULD STAY HOME

- ✓ Do not go to work or school.
- ✓ Contact and follow the advice of your medical provider.

Continue to adhere to State and local guidance as well as complementary CDC guidance, particularly with respect to face coverings.

## Guidelines for All Phases: Employers

**Develop and implement appropriate policies, in accordance with Federal, State, and local regulations and guidance, and informed by industry best practices, regarding:**

- ✓ Social distancing and protective equipment
- ✓ Temperature checks
- ✓ Testing, isolating, and contact tracing
- ✓ Sanitation
- ✓ Use and disinfection of common and high-traffic areas
- ✓ Business travel

**Monitor workforce for indicative symptoms. Do not allow symptomatic people to physically return to work until cleared by a medical provider.**

**Develop and implement policies and procedures for workforce contact tracing following employee COVID+ test.**



OPENING UP AMERICA AGAIN

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# Phase One

FOR STATES AND REGIONS

THAT SATISFY THE GATING CRITERIA



# Phase One

## INDIVIDUALS

**ALL VULNERABLE INDIVIDUALS\*** should continue to shelter in place. Members of households with vulnerable residents should be aware that by returning to work or other environments where distancing is not practical, they could carry the virus back home. Precautions should be taken to isolate from vulnerable residents.

All individuals, **WHEN IN PUBLIC** (e.g., parks, outdoor recreation areas, shopping areas), should maximize physical distance from others. Social settings of more than 10 people, where appropriate distancing may not be practical, should be avoided unless precautionary measures are observed.

Avoid **SOCIALIZING** in groups of more than 10 people in circumstances that do not readily allow for appropriate physical distancing (e.g., receptions, trade shows)

**MINIMIZE NON-ESSENTIAL TRAVEL** and adhere to CDC guidelines regarding isolation following travel.

\*See Appendix 1 for Definition of Vulnerable Individuals

EACH PHASE OF THIS GUIDANCE ADDRESSES THOSE ASPECTS OF DAILY LIFE FOR WHICH RESTRICTIONS REMAIN APPROPRIATE DUE TO COVID.



# Phase One

## EMPLOYERS

Continue to **ENCOURAGE TELEWORK**, whenever possible and feasible with business operations.

If possible, **RETURN TO WORK IN PHASES**.

Close **COMMON AREAS** where personnel are likely to congregate and interact, or enforce strict social distancing protocols.

Minimize **NON-ESSENTIAL TRAVEL** and adhere to CDC guidelines regarding isolation following travel.

Strongly consider **SPECIAL ACCOMMODATIONS** for personnel who are members of a **VULNERABLE POPULATION**.

EACH PHASE OF THIS GUIDANCE ADDRESSES THOSE ASPECTS OF DAILY LIFE FOR WHICH RESTRICTIONS REMAIN APPROPRIATE DUE TO COVID.



# Phase One

## SPECIFIC TYPES OF EMPLOYERS

**SCHOOLS AND ORGANIZED YOUTH ACTIVITIES** (e.g., daycare, camp) that are currently closed should remain closed.

**VISITS TO SENIOR LIVING FACILITIES AND HOSPITALS** should be prohibited. Those who do interact with residents and patients must adhere to strict protocols regarding hygiene.

**LARGE VENUES** (e.g., sit-down dining, movie theaters, sporting venues, places of worship) can operate under strict physical distancing protocols.

**ELECTIVE SURGERIES** can resume, as clinically appropriate, on an outpatient basis at facilities that adhere to CMS guidelines.

**GYMS** can open if they adhere to strict physical distancing and sanitation protocols.

**BARS** should remain closed.

EACH PHASE OF THIS GUIDANCE ADDRESSES THOSE ASPECTS OF DAILY LIFE FOR WHICH RESTRICTIONS REMAIN APPROPRIATE DUE TO COVID.





OPENING UP AMERICA AGAIN

# Phase Two

FOR STATES AND REGIONS WITH NO EVIDENCE OF  
A REBOUND AND THAT SATISFY THE GATING  
CRITERIA A SECOND TIME

# Phase Two

## INDIVIDUALS

**ALL VULNERABLE INDIVIDUALS** should continue to shelter in place. Members of households with vulnerable residents should be aware that by returning to work or other environments where distancing is not practical, they could carry the virus back home. Precautions should be taken to isolate from vulnerable residents.

All individuals, **WHEN IN PUBLIC** (e.g., parks, outdoor recreation areas, shopping areas), should maximize physical distance from others. Social settings of more than 50 people, where appropriate distancing may not be practical, should be avoided unless precautionary measures are observed.

**NON-ESSENTIAL TRAVEL** can resume.

EACH PHASE OF THIS GUIDANCE ADDRESSES THOSE ASPECTS OF DAILY LIFE FOR WHICH RESTRICTIONS REMAIN APPROPRIATE DUE TO COVID.



# Phase Two

## EMPLOYERS

Continue to **ENCOURAGE TELEWORK**, whenever possible and feasible with business operations.

Close **COMMON AREAS** where personnel are likely to congregate and interact, or enforce moderate social distancing protocols.

**NON-ESSENTIAL TRAVEL** can resume.

Strongly consider **SPECIAL ACCOMMODATIONS** for personnel who are members of a **VULNERABLE POPULATION**.

EACH PHASE OF THIS GUIDANCE ADDRESSES THOSE ASPECTS OF DAILY LIFE FOR WHICH RESTRICTIONS REMAIN APPROPRIATE DUE TO COVID.



# Phase Two

## SPECIFIC TYPES OF EMPLOYERS

**SCHOOLS AND ORGANIZED YOUTH ACTIVITIES** (e.g., daycare, camp) can reopen.

**VISITS TO SENIOR CARE FACILITIES AND HOSPITALS** should be prohibited. Those who do interact with residents and patients must adhere to strict protocols regarding hygiene.

**LARGE VENUES** (e.g., sit-down dining, movie theaters, sporting venues, places of worship) can operate under moderate physical distancing protocols.

**ELECTIVE SURGERIES** can resume, as clinically appropriate, on an outpatient and in-patient basis at facilities that adhere to CMS guidelines.

**GYMS** can remain open if they adhere to strict physical distancing and sanitation protocols.

**BARS** may operate with diminished standing-room occupancy, where applicable and appropriate.

EACH PHASE OF THIS GUIDANCE ADDRESSES THOSE ASPECTS OF DAILY LIFE FOR WHICH RESTRICTIONS REMAIN APPROPRIATE DUE TO COVID.



OPENING UP AMERICA AGAIN

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# Phase Three

FOR STATES AND REGIONS WITH NO EVIDENCE OF  
A REBOUND AND THAT SATISFY THE GATING  
CRITERIA A THIRD TIME



# Phase Three

## INDIVIDUALS

**VULNERABLE INDIVIDUALS** can resume public interactions, but should practice physical distancing, minimizing exposure to social settings where distancing may not be practical, unless precautionary measures are observed.

**LOW-RISK POPULATIONS** should consider minimizing time spent in crowded environments.

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# Phase Three

## EMPLOYERS

Resume **UNRESTRICTED STAFFING** of worksites.

EACH PHASE OF THIS GUIDANCE ADDRESSES THOSE ASPECTS OF DAILY LIFE FOR WHICH RESTRICTIONS REMAIN APPROPRIATE DUE TO COVID.



# Phase Three

## SPECIFIC TYPES OF EMPLOYERS

**VISITS TO SENIOR CARE FACILITIES AND HOSPITALS** can resume. Those who interact with residents and patients must be diligent regarding hygiene.

**LARGE VENUES** (e.g., sit-down dining, movie theaters, sporting venues, places of worship) can operate under limited physical distancing protocols.

**GYMS** can remain open if they adhere to standard sanitation protocols.

**BARS** may operate with increased standing room occupancy, where applicable.

EACH PHASE OF THIS GUIDANCE ADDRESSES THOSE ASPECTS OF DAILY LIFE FOR WHICH RESTRICTIONS REMAIN APPROPRIATE DUE TO COVID.

## Appendix

# Vulnerable Individuals

- 1. Elderly individuals.*
- 2. Individuals with serious underlying health conditions, including high blood pressure, chronic lung disease, diabetes, obesity, asthma, and those whose immune system is compromised such as by chemotherapy for cancer and other conditions requiring such therapy.*







# Safe. Smart. Step-by-Step.

## PLAN FOR FLORIDA'S RECOVERY



## Table of Contents

### *Message from Lieutenant Governor Jeanette Nuñez*

Re-Open Florida Task Force Membership .....	1
The COVID-19 Pandemic in Florida .....	2
Guiding Principles in Re-Opening .....	7
Roadmap for Re-Opening .....	8
General Mitigation Guidance .....	12
General Protocols .....	14
The Plan: Phases of Re-Opening	
Phase 0: Current Phase .....	16
Phase 1 of Re-Opening .....	19
Phase 2 of Re-Opening .....	23
Phase 3 of Re-Opening .....	27
Ongoing Considerations .....	30



## Message From Lieutenant Governor Jeanette Nuñez

Governor DeSantis:

As you know, the onset of this pandemic has truly tested the fiber of the state of Florida. We have, indeed, been living in uncertain times, fighting a faceless opponent, but rising to the occasion thanks to selfless medical professionals, health administrators, first responders, our National Guard, and your unwavering leadership.

During this unprecedented health crisis, your actions have been thoughtful, measured and critical to minimizing the spread of COVID-19. When you delivered your inaugural address, you pledged to Floridians that you would use your best judgment and courage of your convictions, and during this crisis, you have done just that.

Early on and throughout this pandemic, our Administration's focus has been on flattening the curve, protecting our most vulnerable residents, and ensuring access to testing and hospital capacity. With a strategic and preventive approach in our nursing homes, assisted living facilities, and long-term care facilities, our elderly were prioritized to curtail the spread of the virus and ensure their well-being.

Your prompt and unrelenting emphasis on testing capabilities aided us in pinpointing the areas of our state with the highest infection rates. Your swift action to allow recently retired law enforcement, first responders and healthcare personnel to return to the workforce emphasized an all-hands-on-deck approach to combating this silent disease.

These are just a few examples of the mitigation measures that saved lives in Florida, however, we have not yet turned the page on this virus and the health and economic impact it has left behind. I have all the faith in our Administration, our healthcare professionals, our economic and industry leaders and our community to emerge even stronger.

The Task Force demonstrated a commitment to a safe, incremental, and comprehensive approach. With input from public and private sector leaders, business executives and residents from the Florida Keys to the Emerald Coast, we are vested in initiatives that support our workforce, while renewing and restoring our economy. Attached herein is a report based on presentations, discussions, and public commentary.

Thank you for entrusting me to lead our Re-Open Florida Task Force Executive Committee. I am honored to have moderated comprehensive discussions that explored the best way to open up the Sunshine State with public health-driven data at the forefront.

God Bless,

A handwritten signature in black ink that reads "Jeanette M. Nuñez". The signature is fluid and cursive, with a large, stylized "J" and "N".

Lieutenant Governor Jeanette Nuñez

# Re-Open Florida Task Force

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Dan Doyle Jr., *CEO, DEX Imaging*



## The COVID-19 Pandemic in Florida

### HISTORY

In late 2019, a novel infectious disease was detected in Wuhan, China. This virus, eventually named Coronavirus disease 2019 (COVID-19), rapidly spread throughout China and eventually the world, leading the World Health Organization to declare a Public Health Emergency of International Concern and a global pandemic.

The virus reached the West Coast of the United States in January of 2020. When two Florida residents tested positive the first week of March, Governor Ron DeSantis responded by issuing Executive Order 20-51, directing the Florida Department of Health to declare a Public Health Emergency. Eight days later, Governor DeSantis declared a State of Emergency.

As of the date of this report, over 3 million cases of COVID-19 have been reported across 185 countries and territories, resulting in over 200,000 deaths. Over 32,000 Floridians have tested positive, and over 1,200 have lost their lives.

### STATE RESPONSE

Since the introduction of COVID-19 into the State of Florida, the state has taken a strategic and methodical approach to combat the spread of this deadly virus. On March 1, Governor DeSantis instructed the State Surgeon General to declare a Public Health Emergency. On March 9, Governor DeSantis placed Florida in a State of Emergency, which provided the Governor and his team of experts with the needed flexibility to take decisive actions to prepare for and respond to the COVID-19 pandemic in Florida. Governor DeSantis worked to ensure that our most high-risk and vulnerable populations were protected. As a result, Governor DeSantis prohibited visitors to our state's nursing homes, assisted living facilities and long-term care facilities statewide and directed our State Surgeon General to issue a public health advisory urging all persons over the age of 65—as well as all persons with serious underlying medical conditions—to stay home.

Governor DeSantis did not take a “one size fits all” approach to mitigating the threat of COVID-19 in our large and diverse state. The plan was measured and mitigation efforts were targeted. Governor DeSantis worked with local governments where the spread of COVID-19 proliferated—primarily in Southeast Florida—to limit physical movement and mitigate the further spread of COVID-19 in these areas.

When Governor DeSantis implemented statewide mitigation efforts, he did so carefully. Governor DeSantis took actions designed to limit movement and interaction across industries that posed a higher risk for transmitting the virus, like restaurants, bars, nightclubs and gyms, while preserving the capacity of our health care system. Any medically unnecessary surgical procedures were prohibited—freeing up imperative hospital bed capacity. Additionally, Governor DeSantis took important steps to limit the entry of COVID-19 into our state by requiring those traveling into our state from areas with substantial community spread to isolate for a period of 14-days upon entry into Florida.

## The COVID-19 Pandemic in Florida (continued)

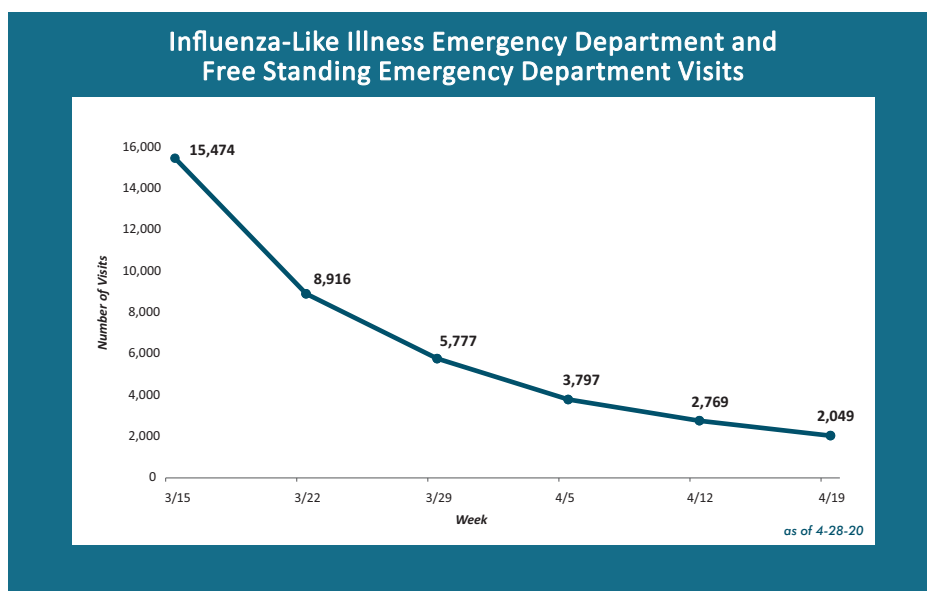
As the curve is flattening statewide and our health care system's capacity remains steady, Governor DeSantis is leading the charge to safely re-open the state's economy.

### COVID-19 IN FLORIDA

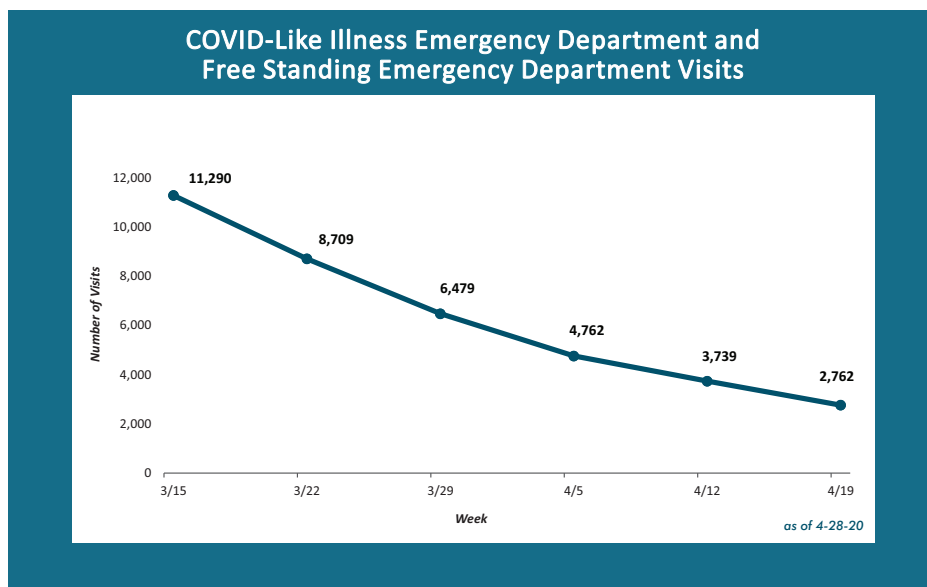
At the close of April 2020, the state of Florida has achieved several critical benchmarks relating to syndromic surveillance, epidemiology and outbreak decline, and health care capability indicating successful management of the COVID-19 pandemic.

During the final weeks of April, the state saw a downward trajectory of emergency department visits for influenza-like and COVID-19-like illness (Figures 1-3).

**Figure 1**

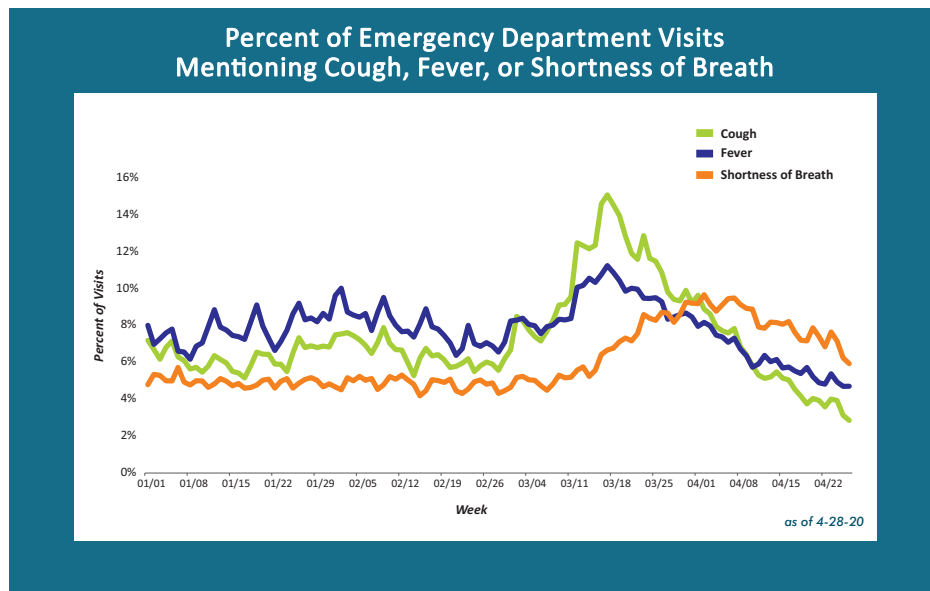


**Figure 2**



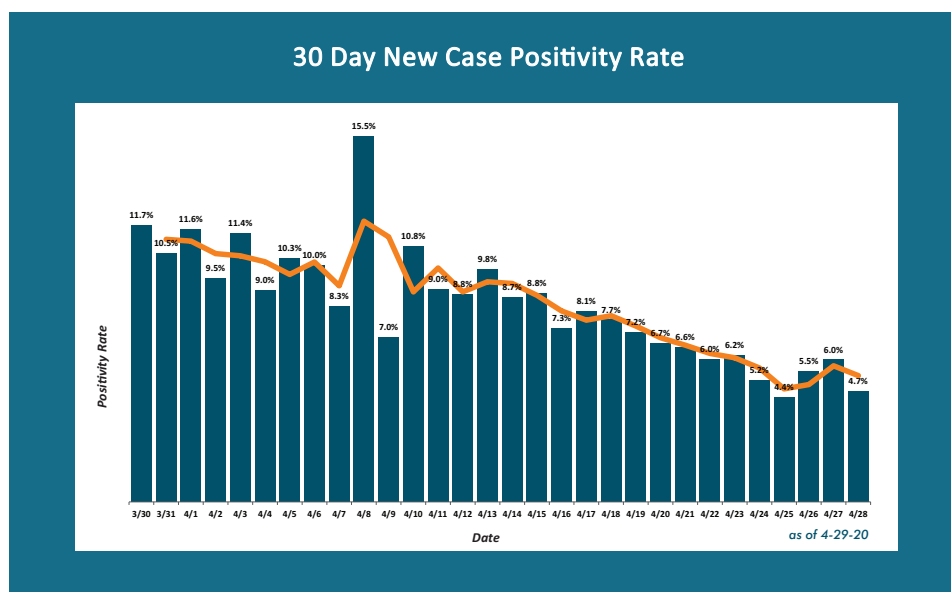
## The COVID-19 Pandemic in Florida (continued)

Figure 3



Statewide, Florida has seen the percent of new positive cases steadily decrease (Figure 4).

Figure 4





## The COVID-19 Pandemic in Florida (continued)

Finally, Florida continued to expand its testing program for first responders, at-risk health care workers, and vulnerable populations. The state deployed Mobile Testing Teams in conjunction with the National Guard to obtain samples in nursing homes, and pharmacies began offering on-site testing for eligible individuals. In addition, the state's hospital system demonstrated the ability to treat patients without resorting to surge capacity models (Figure 5).

**Figure 5**

Florida Hospital Bed Availability							
	FLORIDA	MIAMI- DADE	BROWARD	PALM BEACH	HILLSBOROUGH	ORANGE	DUVAL
Total Licensed Beds	68,735	9,455	6,816	4,332	4,378	4,751	3,927
Total Staffed Beds	58,742	8,102	5,403	4,044	3,982	3,743	3,794
Total Available Beds	22,060	2,991	1,739	1,815	1,470	1,204	1,684
Available Capacity	37.55%	32.19%	32.19%	44.88%	36.92%	32.17%	44.39%
Hospitalizations Change in Last 24 Hours	30	38	-12	7	4	-1	-3
Hospitalizations	2,131	767	324	230	41	52	58

as of 4-29-20

With these critical benchmarks achieved and a flattening of the curve, the state stands ready to begin Phase 1 of a multi-phase path toward the gradual elimination of restrictions on movement, congregation, and participation in society. As we recommend lifting these restrictions, it is important to continue implementing measures that mitigate and reduce the spread of COVID-19 in Florida while prioritizing the protection of individuals over the age of 65 and those who have serious underlying medical conditions.

## The COVID-19 Pandemic in Florida (continued)

### AGENCY RESOURCES

For additional information on COVID-19 in Florida, several of Florida's agencies provide updated, detailed reports of COVID-19-related information.

The Department of Health maintains a dashboard providing daily updates regarding positive cases, sources of exposure, hospitalizations, and deaths. These data are available to the public at <https://floridahealthcovid19.gov/>.

The Florida Agency for Health Care Administration maintains a publicly accessible database of up-to-date information regarding hospital capacity, including bed availability and intensive care unit bed availability by hospital and county. The information is accessible at [http://ahca.myflorida.com/covid-19\\_alerts.shtml](http://ahca.myflorida.com/covid-19_alerts.shtml)

In addition to making information available, Florida has deployed novel tools to gather data and predict needs. Florida partnered with Google to launch a survey that collects information regarding symptom prevalence, travel history, mitigation behaviors, and exposure to COVID-19. The survey is available to Floridians and non-Floridians alike and can be accessed at <https://strongerthanc19.com>.

Safe. Smart. Step-by-Step.



PLAN FOR FLORIDA'S RECOVERY

## Guiding Principles for Re-Opening



### PUBLIC HEALTH & SAFETY

The first priority in re-opening is maintaining the health and safety of all Floridians. Every measure taken by state and local governments, businesses, and individuals should consider the general health and safety of the public.



### PROTECTION OF THE VULNERABLE

Targeted measures should focus on Floridians over the age of 65 and those who have serious underlying medical conditions to prevent exposure to COVID-19.



### HEALTH CARE SYSTEM READINESS

Health facilities should be able to return to normal operations through a prudent approach that ensures available capacity to treat COVID-19 patients in the event of a medical surge. Health care systems also need to develop models for the sustainability of medical supplies and preservation of medical resources without the need for public augmentation of medical supplies.



### ECONOMIC RECOVERY

The **Safe. Smart. Step-by-Step.** plan to re-open Florida should support the highest practicable level of business operation while maintaining public health and safety, so that all Floridians can return to work and the economy can recover.



### PROTECTION OF CIVIL LIBERTIES & MAINTAINING INDIVIDUAL RIGHTS

Measures taken by the government must not impair the fundamental rights of Floridians, and when restrictive measures are imposed they should be the least restrictive measures feasible to accomplish a specific medically necessary objective.



### PUBLIC CONFIDENCE

The **Safe. Smart. Step-by-Step.** plan to re-open Florida must be rooted in sound medical judgement and driven by health metrics so that every Floridian feels safe as they return to work and their daily activities. An effective communications strategy is critical to ensuring public confidence in the COVID-19 mitigation strategies.



### PARTNERSHIP WITH LOCAL COMMUNITIES

Local communities are partners with the state as the **Safe. Smart. Step-by-Step.** plan to re-open Florida is implemented. Florida is a geographically large and diverse state and each of our local communities has unique insight into their individual circumstances. Local communities will play an important role in the plan to re-open Florida.

## Safe. Smart. Step-by-Step.



PLAN FOR FLORIDA'S RECOVERY

# Roadmap for Re-Opening

Florida's **Safe. Smart. Step-by-Step.** plan to re-open is grounded in up-to-date data measuring COVID-19 spread, risk, and readiness. This plan is designed to mitigate the risk of resurgence and to protect the most vulnerable, while allowing for a phased path to economic recovery.

This plan should occur in four phases: Phase 0, which is the current phase we are in today; Phase 1; Phase 2; and Phase 3. Entry into each phase will be consistently evaluated in close consultation with public health experts and local government officials.



## BENCHMARKS



Florida should track critical benchmarks on a statewide basis, the most important of which is hospital capacity to respond in the event of an unexpected surge of COVID-19. If the state shows consistent success, these guidelines contemplate advancement to the next phase. If, however, COVID-19 data suggests increased spread, the state should remain in the current phase. The state should continually review any sudden, unexplained spikes in the number of COVID-19 cases, while factoring in increases in testing and monitor any increases in hospitalizations. In extreme situations, the Governor may deploy a geographically targeted response in consultation with public health officials.

# Benchmarks for Re-Opening

Using the *White House Guidelines for Opening up America Again* as a baseline, the Florida Department of Health has identified three data components that should be considered.

## SYNDROMIC SURVEILLANCE

Syndromic surveillance methods look at individual and population health indicators (such as characteristic symptoms of a particular disease). The objective of this surveillance system is to provide the data and analytic tools needed to identify outbreaks or unusual trends more rapidly, leading to timely public health responses.

### Metric

a. Downward trajectory of influenza-like illnesses (ILI)

**AND**

b. Downward trajectory of COVID-19-like illnesses (fever, cough, shortness of breath)

**AND**

*Data Source: Early Notification of Community-Based Epidemics (ESSENCE): Florida's syndromic surveillance system.*

## EPIDEMIOLOGY & OUTBREAK DECLINE

Outbreak data captures actual reports of positive cases and traces the causes of health outcomes and diseases. It includes the study of the distribution (frequency, pattern) and determinants (causes, risk factors) of diseases.

The objective of monitoring these data is to ensure the state is managing the spread of COVID-19 and employing effective mitigation measures.

### Metric

a. Downward trajectory of documented COVID-19 cases

**OR**

b. Downward trajectory of positive tests as a percent of total tests (flat or increasing volume of tests)

**AND**

*Data Source: Merlin, Florida's reportable disease data base.*

## HEALTH CARE CAPABILITY

Data about hospital capacity and readiness shows whether the health care system is ready to respond in the event of an unexpected surge of COVID-19 illness. The ideal situation is for the system to be able to treat all patients without needing to use emergency surge plans and to have a robust COVID-19 testing program in place.

### Metric

a. Capability to treat all patients without triggering surge capacity

**AND**

b. Robust testing program in place for at-risk healthcare workers, including emerging antibody testing

*Data Source: Emergency Status System (ESS) for bed availability data.*

## Roadmap (continued)

### HEALTH CARE CAPABILITY ADDITIONAL REQUIREMENTS

Hospitals satisfy the benchmark for health care capability if they:

1. Have the capacity to immediately convert additional facility-identified surgical and intensive care beds for treatment of COVID-19 patients in a surge capacity situation; and,
2. Have adequate personal protective equipment (PPE) available.
  - o Hospitals must have a well-established supply chain management structure and controls to maintain appropriate levels of PPE and report regularly both PPE levels and bed capacity to the Agency for Health Care Administration.
  - o The adequacy of supplies must take into consideration universal masking of all staff and patients and other guidelines per the Centers for Disease Control and Prevention (CDC) and the Florida Department of Health.
  - o Hospitals should maintain, an adequate supply of N95 masks, surgical masks, gloves, surgical gowns, and other critical resources for current needs with sufficient supply remaining in the event of a surge.
  - o Hospitals must confirm the reliability of their commercial supply chains to ensure timely and adequate supplies of PPE.
  - o Hospitals should not be seeking any additional federal or state assistance requesting PPE supplies upon resuming elective procedures.
  - o Protocols to conserve PPE should be well established and hospitals must provide effective training in PPE conservation including appropriate donning and doffing of PPE.

### TESTING

Testing for COVID-19 is a critical component to Florida's plan to re-open in a **Safe. Smart. Step-by-Step.** approach. As the state re-opens, the amount of testing should be further expanded so state and local health officials can adequately monitor the prevalence of the virus within communities.

The state, in coordination with local governments, healthcare providers, private laboratories, and educational institutions, should have the capacity to reach the following average amount of tests per day over a 7-day period:

- 30,000 average tests per day by May 15;
- 40,000 average tests per day by June 15.

Importantly, Florida has more testing capacity than actual demand. We must work to encourage the expansion of testing up to our capacity.

## Roadmap (continued)

The state should pursue an aggressive strategy to further expand testing. Strategies should include:

- Optimizing existing state data dashboards by leveraging the current reporting process for the Department of Health and Agency for Health Care Administration.
- Leveraging private sector partners to scale up testing by partnering with health systems throughout the state.

Local governments should develop testing strategies that expand their rate of testing in the population and reduce the need for state and federal supported testing locations. This plan should provide law enforcement agencies, health care professionals and first responders with priority access to rapid testing, either at point-of-care, when available, or when tests are sent to laboratories.

Local governments should coordinate with health care facilities within their jurisdiction in the development of their testing strategy. The rate of testing within a county should not decline as the state progresses through the phases of re-opening and each community should maintain a minimum level of testing with the goal of achieving and maintaining recommended testing capabilities.

## CONTACT TRACING

To enhance the state and local health system's contact tracing process, collaboration methods should be pursued for state-wide expansion of rigorous contact tracing. These methods should prioritize adoption of digital applications, increased work force and use of technological innovations. Specific objectives for an expanded contract tracing program:

- Scale and implement contact tracing programs throughout the state using a phased-in approach targeting geographic regions to contain new outbreaks of COVID-19.
- Leverage private sector and university partners to scale up contact tracing throughout the state.



## General Mitigation Guidance

There is currently no vaccine to prevent contraction of COVID-19. We must bear in mind that, as Floridians, we are all in this together and we have a responsibility to continue practicing mitigation measures.

These general mitigation guidelines are minimum recommended health protocols and are designed to be utilized at every phase of re-opening. Individuals and employers should continue to adhere to federal, state and local guidance, including information from the CDC.

### INDIVIDUALS

Individuals are encouraged to practice good hygiene and engage in healthy activities, including outdoor activities, while practicing social distancing.

The following general guidance is recommended for all individuals throughout each phase of re-opening:

- Practice social distancing, as the virus is most transmissible indoors under close, sustained contact. If you are around other people, try to maintain 6 feet of separation.
- Avoid hugs, handshakes, large gatherings and close quarters.
- Frequently wash hands with soap and water for at least 20 seconds or use hand sanitizer with at least a 60 percent alcohol base if soap and water are not available.
- Consider wearing a face mask or cloth face cover when entering a business, or within close proximity to members of the public.
- Avoid touching eyes, nose and mouth.
- Cover your cough or sneeze with your elbow or a tissue and dispose of the tissue.
- Clean and disinfect frequently touched items and surfaces as much as possible.
- Monitor your symptoms carefully. If you feel sick, stay home.
- If you believe you are infected with COVID-19, contact your health care provider immediately.
- If you are older than 65 years of age or have a serious underlying medical condition, avoid large crowds.

### EMPLOYERS

Employers should prepare their workplaces and consider how to minimize the spread of COVID-19 and lower the impact in their workplace.



## General Mitigation (continued)

The following general guidance is recommended for all employers throughout each phase of re-opening:

- Practice social distancing, as the virus is most transmissible indoors under close, sustained contact. If you are around other people, try to maintain 6 feet of separation.
- Avoid hugs, handshakes, large gatherings and close quarters.
- Clean and disinfect high-touch, high-traffic surface areas.
- Develop and implement policies and procedures to train employees on personal hygiene expectations, including increased frequency of hand washing, the use of hand sanitizers with at least 60 percent alcohol and, clear instruction to avoid touching hands to face.
- For businesses that are close contact or have a high potential for exposure to COVID-19, require employees to wear masks, cloth face coverings or other PPE while inside or within close proximity to members of the public.
- Make hand sanitizer, disinfecting wipes, soap and water, or similar disinfectant readily available to employees and customers.
- Encourage employees who feel sick to stay home and monitor employees for COVID-19 symptoms.
- Do not allow symptomatic people to physically return to work until they meet CDC criteria to do so and are cleared by a medical provider.
- Develop and implement policies and procedures for workforce tracing following a positive COVID-19 test by an employee or an employee who has come into contact with an individual testing positive for COVID-19.



## General Protocols

These general protocols are applicable statewide and at every phase of re-opening.

### VISITS TO LONG-TERM CARE FACILITIES & CORRECTIONAL FACILITIES

Visits to nursing homes, assisted living facilities, adult family-care homes, long-term care facilities, adult group homes and correctional facilities should remain prohibited. Those who interact with residents and patients must adhere to strict hygiene protocols. These restrictions may be lifted by order of the Governor in consultation with state health officials and should not be a component of the phased-in the **Safe. Smart. Step-by-Step.** plan.

### HOSPITAL REGIONAL COLLABORATION WITH SKILLED NURSING FACILITIES, ASSISTED LIVING FACILITIES & OTHER RESIDENTIAL PROVIDERS

- To support safe and effective infection prevention and control strategies at long-term care facilities, hospitals should proactively engage and collaborate with skilled nursing facilities, assisted living facilities, and other long-term care residential providers to share best practices on infection control.
  - If a resident at a skilled nursing facility, assisted living facility, or other long-term care residential facility is admitted to a hospital, the hospital should only discharge those residents for return to their skilled nursing facility, assisted living facility, or other long-term care residential facility only after a negative COVID-19 test result.
- If available, hospitals should provide timely access to testing for residents and staff.
- An alert system in hospital electronic medical record systems should be established to identify emerging COVID-19 cases at local facilities.
- Additionally, hospitals should provide other identified and important resources to support the care of frail elderly and others with underlying medical conditions in these residential facilities to:
  - Prevent the introduction of the virus into the facility;
  - Appropriately care for those with COVID-19; and
  - Prevent the spread of the virus in these facilities.

### ELECTIVE PROCEDURES AT HEALTH CARE FACILITIES

Upon the expiration of Executive Order 20-72 on May 8, 2020, healthcare practitioners should resume all inpatient and outpatient elective procedures at hospitals, ambulatory surgical centers, office surgery centers, dental, orthodontic and endodontic offices, and other health care practitioners' offices. The Governor should authorize the Agency for Health Care Administration and the Florida Department of Health to take actions necessary to limit elective procedures if:

## General Protocols (continued)

- Hospitals do not have the capacity to immediately convert additional facility-identified surgical and intensive care beds for treatment of COVID-19 patients in a surge capacity situation;
- Hospitals do not have adequate PPE available to complete all medical procedures and respond to COVID-19 treatments needs;
- Hospitals seek any additional federal, state, or local assistance regarding PPE supplies once resuming elective procedures; and
- Hospitals fail to provide support to and proactively engage with skilled nursing facilities, assisted living facilities, and other long-term care residential providers.

### CHILDCARE FACILITIES (i.e. Daycares and Summer Camps)

Childcare facilities, including daycares and voluntary pre-kindergarten programs, should continue to operate throughout each phase of the **Safe. Smart. Step-by-Step.** plan and follow general mitigation protocols as outlined in this report. Childcare facilities should consider implementing the following mitigation techniques:

- Require all staff to wear masks or cloth face coverings and other PPE while on premises.
- Limit class size to maximize social distancing, where feasible, as the virus is most transmissible indoors under close, sustained contact.
- Institute handwashing at regular intervals (i.e. every hour).
- Conduct temperature checks daily.



## **The Plan: Phases For Re-Opening PHASE 0: CURRENT PHASE**

Floridians are operating under the Current Phase as of the date of this report. Executive Order 20-91, which permitted only essential services and activities, expires on April 30, 2020.

### **INDIVIDUALS**

#### **Vulnerable Populations**

Individuals older than 65 years of age with a serious underlying medical condition (such as chronic lung disease, moderate-to-severe asthma, serious heart conditions, immune-compromised status, cancer, diabetes, severe obesity, renal failure and liver disease) are urged to stay at home and only leave their homes when necessary to obtain or provide essential services or conduct essential activities.

#### **Social Gatherings**

All individuals are urged to continue to maximize physical distance from others in public, particularly in enclosed environments. Individuals are urged to avoid socializing in groups of more than 10 people.

#### **Travel**

Individuals are urged to avoid all non-essential travel and cruises, including to U.S. states and cities outside of Florida with community spread of COVID-19. Individuals coming to Florida from an area with substantial community spread, including the New York Tri-State Area (Connecticut, New Jersey and New York) and Louisiana, should isolate for 14 days upon arrival in Florida.

### **EMPLOYERS**

#### **Telework**

Employers are encouraging teleworking, where practical.

#### **Employee Screening**

All employers are urged to screen employees before entering the premises for symptoms of COVID-19 or influenza like illness and, where practical, take the temperature of each employee.

#### **Travel**

Employers are urged to avoid non-essential travel and adhere to CDC guidelines regarding isolation following travel.

#### **Local Government Meetings**

Requirements for in-person quorum for a local government body to meet are suspended and the use of technology and video conferencing for local government meetings is authorized.

## **The Plan: Phase 0, Current Phase (continued)**

### **OTHER**

#### **Bars, Pubs and Nightclubs**

Bars, pubs, and nightclubs that derive at least 50 percent of sales from alcohol are currently closed.

#### **Restaurants**

Currently, all restaurants and food establishments are limited to take-out service only.

#### **Gyms and Fitness Centers**

Gyms and fitness centers are closed unless they are:

- Amenities of hotels which have a capacity of 10 persons or less,
- Amenities of a residential building,
- Interior to any fire or police stations, or
- Located inside any single-occupant office building.

#### **Recreation**

- **Public Beaches:** Beach access is limited to parties of 10 or less with 6-feet distance required between groups. Beach closures remain a local government decision.
- **Large Venues:** (i.e. movie theaters, concert halls, auditoriums, bowling alleys, arcades, playhouses, casinos) These facilities are not deemed essential activities.

#### **Large Sporting Event and Theme Parks**

These facilities are currently operating under restricted business measures or have closed.

#### **Vacation Rentals**

Vacation Rentals are currently suspended if:

- Rented for periods of less than 30 days or one calendar month, whichever is less;
- Advertised or held out to the public as a place regularly rented to guests; or
- Otherwise regulated by the Department of Business and Professional Regulation as a vacation rental pursuant to section 509.241, Florida Statutes.
- This prohibition does NOT include:
  - Hotels, motels, inns, resorts, non-transient public lodging establishments, or time share projects;
  - Long-term rentals; or
  - Rentals to persons performing military, emergency, governmental, health or infrastructure response, or travelers engaged in non-vacation commercial activities.

## **The Plan: Phase 0, Current Phase (continued)**

### **Personal Services Businesses**

Currently, personal services businesses such as cosmetology salons, barber shops and nail salons are operating under restricted business measures or have closed.

### **Retail Businesses**

Currently, many retail establishments are operating under restricted business measures or have closed.



## The Plan: Phases For Re-Opening PHASE 1

**Phase 1** should begin based on the benchmarks provided for in the Roadmap for Re-Opening which includes a downward trajectory of the syndromic and epidemiology criteria while maintaining adequate health care capacity.

The **Safe. Smart. Step-by-Step.** plan sets forth minimum recommended health protocols. Individuals and businesses should adhere to all public guidance by federal, state and local officials, including state regulatory agencies.

### INDIVIDUALS

#### Vulnerable Populations

Individuals older than 65 years of age and individuals with a serious underlying medical condition (such as chronic lung disease, moderate-to-severe asthma, serious heart conditions, immune-compromised status, cancer, diabetes, severe obesity, renal failure and liver disease) should continue to stay at home. When leaving home, these individuals should follow social distancing and other general mitigation guidance. Those living with vulnerable individuals should be aware of the exposure risk that they could carry the virus back home after returning to work or other environments where distancing is not practical. Vulnerable populations should affirmatively inform their employer that they are a member of the vulnerable population so that their employer can plan accordingly.

#### Social Gatherings

All individuals should continue to maximize physical distance from others in public, particularly in enclosed environments. Individuals should avoid socializing in groups of more than 10 people in circumstances that do not readily allow for appropriate social distancing of at least 6 feet.

#### Travel

Individuals should avoid all non-essential travel and cruises, including to U.S. states and cities outside of Florida with substantial community spread of COVID-19. Individuals coming to Florida from an area with substantial community spread, such as the New York Tri-State Area, should adhere to CDC guidelines regarding isolation for 14 days upon arrival in Florida.

### EMPLOYERS

#### Telework

All employers should encourage teleworking, where practical. Employers should develop plans for employees to return to work in phases, which should be implemented in subsequent phases of the **Safe. Smart. Step-by-Step.** plan.

#### Employee Screening

All employers should screen employees before entering the premises for symptoms of COVID-19 or influenza like illness and, where practical, take the temperature of each employee.

## The Plan: Phase 1 (continued)

### Travel

Employers should avoid non-essential travel and adhere to CDC guidelines regarding isolation following travel.

### Local Government Meetings

The in-person quorum for a local government body to meet should remain suspended and the use of technology and video conferencing for local government meetings should be encouraged.

## OTHER

### Bars, Pubs and Nightclubs

Bars, pubs, and nightclubs that derive at least 50 percent of sales from alcohol should remain closed.

### Restaurants

Restaurants and food establishments should operate at no more than 50 percent capacity, with appropriate social distancing and a minimum of 6 feet separating parties, as the virus is most transmissible indoors under close sustained contact.

- Parties should not exceed 10 people. Businesses should limit inside waiting areas for patrons waiting to be seated.
- Businesses should thoroughly clean and disinfect all surfaces after each use.
- Businesses should consider a reservations-only business model or call-ahead seating to manage spacing in restaurant.
- Outdoor dining areas should be prioritized.
- Businesses should consider posting signs to remind staff and patrons of safety and sanitization protocols.
- Businesses should screen employees before work and should consider requiring employees to wear face masks or cloth face coverings while inside or within close proximity to members of the public.
- Bar areas should remain closed.
- Menus, if laminated, should be cleaned after each usage. Paper menus should be designed for single use and then disposed of immediately after use.
- Businesses should avoid cafeteria-style dining arrangements. If salad bars or buffets are permitted efforts to mitigate risk should include barriers to block virus spread from sneezes and coughs and service utensils should be handled by staff and/or washed frequently.

### Gyms and Fitness Centers

Gyms and fitness centers may re-open but should at a minimum:

- Operate at no more than 50 percent of building capacity.
- Adhere to strict social distancing and sanitation protocols, including cleaning and disinfecting all surfaces.
- Separate patrons by at least 6 feet.



## The Plan: Phase 1 (continued)

- Encourage appointment only or scheduled use of equipment.
- Prohibit indoor group sessions or classes.

### Recreation

- **State Parks:** A limited number of state parks should open for daytime use only. During this phase, visitors will not have access to certain amenities, such as pavilions, picnic areas and campsites, due to sections of the park being closed or staff and visitor safety considerations.
- **Public Beaches:** Beach access should be limited to parties of 10 or less with 6-feet distance between groups. Beach closures should remain a local government decision.
- **Large Venues:** (i.e. movie theaters, concert halls, auditoriums, bowling alleys, arcades, playhouses, casinos) These venues should utilize strict social distancing protocols and should operate at no more than 50 percent capacity, with a minimum of 6 feet separating parties. Additional guidance includes:
  - Parties should not exceed 10 people.
  - Operators should clean and disinfect all surfaces after each use.
  - Businesses should consider screening employees before work and require workers to wear face masks or cloth face coverings while inside or within close proximity to members of the public.

### Large Sporting Events and Theme Parks

- Large spectator sporting events should use strict social distancing guidelines and limit occupancy of venues to 25 percent of building capacity.
- Theme parks should remain closed.

### Vacation Rentals

Vacation rentals should remain suspended.

### Personal Services Businesses

Personal Services Businesses, such as cosmetology salons, barber shops and nail salons, should limit occupancy to 50 percent of building capacity and should consider the following mitigation measures:

- Welcome patrons by appointment only and avoid group appointments that increase occupancy during the same time periods.
- Regularly sanitize working stations and equipment between interactions with customers to the greatest frequency feasible.
- Require all employees to wear face masks, cloth face coverings and other PPE while inside or within close proximity of members of the public.
- Encourage customers to wear face masks or cloth face coverings when entering the premises and provide face masks or cloth face coverings upon request, if available.
- Post signage to direct customers against congregating outside of the premises.
- Remove all unnecessary, frequent-touch items such as magazines, newspapers, service menus, any other unnecessary paper products and décor from customer service areas.

## The Plan: Phase 1 (continued)

### **Retail Businesses**

These types of businesses should consider the following mitigation measures:

- Operate at no more than 50 percent of building capacity.
- Post signage to direct the flow of customers within the premises to promote social distancing, as the virus is most transmissible indoors under close, sustained contact.
- Regularly sanitize work stations and frequently touched surfaces.
- Develop and implement policies and procedures to train employees on personal hygiene expectations, including increased frequency of hand washing, the use of hand sanitizers with at least 60 percent alcohol and, clear instruction to avoid touching hands to face.
- Consider dedicating a certain time each day for vulnerable populations.



## The Plan: Phases For Re-Opening PHASE 2

**Phase 2** will begin after the successful conclusion of Phase 1, which includes a downward trajectory of the syndromic and epidemiology criteria while maintaining adequate health care capacity. This will occur when there is no evidence of a rebound or resurgence of COVID-19 cases and satisfies the benchmarks outlined in this **Safe. Smart. Step-by-Step.** plan.

The **Safe. Smart. Step-by-Step.** plan sets forth minimum recommended health protocols. Individuals and businesses should adhere to all public guidance by federal, state and local officials, including state regulatory agencies.

### INDIVIDUALS

#### Vulnerable Populations

Individuals older than 65 years of age and individuals with a serious underlying medical condition (such as chronic lung disease, moderate-to-severe asthma, serious heart conditions, immune-compromised status, cancer, diabetes, severe obesity, renal failure and liver disease) should continue to stay at home. When leaving the home, these individuals should follow social distancing and other general mitigation guidance. Those living with vulnerable individuals should be aware of the exposure risk that they could carry the virus back home after returning to work or other environments where distancing is not practical. Vulnerable populations should affirmatively inform their employer that they are a member of the vulnerable population so that their employer can plan accordingly.

#### Social Gatherings

All individuals should continue to maximize physical distance from others in public, particularly in enclosed environments.

- Individuals should avoid socializing in groups of more than 50 people in circumstances that do not readily allow for appropriate social distancing of at least 6 feet.

#### Travel

Individuals may resume non-essential travel.

### EMPLOYERS

#### Telework

All employers should continue to encourage teleworking where practical. Employers should begin implementing plans for employees to return to work in phases.

#### Employee Screening

All employers should screen employees before entering the premises for symptoms of COVID-19 or influenza like illness and, where practical, take the temperature of each employee.

## The Plan: Phase 2 (continued)

### Travel

Employers should minimize non-essential travel and adhere to CDC guidelines regarding isolation following travel.

### Local Government Meetings

In-person quorum for local government bodies should resume, allowing no more than 50 people in attendance, as long as social distancing guidelines can still be maintained. Continue to allow authorized technology and video conferencing for public participation at local government meetings.

## OTHER

### Bars, Pubs and Nightclubs

Bars, pubs, and nightclubs that derive more than 50 percent of sales from alcohol should operate at 50 percent of building capacity with an emphasis on diminished standing room capacity and prioritizing outdoor service. Owners should consider:

- Spacing tables at least six feet apart and reducing and spreading the arrangement of seating at the bar to incorporate appropriate social distancing between patrons as well as between patrons and the bar staff.
- Restricting coupling of tables or table groups to 10 or fewer patrons.
- Encouraging beverage orders to be taken at the table by bar or wait staff rather than at the bar counter.
- Incorporating intentional and manageable traffic flows to enable responsible social distancing for patrons waiting on service when accepting orders directly at the bar.
- Cleaning and disinfecting all surfaces after each use.
- Menus, if laminated, should be cleaned after each usage. Paper menus should be designed for single use and then disposed of immediately after use.

### Restaurants

Restaurants and food establishments should operate at no more than 75 percent of building capacity, with appropriate social distancing and a minimum of 6 feet separating parties, as the virus is most transmissible indoors under close, sustained contact.

- Parties should not exceed 10 people. Businesses should limit inside waiting areas for patrons waiting to be seated.
- Allow walk-ins but continue to emphasize a reservations-only business model or call-ahead seating to manage spacing effectively in restaurant.
- Outdoor dining areas should continue to be prioritized.
- Operators should clean and disinfect all surfaces after every use.
- Businesses should consider posting signs to remind staff and patrons of safety and sanitization protocols.
- Businesses should continue to screen employees before work and consider requiring employees to wear face masks or face coverings while inside or within close proximity to members of the public.

## The Plan: Phase 2 (continued)

- Menus, if laminated, should be cleaned after each usage. Paper menus should be designed for single use and then disposed of immediately after use.
- Businesses should avoid cafeteria-style dining arrangements. If salad bars or buffets are utilized, efforts to mitigate risk should include barriers to block virus spread from sneezes and coughs and service utensils should be handled by staff and/or washed frequently.

### Gyms and Fitness Centers

Gyms and fitness centers should:

- Operate at no more than 75 percent of building capacity.
- Adhere to strict social distancing and sanitation protocols, including cleaning and disinfecting all surfaces after each use.
- Separate patrons by at least 6 feet.
- Resume indoor group sessions and classes with restricted capacity to promote social distancing, as the virus is most transmissible indoors under close, sustained contact.

### Recreation

- **State Parks:** All state parks should be opened for daytime use. Some facilities within state parks—including overnight accommodations, pavilions, interpretive programs, any large group activities or events—will remain closed.
- **Public Beaches:** Beaches should be fully open.
- **Large Venues:** (i.e. movie theaters, concert halls, auditoriums, bowling alleys, arcades, playhouses, casinos) These venues should utilize strict social distancing protocols and should operate at no more than 75 percent capacity, with a minimum of 6 feet separating parties. Additional guidance includes:
  - Parties should not exceed 10 people.
  - Operators should clean and disinfect all surfaces after each use.
  - Businesses should consider screening employees before work and requiring workers to wear face masks or cloth face coverings while inside or within close proximity to members of the public.

### Large Sporting Events and Theme Parks

- Large spectator sporting events should limit occupancy of venues to 50 percent of building capacity and use strict social distancing.
- Theme parks may consider re-opening with capacity limits, strict social distancing and proper measures to clean and disinfect.

### Vacation Rentals

Vacation rentals should consider the following:

- Vacation rentals should open and operate for in-state reservations only (i.e. only Florida residents).
- Prohibit rentals to persons traveling internationally or from a state or locality with a substantial community spread of COVID-19.

## The Plan: Phase 2 (continued)

- Maintain 72 hours between guest check-ins to allow for effective cleaning and disinfecting of the rental unit.
- Thoroughly clean and disinfect the property between rentals and post signage in all units detailing cleaning and sanitation procedures.

### **Personal Services Businesses**

Personal Services Businesses, such as cosmetology salons, barber shops and nail salons, should limit occupancy to 75 percent of building capacity and should consider the following mitigation measures:

- Allow service for walk-in patrons at the discretion of the business owner, so long as patron waiting areas can accommodate proper social distancing protocols, as the virus is most transmissible indoors under close, sustained contact.
- Regularly clean and disinfect working stations and equipment between interactions with customers to the greatest frequency feasible.
- Suggest all employees wear face masks, cloth face coverings and other PPE while inside or within close proximity to members of the public.
- Encourage customers to wear face masks or cloth face coverings when entering the premises and provide face masks or cloth face coverings upon request, if available.
- Post signage to discourage customers against congregating outside of the premises.
- Remove all unnecessary, frequent-touch items such as magazines, newspapers, service menus, any other unnecessary paper products and décor from customer service areas.

### **Retail Businesses**

Retail businesses should consider the following mitigation measures:

- Operate at no more than 75 percent of building capacity.
- Post signage to direct the flow of customers within the premises to promote social distancing.
- Regularly clean and disinfect working stations and commonly touched surfaces at the greatest frequency feasible.



## The Plan: Phases For Re-Opening PHASE 3

**Phase 3** will begin after the successful conclusion of Phase 2, which includes a downward trajectory of the syndromic and epidemiology criteria while maintaining adequate health care capacity. This will occur when there is no evidence of a rebound or resurgence of COVID-19 cases and satisfies the benchmarks outlined in this **Safe. Smart. Step-by-Step.** plan.

The **Safe. Smart. Step-by-Step.** plan sets forth minimum recommended health protocols. Individuals and businesses should adhere to all public guidance by federal, state and local officials, including state regulatory agencies.

### INDIVIDUALS

#### Vulnerable Populations

Individuals older than 65 years of age and individuals with a serious underlying medical condition (such as chronic lung disease, moderate-to-severe asthma, serious heart conditions, immune-compromised status, cancer, diabetes, severe obesity, renal failure and liver disease) can resume public interactions, but should practice social distancing, minimizing exposure to social settings where distancing may not be practical, unless precautionary measures are observed. Vulnerable populations should affirmatively inform their employer that they are a member of the vulnerable population so that their employer can plan accordingly.

#### Social Gatherings

Non-vulnerable populations should consider minimizing time spent in crowded environments.

#### Travel

Non-essential travel may continue.

### EMPLOYERS

#### Telework

Employees should resume unrestricted staffing of worksites and implement the final phasing in of employees returning to work. For vulnerable populations, teleworking can be considered.

#### Employee Screening

Employers should take prudent and practical measures to ensure employees do not enter the premises if they believe they are infected with COVID-19 or show symptoms of influenza like illness.

## The Plan: Phase 3 (continued)

### **Travel**

Employees should resume non-essential travel and adhere to CDC guidelines regarding isolation following travel.

### **Local Government Meetings**

These meetings should return to in-person quorum and public participation for local government bodies.

## **OTHER**

### **Bars, Pubs and Nightclubs**

Bars, pubs, and nightclubs that derive more than 50 percent of sales from alcohol should operate at full capacity with limited social distancing protocols. Businesses should maintain adequate sanitation practices among employees and patrons during all hours of operation. Menus, if laminated, should be cleaned after each usage. Paper menus should be designed for single use and then disposed of immediately after use.

### **Restaurants**

Restaurants and food service establishments may operate at full capacity with limited social distancing protocols. Businesses should maintain adequate sanitation practices among employees and patrons during all hours of operation. Menus, if laminated, should continue to be cleaned after each usage. Paper menus shall be designed for single use and then disposed of immediately after use.

### **Gyms and Fitness Centers**

Gyms and fitness centers should open to full capacity but should maintain adequate sanitation practices among employees and patrons during all hours of operation.

### **Recreation**

- **State Parks:** State parks should be fully opened, including overnight accommodations.
- **Public Beaches:** Beaches should remain fully opened.
- **Large Venues:** (i.e. movie theaters, concert halls, auditoriums, bowling alleys, arcades, playhouses, casinos) These venues should re-open fully with limited social distancing protocols.

### **Large Sporting Events and Theme Parks**

- Large spectator sporting events should consider reducing capacity with limited social distancing protocols.
- Theme parks may return to normal operations with limited social distancing protocols.



## The Plan: Phase 3 (continued)

### **Vacation Rentals**

Vacation Rentals should resume normal operating procedures but should continue to thoroughly clean and disinfect the property between rentals.

### **Personal Services Businesses**

Personal Services Businesses, such as cosmetology salons, barber shops and nail salons, should operate under full capacity but should consider the following mitigation measures:

- Continue to maintain adequate sanitation practices for employees and patrons.
- Regularly clean and disinfect working stations and equipment between interactions with customers to the greatest frequency feasible.
- Remove all unnecessary, frequent-touch items such as magazines, newspapers, service menus, any other unnecessary paper products and décor from customer service areas.

### **Retail Businesses**

Operators of retail businesses should operate at full capacity but should continue to maintain adequate sanitation practices for employees and patrons.



## Ongoing Considerations

### EDUCATION

The Department of Education and the State University System, in consultation with state health officials, should monitor the re-opening phases as set by this report. However, plans should be developed to resume on-campus learning, full-time, for the 2020-2021 school year.

- The Department of Education should develop a plan to phase-in education, safely, during the summer months to provide supplemental education for closing achievement gaps for early learning through K-12 students who may need additional supports due to COVID-19 school closures.
- Florida's postsecondary institutions should continue to implement distance learning measures to the extent possible and develop a plan for return to on-campus instruction.

### SMALL AND RURAL BUSINESSES

Small businesses are the backbone of the Florida economy. Getting them up and working again is critically important for Florida's economic recovery. The guidance contained in Florida's **Safe. Smart. Step-by-Step.** plan is not a condition for a small business to operate, but the deployment of these recommended measures should occur to the greatest extent feasible to promote economic recovery while ensuring the public health and safety of all Floridians.

Businesses that frequently interact with customers should institute mitigation measures outlined in the guidance within specific phases to ensure that they can conduct their operations in a safe manner and prevent the spread of COVID-19. While these measures should be universally deployed, many small businesses will be unable to afford PPE and need assistance to provide PPE or other protective equipment.

As the state moves forward with the **Safe. Smart. Step-by-Step.** plan, resources should be provided to aid small businesses to acquire the protective materials needed to restart operations. These measures can include:

- Direct grant assistance to local governments focused on small business programs to acquire PPE and other protective infrastructure such as sneeze guards, thermometers, and sanitation supplies.
- Coordinated support from the Division of Emergency Management to local governments to provide protective health supplies when deficiencies exist that severely impair small business operations.

Additionally, rural communities have experienced the COVID-19 pandemic differently than urban areas. Florida's agriculture industry has felt significant economic strain through the supply chain from mitigation measures taken by restaurants and retail businesses.

## Ongoing Considerations (continued)

Through all stages of economic recovery, Florida's rural communities should be a focus of efforts to restore stability to the state's diverse economic base. Some examples of measures include:

- Policies developed by Florida's social services programs for food assistance should prioritize buying from Florida growers and producers, and state vendors should prioritize Florida businesses as a condition of all procurement.
- Florida economic development planning should develop marketing and branding strategies to further promote rural communities and products and food produced in Florida to Floridians.

The Florida Department of Economic Opportunity, through its emergency operation function, should continue to partner with local governments and small businesses to communicate successful mitigation strategies for businesses.

## TOURISM

Tourism is vital to Florida's economic well-being. Tourism marketing by VISIT FLORIDA should be reintroduced in phases that acknowledge the progression the state makes through the **Safe. Smart. Step-by-Step.** plan. Currently, VISIT FLORIDA is engaged in limited marketing. During the initial phases of the **Safe. Smart. Step-by-Step.** plan, VISIT FLORIDA should focus on promoting in-state travel when businesses are ready.

## HURRICANE PREPAREDNESS: BUSINESS DISASTER PLANNING

### Before a Disaster Strikes

A disaster of any size could have an impact on business. All businesses should build a disaster continuity plan and encourage employees to create a family emergency plan. It is important to consider how a disaster could affect employees, customers and workplaces. Important considerations include: how to manage a business if access to the workplace is limited by road closures, streets are impassable, or communication is limited.

Additionally, businesses should similarly plan for the unique challenges of a hurricane during a pandemic and set aside disaster supplies. This may include warehousing or storage of emergency masks, cloth face coverings or other PPE along with generators and other equipment.

### During a Disaster

During a disaster, safety is the main concern. Businesses are encouraged to review their Business Continuity Plan to ensure the information is up to date and employees are aware of the plan and their responsibilities. It is important to monitor relevant emergency management news for weather and safety updates. In case an evacuation is ordered, business owners should secure their businesses and follow instructions by local emergency management on evacuation orders. If local emergency management officials order an evacuation and a business owner makes the decision to remain at their business, emergency responders will not be able to respond during the disaster.

## Ongoing Considerations (continued)

Regarding COVID-19, the unique issues of this public health crisis may require emergency management officials to consider stay-at-home orders instead of evacuating people in a storm's path. If evacuations are required, transportation network companies, such as Uber and Lyft, may be considered in addition to buses to assist in evacuations. Further, utilizing additional school locations to add capacity to allow for greater social distancing as well as hotels may be considered in addition to current evacuation centers.



## **Sports Event Planning Considerations Post-COVID-19**

### **United States Olympic & Paralympic Committee**

May 4, 2020 – v0.13

Jonathan Finnoff, DO, FACSM, FAMSSM  
USOPC Chief Medical Officer

*The information in this document is not intended or implied to be a substitute for professional medical advice, diagnosis, or treatment. All content, including text, graphics, images and information, are provided for general informational purposes only. The knowledge and circumstances around COVID-19 are changing constantly and, as such, the USOPC makes no representation and assumes no responsibility for the accuracy or completeness of this information. Further, you should seek advice from medical professionals and/or public health officials if you have specific questions about your return to training and competition.*

**Preamble:** The USOPC is dedicated to protecting the health and safety of Team USA. The purpose of this document is to provide sports organizations (including National Governing Bodies [NGBs]) with information they can use to assist them with planning a sports event in the context of COVID-19. As a guideline meant to be used by sports as varied as archery and judo in locations as diverse as Minot and New York City by athletes and organizations with vastly different resources, this document cannot be prescriptive; rather, it should spark thoughtful deliberation among event planners to create their own unique event plan that is specific to their sport and situation. These recommendations may not be practical for junior or lower level amateur events. Many of the recommendations rely upon rules and regulations set forth by public health authorities, which will be different across the country and around the world. Furthermore, athletes, staff, media and spectators may travel to the event from around the world, thus increasing the risk of introducing COVID-19 into the event. In addition to the logistical challenges of planning an event in the context of COVID-19, there are also ethical and societal considerations that are beyond the scope of this document. These include, but are not limited to:

- When is the rate of community COVID-19 transmission, and therefore the risk of infection, low enough to allow a sports event?
- If the event is restricted to only athletes and essential support staff, can adequate testing of this group be performed to limit their risk of contracting COVID-19 during the event?
- Is it appropriate for COVID-19 testing to be used for athletes and staff of a sports event when there are national and worldwide shortages of these tests?



- Can event management mandate testing of athletes and essential support staff in order to participate in the competition?
- Can event management exclude athletes from competing in the competition if they test positive for COVID-19 and/or present with signs and symptoms of COVID-19?
- Is it appropriate for athletes, event staff and spectators to be supplied with or use personal protective equipment (PPE) meant for medical personnel when there is a worldwide shortage of PPE?
- Should or can you restrict athletes from participating in an event if they travel from a location with active community transmission of COVID-19?

Finally, although the young and healthy tend to have less severe cases of COVID-19, every case of this disease is potentially life-altering or deadly, particularly in those with risk factors that may occur in our Olympic or Paralympic athletes such as asthma, hypertension, diabetes, liver disease, kidney disease, immune suppression, or neurologic disorders affecting respiration. Furthermore, many essential support staff and spectators will have one or more of these risk factors plus additional risk factors such as age > 65. Even when no or very limited active transmission of COVID-19 is occurring in a specific region, it is likely that easing of public health restrictions or allowing people to travel to the event from distant sites will result in re-introduction of COVID-19 infections into the community and “second wave” outbreaks. Until COVID-19 is either eradicated, a vaccine is developed, or a cure is found, there is no way of completely eliminating the risk of fatal infection. This should always be in the forefront of your mind when planning your event.

## **Event Planning**

### ***1. Financial impact of cancellation***

- a. It is likely that events will frequently need to be cancelled due to recurrent outbreaks of COVID-19 making event planning less predictable. One should consider if the financial impact of an event cancellation close to the time of the event will have a significant negative financial impact on the event organizer, associated organizations, athletes, or spectators. Is there significant financial risk associated with event cancellation?
  - i. Yes = proceed to 1b
  - ii. No = proceed to 2
- b. Can the financial risk be mitigated through means such as event insurance, establishing financial impact timelines for cancellation, reschedule the event for a later date, or negotiate a contract that limits negative financial impact (e.g., no guaranteed hotel block, no guaranteed minimum catering costs, etc.)?
  - i. Yes = implement risk mitigation measures and proceed to 2.
  - ii. No = consider not planning the event.



## **2. Event date**

- a. Choose based upon:
  - i. Duration of time it takes for the athletes to adequately prepare for the event
    1. This information should be determined by engaging athletes, exercise physiologists, coaches, and other experts from the target sport
  - ii. Athlete access to training facilities. This will depend upon:
    1. Region where training will take place
      - a. Restrictions will be reduced by public health authorities based upon many factors such as the prevalence of ongoing COVID-19 infection in the region and available public health resources
      - b. Determine what regions are critical for athlete training and when athletes will be able to train in those regions
    2. Type of sport
      - a. Some sports can be practiced independently and have a lower potential for disease transmission (e.g., long distance running), while others require close physical contact with a higher potential for disease transmission (e.g., judo). These factors will impact when an athlete can resume normal training.
  - iii. When public health authorities will allow sports events to take place in the chosen region
  - iv. When the venue will be available
  - v. Miscellaneous factors (e.g., season/weather)

## **3. Event location**

- a. Choose a region with limited or no active coronavirus transmission
  - i. Remember that when people travel from outside the region, they are introducing the risk of the region from which they came. This can be mitigated by having them travel to the event location a minimum of 14 days prior to the event and following the instructions outlined in section 5.g.ii.1 or possibly 5.g.ii.2 as our understanding of these tests evolve and if resources allow.
- b. The area must have the infrastructure to host the event
  - i. Venue, security, medical (public health resources, hospitals, EMS, etc.), transportation, lodging, restaurants, etc.
- c. Factors that may mitigate the risk of infection



- i. Availability of lodging with private rooms for all athletes, coaches, event staff and media
  - ii. Outdoor venues are preferable as they likely have less risk of infection transmission than indoor venues
  - iii. Separate venue access/egress routes for athletes, coaches, event staff, media and spectators
  - iv. Adequate space in venue access/egress locations to enable social distancing
- d. Sufficient space and/or venue layout to enable appropriate medical setup
  - i. Easily accessible and appropriately sized room for medical clinic located near venue access/egress route
  - ii. One or more adjacent rooms that can be used for isolation of person(s) with suspected infection
- e. For series of events that are supposed to take place in different locations at scheduled time-intervals (e.g., every weekend), consider limiting the number of locations and repetitively using these locations to reduce the need for travel for athletes, coaches, event staff, media and spectators; improve coordination with local businesses, public health authorities and medical systems; and facilitate infection mitigation procedures.

#### **4. Risk of Infection Transmission**

- a. Although there are not yet any specific scientific studies evaluating the risk of COVID-19 transmission in sport, it is logical that certain sports will have a higher potential for disease transmission than others. Furthermore, since COVID-19 can result in critical illness or death, consideration of the inherent potential for disease transmission associated with different sports should be part of the planning process. The following is a proposed stratification scale for COVID-19 transmission in sports from highest risk (Level 1) to lowest risk (Level 3):
  - i. Level 1: sports that involve close, sustained contact between participants, lack of significant protective barriers, and high probability that respiratory particles will be transmitted between participants
    - 1. Examples: rugby, boxing, judo, karate, taekwondo, wrestling pair figure skating, ice dancing
  - ii. Level 2: sports that involve close, sustained contact, but with protective equipment in place that may reduce the likelihood of respiratory particle transmission between participants OR intermittent close contact OR group sports OR sports that use equipment that can't be cleaned between participants



- USOPC Sports Event Planning Considerations Post-COVID-19



- vi. Level 3 sports can be planned when public health officials and government authorities will allow the competition and appropriate event planning takes place (see *Event Planning* section)

## 5. *Event Planning*

- a. Appoint a medical director for the event
- b. Determine who or what group will have decision making authority to modify, restrict, postpone, or cancel the event
  - i. The medical director should be given the authority to cancel the event based upon public health risk
- c. Use the following [World Health Organization resources](#) to help you assess the risk of your event and develop a risk mitigation plan:
  - i. Key planning recommendations for Mass Gatherings in the context of the current COVID-19 outbreak (Appendix 1)
  - ii. Considerations for sports federations/sports event organizers when planning mass gatherings in the context of COVID-19 (Appendix 2)
  - iii. Sports event mass gatherings COVID-19 risk assessment tool (Appendix 3)
  - iv. Mass gatherings COVID-19 decision tree (Appendix 4)
- d. Obtain approval for the event from local government authorities
- e. Work closely with county and state public health authorities throughout the event planning process to obtain the most accurate information regarding the local COVID-19 situation, facilitate sharing of information between the event planners and public health authorities, ensure coordination of public health resources, and make certain proper public health policies and procedures are developed by the event planners
- f. Identify local healthcare resources (e.g., urgent cares, emergency rooms, ambulance services), notify them of the event time and location, develop the event's medical plan with their input, create a flyer with the name, address and contact number for local healthcare resources that can be given to athletes, coaches, event staff, media and spectators
- g. Determine who will be allowed at the event
  - i. Group people into Tiers from essential to non-essential and decide which Tiers will be allowed at the event
    - 1. Tier 1 (Essential): Athletes, coaches, officials, event staff, medical staff, security, anti-doping officials
    - 2. Tier 2 (Preferred): Media, volunteers, recovery staff (e.g., massage therapists)
    - 3. Tier 3 (Non-essential): Spectators, vendors



- ii. Criteria for attending/participating in the event
  - 1. Required
    - a. No signs or symptoms of COVID-19 (Appendix 5) in the past 14 days
      - i. If an athlete has had a case of documented COVID-19 infection, they need a note from their doctor indicating they are cleared to participate in competition
    - b. No close sustained contact with anyone who is sick within 14 days of the event
      - i. Since the signs and symptoms of COVID-19 can be fairly non-specific and not just respiratory symptoms, it is recommended that athletes should not be in close sustained contact with anyone who is sick for 14 days prior to beginning group training. This requirement reduces the risk of introducing COVID-19 into the training group by someone who may have COVID-19 but isn't experiencing any symptoms yet.
  - 2. Additional criteria that could be used for Tier 1 individuals based upon advancements in scientific knowledge, test availability, and athlete/organizational resources\*
    - a. Two negative COVID-19 tests separated by 24 hours
      - i. Tests must be performed the week of the event and results must be available prior to the event. Tests would need to be repeated if the individual subsequently:
        - 1. Has close sustained contact with someone with documented COVID-19 infection
        - 2. Develops signs or symptoms of COVID-19 infection
    - b. Coronavirus serology demonstrating prior infection (i.e., presence of IgG), but no current infection (i.e., lack of IgM)
      - i. The test must be performed prior to beginning group training



3. Additional considerations when deciding who can attend/participate in the event
  - a. COVID-19 prevalence and active transmission rates in the location from which an individual is traveling
  - b. How long they have been in the event region
  - c. If they have had a prior case of documented COVID-19 from which they have recovered
- iii. Using multi-modal communication strategies (e.g., flyers, social media, website, etc.), encourage individuals at high risk for severe illness not to attend the event. Risk factors include:
  1. > 65 years of age
  2. Moderate to severe asthma
  3. Chronic lung disease
  4. Serious heart conditions
  5. Immunocompromised
  6. Severe obesity
  7. Diabetes
  8. Liver disease
  9. Living in a nursing home or long-term care facility
- iv. When possible, special accommodations should be made to reduce the risk of attendance for those with risk factors for more severe infection such as:
  1. Alternative means of entering the venue with fewer people and/or greater social distancing
  2. Separate spectating area with improved air circulation and a lower density of spectators to promote greater social distancing
- h. Develop event medical plan with particular attention to COVID-19 factors. This plan should include:
  - i. Establishing medical team leadership structure
  - ii. Determining required number and type of medical personnel
  - iii. Clearly defining roles and responsibilities of medical team members
  - iv. Determining necessary medical supplies. Specific to COVID-19, be sure to order the required personal protective equipment (PPE) for anyone who will be in close contact with those with a possible infection (i.e.: ushers, vendors, security personnel and medical personnel should wear gloves and face masks). When evaluating someone with possible COVID-19, medical personnel should wear N95 face masks that are fit tested, gowns, gloves and goggles/face shields.



- v. Determining medical clinic location(s), isolation room location(s), medical personnel locations outside the medical clinic (e.g., by the field of play, in the spectator locations, etc.) and ambulance location
- vi. Identifying access/egress routes for medical personnel to key locations in the venue (e.g., from the field of play to the ambulance or medical clinic, from the medical clinic to the ambulance, etc.)
- vii. Creating lines of communication between medical team, local emergency medical services, event organizers, event staff, athletes, coaches and spectators
  - 1. Ensure all stakeholders are educated on how communication will take place, and how to contact the medical team
- viii. Developing infection prevention measures (see *infection mitigation procedures* section)
- ix. Identifying individuals with possible infection by:
  - 1. Screening everyone at the venue entrances for signs and symptoms (including temperature checks) of COVID-19 (Appendix 5)
  - 2. Having designated event staff (e.g., security and medical personnel) observe athletes, coaches, event staff, media and spectators at the venue for signs or symptoms of COVID-19
    - a. If an individual is identified with these signs and symptoms, the appropriate event staff (i.e., medical and/or security) should be notified, they should don their PPE, approach the potentially sick individual, provide them with a face mask, and escort them either out of the venue (if they are not an athlete or their signs and symptoms are obvious) or to the medical clinic (if they are an athlete or their signs or symptoms are questionable).
      - i. If they are escorted out of the venue, they should be given a flyer with information regarding local medical resources and instructed to either contact their medical provider or one of the local medical resources for further evaluation.
      - ii. If they are taken to the venue medical clinic, they should be assessed in the isolation room by medical personnel wearing appropriate PPE to



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SPORTS  
MEDICINE**

determine if they have signs or symptoms of COVID-19.

1. If they do not have signs or symptoms of COVID-19, they can be released back into the venue
2. If they do have symptoms of COVID-19,
  - a. **Non-athletes** should be escorted out of the venue by a staff member wearing appropriate PPE, given a flyer with information regarding local medical resources and instructed to either contact their medical provider or one of the local medical resources for further evaluation. Coaches and event staff should notify their team or supervisor so they can plan accordingly.
  - b. Arrangements should be made for **athletes** to be evaluated and/or tested for COVID-19 at a local medical facility
  - c. If the event medical team or organizers are notified that an athlete or non-athlete who was at the event subsequently tested positive for COVID-19, the communication process outlined in section 5.j.iv should be activated.
3. Promoting self-monitoring for signs or symptoms of COVID-19 (Appendix 5) through multi-modal communication before (e.g., e-mail, event website, social media, etc) and during (e.g., handouts, posters, announcements, texts, etc) the event.
  - a. Those with signs or symptoms of COVID-19 **prior to the event** should be encouraged not to come to the event and event policies and procedures regarding screening and who will be allowed into the event



should be clearly communicated. Instructions regarding what to do (i.e., self-quarantine) and who to contact (i.e., event medical [athletes], their healthcare provider or local medical resources) if they are experiencing any of these signs or symptoms.

- b. Those with signs or symptoms of COVID-19 **during the event** should:
  - i. Contact the event medical team to arrange for an evaluation if they are an **athlete**
  - ii. Leave the venue and contact either their healthcare provider or local medical resources if they are **anyone else**. Coaches and event staff should notify their team or supervisor so they can plan accordingly.
- i. Infection mitigation procedures
  - i. Education
    - 1. Ensure all event medical personnel have completed COVID-19 education
    - 2. Prior to the event, provide multi-modal communications (e.g., e-mail, social media, website, race packet, etc.) regarding infection mitigation procedures (i.e.: hand washing, avoid touching face, social distancing, etc.)
    - 3. During the event, provide multi-modal communications (e.g., handouts, posters, overhead announcements, texts, event program, etc.) describing infection prevention measures
  - ii. Screen everyone who enters the venue for infection and prevent those with suspected infection from entering the venue (see *Identification of individuals with possible infection* section)
  - iii. Use different entrances for Tier 1 individuals verses Tier 2 and 3
  - iv. Develop a procedure that ensures social distancing at venue entrances, exits, aisles, spectating locations (e.g., every third seat, every third row, designated/marked standing locations for spectators with six feet between each standing location, etc.) and between Tier 1 individuals (e.g., athletes enter stadium one by one, decreased number of competitors per heat, etc.)
  - v. Create clear separation between different Tiers of people at the venue
  - vi. Monitor people at the venue for signs or symptoms of infection (see *Identification of individuals with possible infection* section)





- vii. Provide hand sanitizer in multiple targeted locations throughout the venue (i.e., near areas/items frequently touched by multiple people such as doorways, drinking fountains, etc.)
- viii. Provide facial tissue throughout the venue with adjacent trash receptacle
- ix. Establish frequent cleaning schedule for high touch areas using disinfectant before, during, and after the event\*\*
- x. Clean equipment between each athlete use if relevant and possible OR have athlete use their own equipment and prohibit sharing of equipment\*\*
- xi. Janitorial/facilities staff performing cleaning and laundering should wear appropriate PPE (e.g., gloves, face masks) to prevent contact with potentially contaminated surfaces/items, and protect from toxicity associated with cleaning products
- xii. Have athletes bring their own food and hydration. If the event requires “hand-ups” of food and/or hydration, have hand-ups performed by single individual for each athlete to minimize the number of people who touch their food and hydration, and have that individual follow proper infection prevention measures (i.e., use hand sanitizer or wear gloves when touching the food or water bottle, etc.)
- xiii. Have athletes only use their own towel and hygiene products (e.g., soap, deodorant, etc.)
- j. Communication
  - i. Establish communication with public health authorities
  - ii. Multi-modal communication (e.g., newsletter, webinar, email, website, social media, event packet, etc.) with event athletes, coaches, event staff, media and spectators regarding plans that have been developed to identify those with a potential infection, how this will be addressed, and infection mitigation measures taken by the event planners
  - iii. Place informational posters throughout venue describing:
    - 1. How to prevent the spread of infection
    - 2. Signs and symptoms of COVID-19 and what to do/who to contact if they have these symptoms
    - 3. How to contact medical personnel
    - 4. Who is at risk for more severe infection
  - iv. Create notification process for all event athletes, coaches, event staff, media, spectators and vendors if the organizers/medical personnel learn of suspected or confirmed cases of COVID-19 at the event





- v. Determine communication strategy for risk mitigation to ensure clear, accurate communication with event athletes, coaches, event staff, media, spectators and vendors
- vi. Provide post-event summary to athletes, coaches, event staff, media, spectators and vendors

This concludes the USOPC Sports Event Planning Considerations post-COVID-19 document. If you have comments or suggestions to improve its content, please contact [jonathan.finnoff@usopc.org](mailto:jonathan.finnoff@usopc.org).

\*COVID-19 testing is currently restricted in many regions to individuals hospitalized with signs and symptoms of COVID-19 infection. As testing becomes more available and the demand for tests decreases, testing will likely be made available to community and/or asymptomatic individuals under the direction of a doctor. Viral serology tests are being developed, but most do not have FDA approval. Furthermore, it is currently unknown how much immunity people with prior COVID-19 infection have to future infection, making interpretation of the results challenging. Both COVID-19 testing and serologic testing have an associated expense, which may limit the ability to perform widespread testing of athletes.

\*\* Cleaning of living spaces and training facilities should follow the [CDC recommendations for cleaning and disinfecting community facilities](#). Frequently touched areas (e.g., door handles, light switches) should be cleaned multiple times daily. Work-out equipment should be cleaned with anti-septic cleansers prior to use, between use by different athletes, and after use.

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# APPENDIX 1

# Key planning recommendations for Mass Gatherings in the context of the current COVID-19 outbreak

## Interim Guidance 14 February 2020



### 1 Introduction

Mass gatherings are highly visible events with the potential for serious public health consequences if they are not planned and managed carefully. There is ample evidence that mass gatherings can amplify the spread of infectious diseases. The transmission of respiratory infections, including influenza, has been frequently associated with mass gatherings.<sup>1</sup> Such infections can be transmitted during a mass gathering, during transit to and from the event, and in participants' home communities upon their return.

The purpose of this document is to outline key planning considerations for the organizers of mass gatherings in the context of the novel coronavirus (COVID-19) outbreak. It should be read in conjunction with WHO's *Public health for mass gatherings: key considerations*,<sup>2</sup> which provides general advice on the public health aspects of mass events. It is also adapted from the interim planning considerations that were previously released by WHO addressing mass gatherings in the context of pandemic (H1N1) 2009 influenza and guidance for international meetings attended by individuals from countries affected by Ebola virus.<sup>3,4</sup> Updated technical guidance on the COVID-19 disease outbreak should also be consulted (<https://www.who.int/emergencies/diseases/novel-coronavirus-2019/technical-guidance>).

### 2 General information about the COVID-19 virus

Coronaviruses are a large family of viruses found both in animals and humans. Some infect people and are known to cause illness ranging from the common cold to more severe diseases, such as Middle East respiratory syndrome (known as MERS) and severe acute respiratory syndrome (known as SARS).

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<sup>1</sup> Rashid H, Haworth E, Shafi S, Memish ZA, Boov R. Pandemic influenza: mass gatherings and mass infections. *Lancet* 2008;8:526–7. doi: 10.1016/S1473-3099(08)70186-5.

<sup>2</sup> Public health for mass gatherings: key considerations. Geneva: World Health Organization; 2015 (<https://apps.who.int/iris/handle/10665/162109>, accessed 19 February 2020).

<sup>3</sup> Interim planning considerations for mass gatherings in the context of pandemic (H1N1) 2009 influenza. Geneva: World Health Organization; 2009 ([https://www.who.int/csr/resources/publications/swineflu/h1n1\\_mass\\_gatherings/en/](https://www.who.int/csr/resources/publications/swineflu/h1n1_mass_gatherings/en/), accessed 19 February 2020).

<sup>4</sup> WHO interim guidance for international meetings attended by individuals for Ebola virus disease-affected countries. Geneva: World Health Organization; 2014 (<https://apps.who.int/iris/handle/10665/135751>, accessed 19 February 2020).

A novel coronavirus is a new strain of coronavirus that has not been previously identified in humans. The new, or novel, coronavirus, now called the COVID-19 virus, had not been detected before the outbreak that was reported in Wuhan, China, in December 2019.

So far, the main clinical signs and symptoms reported in people during this outbreak include fever, coughing, difficulty in breathing and chest radiographs showing bilateral lung infiltrates. As of 27 January 2020, human-to-human transmission was confirmed largely in Wuhan, but also in some other places in China and internationally. Not enough is known about the epidemiology of COVID-19 disease to draw definitive conclusions about the full clinical features, the intensity of human-to-human transmission, and the original source of the outbreak.

In planning appropriate preparedness measures, meeting organizers may want to consider the following three phases:

- **planning phase** – the period (weeks or months) before the event begins, when operational plans for health and security services during the event are developed, tested and revised;
- **operational phase** – the period after plans are finalized and the delivery of the event services begins; this may be several weeks before the event commences if teams arrive in advance to complete their training or preparations;
- **post-event phase** – the period after the event finishes when participants are returning to their home countries and organizers are reviewing the event delivery and any follow-up actions that are necessary, as well as reviewing any lessons learned and the event's legacy.

### 3 Planning phase

Good planning should ensure that robust systems and processes are in place to manage public health issues during mass gatherings. Organizers should review their plans to ensure they are fit for purpose. Additional advice could be sought through consultation with global experts.

General advice on planning for the public health aspects of an event is set out in WHO's key considerations document (mentioned in Section 1). Specific actions to be taken in relation to the COVID-19 outbreak are discussed in this section.

#### 3.1 Liaison with local and national public health authorities

- Event organizers should establish direct links with local and national public health authorities. This should include the local provider of health services for the event.
- There should be a nominated liaison person in the organizing team and also one in the designated public health agency. Contact information should be shared, and contacts should be available 24 hours.
- Regular contact should be maintained throughout the planning period to share information, risk assessments and plans.
- Channels of communication between agencies and organizers, and with the public, should be agreed in advance.

## 3.2 Risk assessment

The decision to proceed with a mass gathering or to restrict, modify, postpone or cancel the event should be based on a thorough risk assessment. Event planners should undertake such an assessment in partnership with local and national public health authorities.

For highly visible or particularly large events, WHO may provide advice and technical support to the host country to help with assessing the public health risks associated with the event.

### 3.2.1 General considerations

General considerations include the following.

- A comprehensive risk assessment should be undertaken at the beginning of the planning phase, reviewed regularly during planning and updated immediately prior to the handover to the operational phase.
- The risk assessment should include input from the public health authority and should take into account the security assessment for the event.
- In relation to COVID-19 disease, the risk assessment should include consulting WHO's updated technical guidance and ensuring that there is an up-to-date evaluation of the epidemiological situation.
- The risk assessment for the event must be coordinated and integrated with the host country's national risk assessment.

### 3.2.2 Specific considerations in relation to COVID-19 disease

Specific information that is necessary for the risk assessment includes:

- the global COVID-19 situation report as provided by WHO;
- the national COVID-19 situation report.

The risk assessment for COVID-19 disease should consider both general features and specific features.

- General features of COVID-19 disease include
  - transmission dynamics
  - future likely spread of the epidemic
  - clinical severity
  - treatment options
  - potential for prevention, including available pharmaceuticals and vaccine.
- Specific features of the event that should be considered include
  - crowd density;
  - the nature of contact between participants (for example, a concert or religious event, indoors or outdoors, the layout of the venue);
  - whether the event will be attended by registered and non-registered participants;
  - the profession of the participants and their possible previous exposure;

- the number of participants coming from countries or areas affected by the COVID-19 outbreak within 14 days prior to the event;
- the age of participants; because elderly people who have co-morbid conditions appear to be more seriously affected, mass gatherings composed principally of this cohort may be associated with increased transmission;
- the type or purpose of event (for example, sporting, festival, religious, political, cultural);
- the duration and mode of travel of participants; if the duration of the mass gathering is longer than the incubation period for COVID-19 infection (14 days), then most event-associated cases would be expected to occur while the event is under way. In contrast, if the duration is shorter, most cases would likely occur after the event as people travel and return to their home communities.

WHO's [Public health for mass gatherings: key considerations](#) can be consulted for a detailed discussion of the general principles and elements of risk assessment and management. Additionally, online training is available [about public health preparedness for mass gatherings](#).

### 3.3 Specific action plan for COVID-19 disease

Action plans should be developed to mitigate all risks identified in the assessment. Some actions will be the responsibility of the public health authority to deliver, some will be the responsibility of the local health service provider, and the event organizer will be responsible for others; each action plan should specify who is responsible for delivering each action, the timescale for delivery, and how and by whom delivery will be ensured. Action plans should include:

- integration with national emergency planning and response plans for infectious diseases;
- command and control arrangements to facilitate the rapid communication of information and efficient situation analyses and decision-making;
- any appropriate screening requirements for event participants – for example, will participants be screened for COVID-19 symptoms on arrival?
- disease surveillance and detection – for example, how will the disease be recognized and diagnosed in participants?
- treatment – for example, how and where will ill participants be isolated and treated?
- decision trigger points – for example, who will decide whether affected participants can continue or resume their role in the event? What trigger points will indicate the need to reconsider or revise the plans? What would trigger postponement or cancellation of the event?

If the decision is made to proceed with a mass gathering, planning should consider measures to:

- detect and monitor event-related COVID-19 disease;
- reduce the spread of the virus;
- manage and treat ill persons;
- disseminate public health messages specific to COVID-19 disease.

### 3.4 Capacity and resource assessment

Some of the capabilities and resources to be considered when planning for an event include the following.

- National health authorities should assess whether additional resources and capacity are needed to deliver appropriate risk-mitigation actions to the local community during and after the event, for example, by adding diagnostic testing capacity, isolation and treatment facilities, and resources for contact tracing.
- Event organizers should assess the capacity needed and the resources available to deliver all specific COVID-19 risk-mitigation actions that arise from the risk assessment.
- Capacity and resources should be coordinated with the public health authority and health service provider to avoid duplication or gaps.

### 3.5 Risk communication and community engagement plan

Event organizers should agree with the public health authority how participants and the local population will be kept informed about the health situation, key developments and any relevant advice and recommended actions.

## 4 Operational phase

There is no published experiential data specific to planning and implementing a mass gathering during the current COVID-19 outbreak. However, arrangements must be in place to ensure regular communication between event organizers and the public health authority.

These arrangements should include:

- regular and full sharing of information by organizers and public health authorities;
- arrangements to provide participants with information about how to access health advice;
- arrangements for ongoing, dynamic risk assessments to be conducted by the public health authority and organizers as the event progresses;
- arrangements for communicating with participants and the local population to ensure messaging is consistent.

To date, there is no scientific evidence that supports the screening of participants as a cost-effective measure.

### 4.1 Risk communication

Risk communication is an integral part of mass gatherings. The following measures should be considered.

- Key messages for the local population and event participants must be coordinated and consistent.

- Consideration should be given to how messages about risk can be delivered to the population and to participants quickly if an unusual event occurs.
- Messaging should include:
  - an overall assessment of the local risk;
  - advice on preventive measures, especially respiratory etiquette and hand hygiene practices;
  - advice about how to access local health care if necessary, including how to do so without creating a risk to healthcare workers;
  - advice on self-isolation and not attending the event if symptoms develop;
  - information about disease signs and symptoms, including warning signs of severe disease that require immediate medical attention;
  - advice on self-monitoring for symptoms and signs for participants travelling from affected countries, including checking their temperature;
  - information that WHO does not currently recommend quarantine for healthy travellers or other travel restrictions;
  - information that wearing a face mask is recommended for participants who have respiratory symptoms (for example, cough); it is not recommended for healthy participants.

Event organizers in collaboration with public health authorities may wish to consider whether specific information or advice is needed about the potential risks that persons already at increased risk of severe disease might face in the setting of a mass gathering, especially if the COVID-19 virus is circulating in the community.

More information on COVID-19 risk communication and community engagement can be found in *Risk communication and community engagement (RCCE) readiness and response to the 2019 novel coronavirus (2019-nCoV)*.<sup>5</sup> WHO's advice for the public about COVID-19 disease can be found [here](#) and information about myths can be found [here](#).<sup>6,7</sup>

## 4.2 Surveillance of participants

Some of the key features to consider for surveillance include the following.

- Detection and monitoring of event-related COVID-19 disease should be considered in the context of surveillance schemes that are already in place and if new or enhanced surveillance is deemed necessary.

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<sup>5</sup> Risk communication and community engagement (RCCE) readiness and response to the 2019 novel coronavirus (2019-nCoV): interim guidance v2, 26 January 2020. Geneva: World Health Organization; 2020 (WHO/2019-nCoV/RCCE/v2020.2; [https://www.who.int/publications-detail/risk-communication-and-community-engagement-readiness-and-initial-response-for-novel-coronaviruses-\(ncov\)](https://www.who.int/publications-detail/risk-communication-and-community-engagement-readiness-and-initial-response-for-novel-coronaviruses-(ncov)), accessed 19 February 2020).

<sup>6</sup> Coronavirus disease (COVID-19) advice for the public. In: WHO/coronavirus disease 2019 [website]. Geneva: World Health Organization; 2019 (<https://www.who.int/emergencies/diseases/novel-coronavirus-2019/advice-for-public>, accessed 19 February 2020).

<sup>7</sup> Coronavirus disease (COVID-19) advice for the public: myth busters. In: WHO/coronavirus disease 2019 [website]. Geneva: World Health Organization; 2019 (<https://www.who.int/emergencies/diseases/novel-coronavirus-2019/advice-for-public/myth-busters>, accessed 19 February 2020).



- Organizers will need to work with local public health authorities to ensure that systems are in place to identify indicators of illness arising in the local population or in event participants, such as increases in the number of people experiencing symptoms or a rise in the use of proprietary medicines.
- Surveillance systems will need to operate in real time or near-real time to support rapid response actions.
- Surveillance systems should be linked to risk assessments, so that any abnormal signal in the surveillance systems triggers an immediate revision of the risk assessment

### 4.3 Testing and diagnostic arrangements

Organizers need to consider with the local health authority how and where participants presenting with COVID-19-like symptoms will be tested. In the current absence of commercial testing kits for the COVID-19 virus, organizers will need to ensure that their health provider has access to appropriate testing tools, probably from the national public health agency. This will also require prior agreement about how to transport specimens or participants to a testing facility.

### 4.4 Treatment facilities

Some considerations for treatment facilities include the following.

- Event organizers should consider the need to provide isolation facilities at the event site for participants who develop symptoms and need to wait for a health assessment. Whether this is necessary depends on the nature of the event and the extent to which the event will provide its own medical services rather than depend on the local health service to do so. Preparing for an isolation facility includes training healthcare workers, implementing infection control and prevention measures in any healthcare setting, and preparing personal protective equipment to be used by staff.
- Organizers need to consider where any participant who becomes unwell with COVID-19-like symptoms will be treated and how they will be transported to a treatment facility. This is likely to be in a national health facility where there is appropriate containment capacity and expertise, so participants will not be able to remain in the event's medical facility. Agreements about any consequent funding issues should be confirmed in advance.
- Participants at events sometimes expect that they will be returned to their home country for medical treatment rather than be treated in the host country; this will not be possible for anyone diagnosed with COVID-19 illness except through the use of specific medical evacuation flights that have appropriate isolation and containment facilities: such facilities are scarce and expensive and not readily available for illnesses such as COVID-19 infection.
- Organizers need to consider how any affected participants will be transferred home if their illness extends beyond the end of the event and pre-arranged travel is no longer available.
- Event organizers working with public health and healthcare officials need to assess national healthcare capacity to deliver supportive treatment, including admitting participants to an intensive care unit and providing ventilator support. Such care should be provided near to the mass gathering.
- National plans for deploying and providing access to medical supplies, such as antibiotics, ventilators, and personal protective equipment (known as PPE), should be reviewed.

## 4.5 Decision-making

In collaboration with local health authorities, organizers should also agree in advance the circumstances in which risk-mitigation measures would need to be enhanced or the event postponed or cancelled. Prior agreement on potential trigger points will facilitate these discussions if they become necessary.

## 4.6 Operational practices for reducing event-related transmission of the COVID-19 virus

The basic general principles for reducing transmission of the COVID-19 virus are applicable to a mass gathering.

- People should be advised to stay away from the event if they feel ill.
- Persons who feel unwell (that is, have fever and cough) should stay at home and not attend work or school and avoid crowds until their symptoms resolve. This applies to participants as well as staff.
- Promoting appropriate hand hygiene and respiratory etiquette in mass gathering venues requires providing informational materials that reach a range of age groups and varying reading and educational levels. In addition, soap and water or alcohol-based hand sanitizers and tissues should be easily accessible in all common areas, and especially at medical treatment sites at the event.
- People who become ill while at the event should be isolated.
- Organizers should plan for the likelihood of persons becoming ill with fever and other typical symptoms of COVID-19 infection during the event. Organizers should consider establishing isolation areas in on-site medical treatment clinics or facilities where such persons can be initially assessed and triaged. Persons who are ill can be provided with a mask to help contain respiratory droplets generated from coughing and sneezing. The isolation area should be equipped with the necessary supplies to facilitate hand hygiene and respiratory etiquette. In addition, medical staff attending persons who are ill should wear a mask, dispose of it immediately after contact with someone who is ill, and cleanse their hands thoroughly afterwards.
- The usual precautions should be practiced with travellers arriving from international destinations.
  - If travellers have symptoms suggestive of acute respiratory illness before, during or after travel, they should be encouraged to seek medical attention and share their travel history with the healthcare provider.
  - Public health authorities should provide to travellers information about reducing their general risk of acute respiratory infections through health practitioners, travel health clinics, travel agencies, transportation operators and at points of entry.
- Crowding should be minimized where possible, and event organizers should consider using distancing measures to reduce close contact among people during the gathering (for example, by increasing the frequency of transport, staggering arrivals, diverting departures and minimizing congregation at sanitary stations and food and water distribution areas).

## 5 Post-event review

After the conclusion of the mass gathering, the following should be considered.

### 5.1 After the event

After the gathering, if public health authorities suspect that transmission of the COVID-19 virus has occurred, organizers and participants should support the response of authorities.

- Meeting organizers must liaise with public health authorities and facilitate the sharing of information about all symptomatic participants (such as their itineraries, contact information, visa procedures, hotel bookings).
- Individuals who develop symptoms during the mass gathering and their stay in the country should isolate themselves, seek medical attention and inform the appropriate public health authorities about their potential exposure, both in the country where the event was held and upon returning to their country of residence.

### 5.2 Risk communication for departing participants

- It may be necessary both for clinical reasons and under International Health Regulations to notify the home countries of returning participants of any people who developed COVID-19 infection while attending the event.
- Organizers also need to ensure that test results reported after the event are notified to the participant and, possibly, to the home country's public health system.

### 5.3 Lessons identified

As always, it will be important for lessons from any event to be identified through review after the event so that they can be passed on to future event organizers.

### 5.4 Legacy

Organizing mass gatherings during a global health emergency is unusual, but it can be done depending on the risk assessment. Organizers should see any such event as an opportunity to enhance their ways of working and to pass this learning on to both future events and the host country.

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WHO reference number: [WHO/2019-nCoV/POE mass gathering/2020.1](#)



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# APPENDIX 2

# Considerations for sports federations/sports event organizers when planning mass gatherings in the context of COVID-19

Interim guidance  
14 April 2020



## Background

This sports addendum should be read in conjunction with the [WHO key planning recommendations for Mass Gatherings in the context of the current COVID-19 outbreak](#) which provides general advice on the public health aspects of such events.

This addendum has been developed to provide additional support to sports event organizers in assessing the specific additional risks, identifying mitigation activities and making an informed evidence-based decision on continuing to host any sporting event. Additional guidance is provided in the specific WHO COVID-19 mass gatherings sports addendum risk assessment tool and mitigation checklist.

Updated [technical guidance on COVID-19](#) should also be consulted. These documents will be reviewed and updated as the pandemic evolves.

## Key issues and mitigation options

The key factors for consideration for each sporting event are included in the WHO COVID-19 mass gathering sports addendum risk assessment tool. These key factors address the specific issues that should be taken into consideration when planning a sporting mass gathering event. The table below provides an overview of and background information on some of these additional factors, including mitigation measures that will also be captured during the risk assessment process.

Key considerations	Comments	Risk factors and mitigation checklist
Are there sports that could be considered a lower or higher risk?	<p>Lower risk sports where physical distancing is possible, e.g. archery, shooting and some athletics events. These will be less of a risk if physical distancing advice for athletes, coaches and spectators is followed.</p> <p>Higher risk sports include contact sports. Physical and close contacts among players increases risk of transmission of COVID-19.</p>	<p>See details in the mitigation checklist.</p> <p>Consider:</p> <ul style="list-style-type: none"> <li>• daily health check of competitors</li> <li>• Physical (at least 1 meter) separating of competitors, officials, spectators and support staff</li> <li>• thorough disinfection and cleaning after/between bouts/competitions</li> <li>• sharing of equipment should be prohibited, in particular ensuring that water bottles and cups are not shared</li> <li>• consider safe utilization of the closed containers for all disposable and reusable hygiene materials (e.g. tissue, towels, etc.).</li> </ul>

Size of event	<p>The size of the sporting event affects the risk.</p> <p>Physical distancing of spectators must be maintained if spectators and support staff are to be present during the event. Other factors must also be considered across the different target groups:</p> <ul style="list-style-type: none"> <li>• participants (includes officials)</li> <li>• spectators</li> <li>• host country (international events)</li> <li>• other participating countries (international events).</li> </ul> <p>The numbers of participants relative to spectators in sporting events are usually low. Participants are also a known group so easier to advise, support and follow up if needed so it could be possible to consider holding events in closed stadia.</p>	<p>See details in the mitigation checklist</p> <p>Conducting sporting events with designated seats in arenas with widely spaced spectators for at least 1-metre physical distancing, numbered seats for contact tracing, temperature monitoring at entrances and provision of visual reminders such as stickers or wrist stamps may reduce the possibility of incidental contact.</p>
Indoor or outdoor locations	<p>Outdoor events will be better ventilated than indoor events.</p> <p>It may be easier to ensure physical distancing advice is followed in outdoor events with non-designated seating such as horse racing, golf, etc.</p>	<p>See details in the risk assessment</p> <p>WHO advice on physical distancing must be maintained during sporting events</p>
Venue facilities	<p>Requires liaison with the venue owners to ensure the facilities do or can comply with WHO and national recommendations during the COVID-19 pandemic.</p>	<p>See details in the mitigation checklist</p> <p>An isolation room/space identified to hold any symptomatic person found at the venue while awaiting patient transport to a medical facility is necessary.</p> <p>Additionally, having a medical post and designated personnel on site is advisable to help assess cases and potential other illness..</p>
Demographics (age and health)	<p>Competitors of sporting events tend to be younger and healthier than spectators. However, some competitors, coaches and support staff may have underlying health conditions.</p> <p>The age and health of spectators and other staff will vary.</p>	<p>See details in the mitigation checklist</p> <p>Pre-travel and pre-event health checks are highly encouraged/mandatory to ensure exclusion of those with potential additional risks (co-morbidities, medications, allergies)</p> <p>Spectators can include vulnerable groups so consider advising some at-risk groups not to attend.</p>
Risk communication	<p>Ensure public health advice is available before and during the event to all participants, staff, and personnel of all relevant stakeholders</p>	<p>See details in the mitigation checklist and the event organizers recommendations below</p> <p>Display signs to inform spectators and support staff about ways in which they can prevent themselves from getting infected with COVID-19 and passing the virus to others.</p>

More information in [Q&A on mass gatherings and COVID-19](#).

A checklist of recommended actions is included below for:

- Event organizers
- Participants

## Recommendations to event organizers

These measures may help obtain exceptions from authorities to allow athletes to train and participate in other events such as qualifications considered crucial by the organizers. Elite sport is a very controlled environment and organizers should be able to achieve this in a comprehensive way.

Consider the opportunity of using sports ambassadors to promote messaging. It is everyone's responsibility to keep themselves and others healthy and contribute to a successful event.

Recommendations to event organizers	
Pre-event and during event (including venues)	Ensure availability to handwashing, alcohol- based hand gel and hygiene facilities at multiple locations in the event facility and accommodation.
	Ensure good hygiene signage across all venues, changing rooms, training facilities, etc.
	Provide first aid and medical services, including designated medical providers who are able to triage and refer suspected cases for COVID-19 testing.
	Team medical staff or Local Organizing Committee (LOC) staff at venues should check competitors' temperatures each day, any temperatures above 38°C should be reported to the event medical lead/chief medical officer. Follow advice on the <a href="#">management of ill travelers</a> at points of entry (international airports, seaports, and ground crossings) in the context of COVID-19
	Ensure capacity to isolate suspected cases: <ul style="list-style-type: none"> <li>• team/officials and event staff</li> <li>• volunteers, support workers.</li> </ul>
	Develop and make available risk communication on: <ul style="list-style-type: none"> <li>• clinical features of COVID-19 and preventive measures, especially respiratory etiquette and hand-hygiene practices</li> <li>• the criteria for asking individuals with symptoms to leave the venue or retreat to a designated area</li> <li>• information on physical distancing</li> <li>• information on the use of face coverings and medical masks</li> <li>• the meaning and practical implications of quarantine, self-isolation and self-monitoring in the context of the event, e.g. not attending.</li> </ul>
	Ensure availability of rubber gloves to team staff and volunteers handling laundry, towels, etc.
	Recommend that towels are for single use only.
	Provide each participant with a clean water bottle.
	Make tissues and containers to dispose of used tissues with lids available on all buses and in all facility changing rooms.
	Provide each team with a thermometer (e.g. infrared) and a recording sheet/internet link for athletes' temperatures. If this is not possible, can each team be equipped with a non-contact sensor thermometer?
	Determine where an individual diagnosed with COVID-19 will be <a href="#">cared for and isolated</a>
	Determine where a contact of a confirmed cases will be <a href="#">quarantined</a>
	Determine how athletes and team staff will be notified of a case and COVID-19 situation where they are training.
	Define a place where a large number of people can be <a href="#">quarantined</a> in case of a large number of athletes or event staff being exposed
	Predetermine emergency contacts with local health authorities.
	<a href="#">Medical masks</a> should be ready for use by organizers' medical staff and sick individuals
	Provide disinfectant wipes and advise venue cleaning staff to disinfect door handles, toilet handles, bathroom faucet handles, etc. in all areas several times per day.
	Consideration of provision of individual prevention packages for athletes containing: <ul style="list-style-type: none"> <li>• small personal packages of disposable tissues and plastic bags for tissue disposal</li> <li>• small laminated prevention card with key reporting information</li> <li>• medical mask to wear if they are ill (any symptoms, including fever, cough, shortness of breath)</li> <li>• small packages of an alcohol-based hand wipes</li> <li>• small package of disposable plastic drinking cups</li> <li>• thermometer</li> <li>• hand sanitizer.</li> </ul>

Recommendations to event participants	
Pre-event	Anyone participating in the event (athlete, volunteer, official, food handler etc.) should proactively and regularly check their health status (including taking their temperature, and monitoring for any symptoms).
	Anyone due to participate in the event who is feeling ill should not come to the venue and be advised on the designated contact online or by telephone.
	Team staff and volunteer leads should ensure that their teams and volunteers are briefed on the protocols for a suspect and confirmed patients, on infection prevention and control measures and on where to find more information.
During the event	Participants should be aware of and cooperate with team medical staff or event organizing staff at venues in taking their own/or competitors' temperatures each day, any temperatures above 38°C to be reported to the event medical lead/chief medical officer. Follow the same approach as the <a href="#">management of ill travelers</a> at points of entry (international airports, seaports, and ground crossings) in the context of COVID-19
	Wash hands often with <a href="#">soap and water</a> . Use an <a href="#">alcohol-based hand sanitizer</a> if soap and water not available. Hand sanitizer stations should be available throughout the event venue, the accommodation, and on team buses.
	Cover your mouth and nose with a tissue or your sleeve (not your hands) when coughing or sneezing. Practise respiratory etiquette (maintain distance: at least 1 m), cover coughs and sneezes with disposable tissues or flexed elbow, wash hands). If coughing persists, isolate and seek medical advice.
	Avoid contact with sick people, including avoiding close contact with those suffering from acute respiratory infections.
	Avoid contact with anyone if you are ill.
	Gloves should be worn by team and event staff handling towels or laundry in the team environment.
	Towels should not be shared.
	Athletes should not share clothing, bar soap or other personal items.
	Recommended protocol for the use of water bottles: <ul style="list-style-type: none"> <li>• Good team hygiene includes ensuring all players, officials and staff have their own water bottles to prevent the transmission of viruses and bacteria.</li> <li>• Bottles should be labelled and washed (with dishwasher soap) after each practice or game.</li> </ul>
	Advise athletes not to touch their own mouths or nose.
	Avoid shaking hands or hugging.
	Avoid steam rooms or saunas.
	Be aware of <a href="#">regular cleaning of frequently touched items</a> (door handles, elevators, gym equipment, etc.)

WHO continues to monitor the situation closely for any changes that may affect this interim guidance. Should any factors change, WHO will issue a further update. Otherwise, this interim guidance document will expire 2 years after the date of publication.

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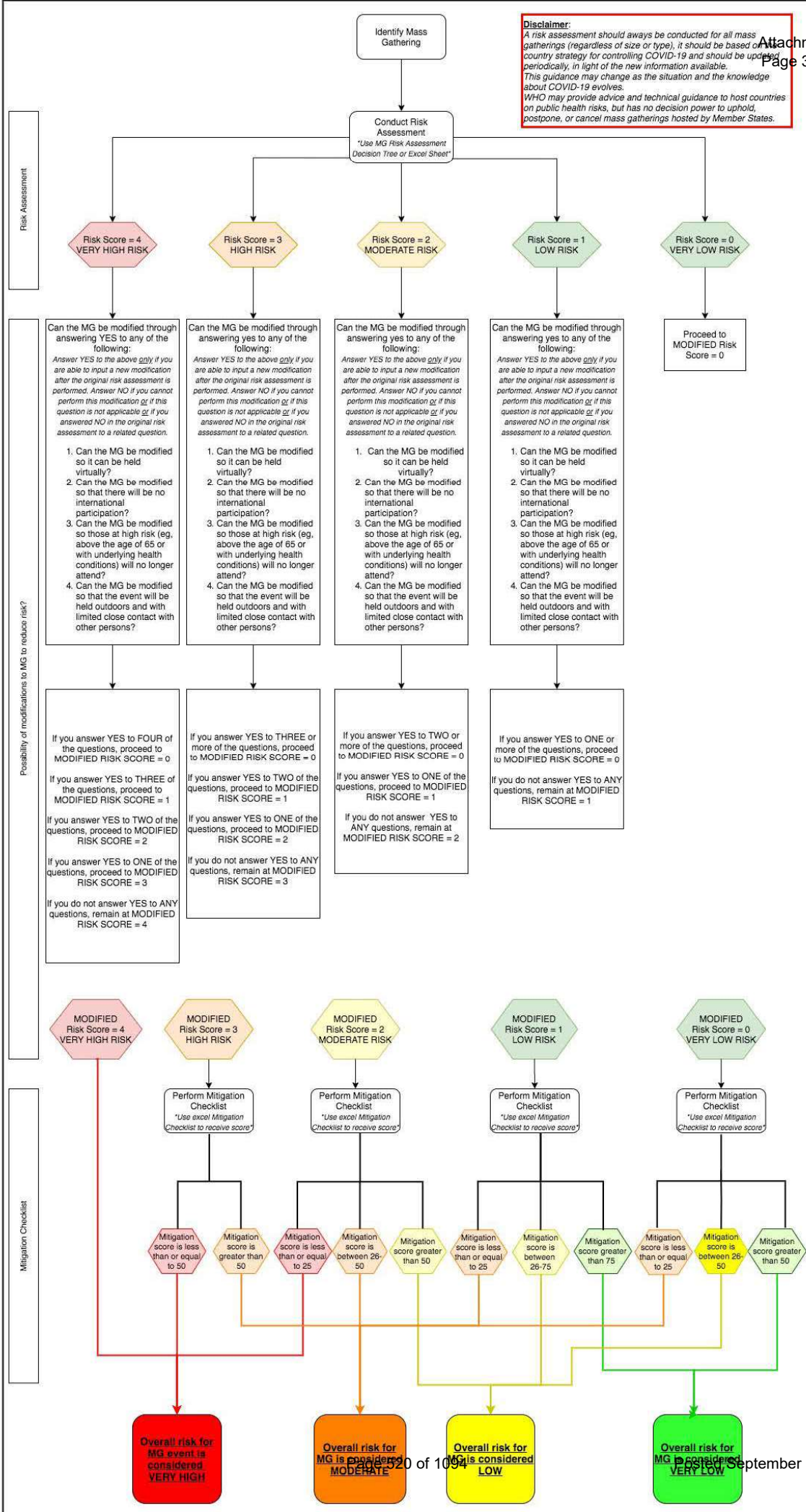
WHO reference number: [WHO/2019-nCoV/Mass\\_Gatherings\\_Sports/2020.1](#)





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# APPENDIX 4





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# APPENDIX 5



# Signs and Symptoms of COVID-19

## Most Common Symptoms



Fever  
( $> 100.4$ )



Cough



Shortness  
of breath

## Less Common Symptoms



Sore throat  
Congestion



Headache  
Chills



Muscle and  
Joint Pain



Nausea or  
Vomiting



Loss of sense  
of Smell



Diarrhea



# Guidance for Administrators in Parks and Recreational Facilities

## Guidance for Park Administrators

### Coronavirus Disease 2019 (COVID-19)

MENU >

Parks, trails, and open spaces can provide opportunities for physical activity while also providing opportunities for a break, health, and wellness. People are encouraged to use parks, trails, and open spaces safely while following current guidance to [prevent the spread of COVID-19](#).

The following offers guidance for the use and administration of local, state, and national parks. Public parks and recreational facilities can be operated and managed by groups such as:

- County, city, state, or national governments;
- Apartment complexes;
- Homeowners' associations.

Administrators of parks and recreational facilities can determine, in collaboration with [local health officials](#), whether and how to implement these considerations, making adjustments to meet the unique needs and circumstances of the local community. Implementation should be guided by what is safe, feasible, practical, and acceptable, and be tailored to the needs of each community. These considerations are meant to supplement — not replace — any local, state, territorial, federal, or tribal health and safety laws, rules, or regulations with which park administrators must comply.

Help lower the risk of spreading the virus that causes COVID-19 by following these guiding principles:

## Guiding Principles to Keep in Mind at Parks, Trails, and Open Spaces

### Reducing the risk of spreading the virus that causes COVID-19

- The more an individual interacts with people he or she doesn't live with and the closer and longer each interaction is, the higher the risk is of getting infected with the virus that causes COVID-19.
- The [higher the level of community transmission](#), the higher the risk of the virus that causes COVID-19 spreading during park operations. In some communities, it may not be possible for the public to safely visit parks, trails, and open spaces due to the level of community transmission; this, combined with areas conducive to larger numbers of people congregating, increases individual risk. In these cases, encourage community members to consider safer alternate activities, such as having a picnic with members of their household in their backyard or virtually visiting National Parks through the National Park Service [Find Your "Virtual" Park](#) [↗](#) .

If community transmission does not prohibit the public from visiting a park, trail, or open space, park administrators are encouraged to consider the levels of risk below when operating parks, trails, and open spaces. The risk of the virus that causes COVID-19 spreading at parks, trails, and open spaces is ranked as follows, from lowest to highest:

#### Lowest Risk:

- Parks and trails allow for [social distancing](#) of at least 6 feet between individuals or household groups.
- Staff and visitors stay at least 6 feet away from people they don't live with.
- Tourist attractions (e.g., monuments) are open only without overcrowding and allow for social distancing of at least 6 feet between individuals or household groups.
- All staff and visitors wear [masks](#), especially when other social distancing measures are difficult to maintain.

Park staff [clean and disinfect](#) frequently touched surfaces (e.g., doorknobs or handrails) and shared objects between uses or on a frequent schedule with [EPA approved products](#) [↗](#).

## Moderate Risk:

- Parks and trails are open with partial modifications to allow for [social distancing](#) of at least 6 feet between individuals or household groups in some areas.
- Tourist attractions (e.g., monuments) are open with partial modifications and messaging to avoid overcrowding and to allow for social distancing of at least 6 feet between individuals or household groups.
- Some staff and/or visitors wear [masks](#).
- Park staff [clean and disinfect](#) frequently touched surfaces and shared objects more than once per day, but less frequently than between each use with [EPA approved products](#) [↗](#).

## Highest Risk:

- Parks and trails are open at full capacity with no modifications to allow for [social distancing](#) of at least 6 feet between individuals or household groups.
- Staff and visitors from different areas\* with varying levels of community transmission are less than 6 feet away.
- Tourist attractions (e.g., monuments) are open at full capacity with no modifications or messaging to avoid overcrowding or allow for social distancing.
- No [masks](#) are worn.
- Park staff [clean and disinfect](#) frequently touched surfaces and shared objects once per day and may or may not use [EPA approved products](#) [↗](#).

\*Different area could be another town, city, or county.

# Post information to promote everyday preventive actions.

Park administrators should consider displaying posters and [signs](#) throughout the park to frequently remind visitors to take steps to prevent the spread of COVID-19. These messages should include information about:

- Staying home [if you are sick](#) or do not feel well, and what to do if you're sick or feel ill.
- Using [social distancing](#) to maintain a distance of 6 feet between others in all areas of the park.
- [Covering coughs and sneezes](#) with a tissue or the inside of the elbow. Used tissues should be thrown into the trash.
- [Washing hands](#) often with soap and water for at least 20 seconds, especially after going to the bathroom, before eating, and after blowing your nose, coughing, or sneezing.
  - If soap and water are not readily available, use hand sanitizer that contains at least 60% alcohol and rub hand together until dry.
  - Young children should be supervised to ensure they are using sanitizer safely.
- Avoiding touching eyes, nose, and mouth with unwashed hands.
- Using [masks](#). Masks are **most** essential in times when physical distancing is difficult. Masks should not be placed on:
  - Babies and children younger than 2 years old
  - Anyone who has trouble breathing
  - Anyone who cannot remove the mask without assistance



- For parks that allow dogs or have dog parks, walk dogs on a leash at least six feet away from others who do not live in your household. Masks should not be placed on dogs, as it could harm your [pet](#).

## Maintain restrooms that remain open. Ensure they have functional toilets, clean and disinfected surfaces, and handwashing supplies.

If possible, restrooms should be open if a park is open for public visitation. If restrooms will be closed, notify visitors ahead of time so they can prepare appropriately. Ensure that open restrooms are:

- Operating with functional toilets.
- [Cleaned and disinfected](#) regularly, particularly high-touch surfaces such as faucets, toilets, doorknobs, and light switches.
- Clean, and disinfect restrooms daily or more often if possible using [EPA-registered disinfectants](#) [↗](#) that are effective against SARS-CoV-2, the virus that causes COVID-19.
- Following the [Guidance for Cleaning and Disinfecting](#) to develop, implement, and maintain a plan to perform regular cleanings to reduce the risk of exposure to COVID-19.
- Regularly stocked with supplies for handwashing, including soap and paper towels for drying hands or hand sanitizer with at least 60% alcohol and no touch trash cans.
- In addition, advise employees to always wear gloves appropriate for the chemicals being used when they are cleaning and disinfecting, and that they may need additional PPE based on the setting and product. Employees should follow the directions on the label of the products. Ensure that cleaning products are stored properly and kept away from children.

NOTE: Often restroom facilities without running water, such as portable toilets and vault toilets, are not stocked with hand hygiene products. Encourage visitors to bring their own hand sanitizer with at least 60% alcohol for use in these facilities.

## Keep swimming pools properly cleaned and disinfected.

Evidence suggests that COVID-19 cannot be spread to humans through most recreational water. Additionally, proper operation of these aquatic venues and disinfection of the water (with chlorine or bromine) should inactivate the virus that causes COVID-19.

- Refer to CDC's [considerations for Public Pools, Hot Tubs, and Water Playgrounds During COVID-19](#) for additional information.
- Encourage [social distancing](#) of at least 6 feet between visitors by posting [signs](#) and modifying layouts of seating areas.
- CDC's [Model Aquatic Health Code](#) has more recommendations to prevent illness and injuries at public pools.

## Be prepared to cancel or postpone large events and gatherings.

- Monitor and adhere to guidelines issued at the national, state, and local levels related to [limiting the size of gatherings](#).
- Continually assess current conditions regarding the spread of COVID-19 and engage with federal, state, and/or local [public health officials](#) when deciding whether to postpone, cancel, or reduce the number of attendees (if possible) for gatherings.

## Be thoughtful about the re-opening and care of playgrounds.

- Consult with public health officials and refer to state and local regulations regarding the appropriate timing of re-opening playgrounds.
- Outdoor areas generally require normal [routine cleaning](#) and do not require disinfection. Spraying disinfectant on sidewalks and in parks is not an efficient use of disinfectant supplies and has not been proven to reduce the risk of COVID-19 to the public. You should continue existing cleaning and hygiene practices for outdoor areas.
- The targeted use of disinfectants can be done effectively, efficiently, and safely on outdoor hard surfaces and objects frequently touched by multiple people (e.g., handrails, benches); make sure disinfectant has thoroughly dried before allowing children to play.

- Ensure [safe and correct use](#) and storage of disinfectants, including storing products securely away from children.

## Make sure people are social distancing in the park.

In order to decrease the chance of COVID-19 spread, park administrators should consider:

- Monitoring areas where people are likely to gather and consider temporary closure to support social distancing practices. These areas might include sports fields, playgrounds, skateparks, basketball courts, tennis courts, and picnic areas. In the event of facility closures, park administrators may place physical barriers in these areas and post [signs](#) communicating that the area is closed.
- Posting [signs](#) discouraging groups from gathering in larger numbers than are currently recommended or allowed.
- If necessary, consider providing physical guides to ensure that people remain at least 6 feet apart while in the park. For example, markings on the ground, colored tape, or signs (in appropriate languages) to indicate safe distances.

## Consider the appropriate timing and process for resuming youth camps, activities, and sports.

- Consult with public health officials and, as relevant, camps and youth sports leagues, about any plans for resuming activities and sports. Public health officials can provide guidance on appropriate timing of resumed activities in your community.
- When ready to resume camps, activities, and sports, review CDC's [Considerations for Youth and Summer Camps](#) and the [Considerations for Operating Youth Sports](#) for specific information on ways in which these organizations can protect campers, players, families, and communities, and slow the spread of COVID-19. These include promoting behaviors that reduce spread, maintaining healthy environments and healthy operations, and making plans for if someone in the program (campers, athletes, or staff) becomes sick. Consult with [state and local health officials](#) to determine if and how to put these considerations into place.

## Use flexible sick leave and telework policies, especially for staff at [higher risk for severe illness](#) from COVID-19.


- Remind staff to [stay at home](#) if they are sick.
- Be as flexible as possible with staff attendance and sick leave policies.
- Identify staff whose duties would allow them to work from home and encourage teleworking when possible.
- Consider offering revised duties to staff who are at [higher risk of severe illness with COVID-19](#).

## Keep your park staff informed about COVID-19 and preventive actions.

- Provide staff with [up-to-date information about COVID-19](#) in the local area and park policies on a regular basis.
- Communicate to park staff the importance of practicing healthy hygiene habits, such as [washing hands often, covering coughs and sneezes](#), and [social distancing](#) to prevent the spread of COVID-19.
- Recommend and reinforce use of [masks](#) among staff. Masks should not be placed on:
  - Babies and children younger than 2 years old
  - Anyone who has trouble breathing
  - Anyone who cannot remove the mask without assistance
- If staff develop [symptoms](#) consistent with COVID-19, such as fever, cough, or shortness of breath, while at work, immediately have them [return home](#) from the park as soon as possible. Ask them to follow [CDC-recommended steps for persons who are ill with COVID-19 symptoms](#).
- If a staff member has a confirmed COVID-19 infection, inform other staff about their possible exposure to the virus, while maintaining confidentiality as required by the Americans with Disabilities Act; see [Public Health Recommendations for Community-Related Exposure](#).



# Review CDC's guidance for businesses and employers.

- Review CDC's [guidance for businesses and employers](#) to identify additional strategies to protect park staff during an outbreak of COVID-19.
- For additional questions or guidance, contact your state or local health department public health officials and in the case of the National Park Service, contact public health officials in the [Office of Public Health](#) .

Last Updated Aug. 24, 2020

# Coronavirus Disease 2019 (COVID-19) Considerations for Youth Sports

[MENU >](#)

Updated May 29, 2020

[Print](#)

As some communities in the United States begin to start youth sports activities again, the Centers for Disease Control and Prevention (CDC) offers the following considerations for ways in which youth sports organizations can protect players, families, and communities and slow the spread of the Coronavirus Disease 2019 (COVID-19). Administrators of youth sports organizations can consult with [state and local health officials](#) to determine if and how to put into place these considerations. Each community may need to make adjustments to meet its unique needs and circumstances. Implementation should be guided by what is practical, acceptable, and tailored to the needs of each community. These considerations are meant to supplement – **not replace** – any state, local, territorial, or tribal health and safety laws, rules, and regulations with which youth sports organizations must comply.

## Guiding Principles to Keep in Mind

There are a number of actions youth sports organizations can take to help lower the risk of COVID-19 exposure and reduce the spread during competition and practice. The more people a child or coach interacts with, the closer the physical interaction, the more sharing of equipment there is by multiple players, and the longer that interaction, the higher the risk of COVID-19 spread. Therefore, risk of COVID-19 spread can be different, depending on the type of activity. The risk of COVID-19 spread increases in youth sports settings as follows:

- **Lowest Risk:** Performing skill-building drills or conditioning at home, alone or with family members.
- **Increasing Risk:** Team-based practice.
- **More Risk:** Within-team competition.
- **Even More Risk:** Full competition between teams from the same local geographic area.
- **Highest Risk:** Full competition between teams from different geographic areas.

If organizations are not able to keep in place safety measures during competition (for example, maintaining social distancing by keeping children six feet apart at all times), they may consider dropping down a level and limiting participation to within-team competition only (for example, scrimmages between members of the same team) or team-based practices only. Similarly, if organizations are unable to put in place safety measures during team-based activities, they may choose individual or at-home activities, especially if any members of the team are at [high-risk for severe illness](#).

## Assessing Risk

The way sports are played, and the way equipment is shared can influence the spread of COVID-19 among players. When you are assessing the risk of spread in your sport, consider:

- **Physical closeness of players, and the length of time that players are close to each other or to staff.** Sports that require frequent closeness between players may make it more difficult to maintain social distancing, compared to sports where players are not close to each other. For close-contact sports (e.g., wrestling, basketball), play may be modified to safely increase distance between players.
  - For example, players and coaches can:
    - focus on individual skill building versus competition;
    - limit the time players spend close to others by playing full contact only in game-time situations;
    - decrease the number of competitions during a season.




Coaches can also modify practices so players work on individual skills, rather than on competition. Coaches may also put players into small groups (cohorts) that remain together and work through stations, rather than switching groups or mixing groups.

- **Amount of necessary touching of shared equipment and gear (e.g., protective gear, balls, bats, racquets, mats, or water bottles).** It is also possible that a person can get COVID-19 by touching a surface or object that has the virus on it, and then touching their own mouth, nose, or eyes. Minimize equipment sharing, and clean and disinfect shared equipment between use by different people to reduce the risk of COVID-19 spread.
- **Ability to engage in social distancing while not actively engaged in play (e.g., during practice, on the sideline, or in the dugout).** During times when players are not actively participating in practice or competition, attention should be given to maintaining [social distancing](#) by increasing space between players on the sideline, dugout, or bench. Additionally, coaches can encourage athletes to use downtime for individual skill-building work or cardiovascular conditioning, rather than staying clustered together.
- **Age of the player.** Older youth might be better able to follow directions for social distancing and take other protective actions like not sharing water bottles. If feasible, a coach, parent, or other caregiver can assist with making sure that athletes maintain proper social distancing. For younger athletes, youth sports programs may ask parents or other household members to monitor their children and make sure that they follow social distancing and take other protective actions (e.g., younger children could sit with parents or caregivers, instead of in a dugout or group area).
- **Players at higher risk of developing serious disease.** Parents and coaches should assess level of risk based on individual players on the team who may be at [higher risk for severe illness](#), such as children who may have asthma, diabetes, or other health problems.
- **Size of the team.** Sports with a large number of players on a team may increase the likelihood of spread, compared to sports with fewer team members. Consider decreasing team sizes, as feasible.
- **Nonessential visitors, spectators, volunteers.** Limit any nonessential visitors, spectators, volunteers, and activities involving external groups or organizations.
- **Travel outside of the local community.** [Traveling](#) outside of the local community may increase the chances of exposing players, coaches, and fans to COVID-19, or unknowingly spreading it to others. This is the case particularly if a team from an area with high levels of COVID-19 competes with a team from an area with low levels of the virus. Youth sports teams should consider competing only against teams in their local area (e.g., neighborhood, town, or community).

## Promoting Behaviors that Reduce Spread


Youth sports organizations may consider implementing several strategies to encourage behaviors that reduce the spread of COVID-19.

- **Staying Home when Appropriate**
  - Educate staff and player families about when they should stay home and when they can return to activity
    - Actively encourage sick staff, families, and players to stay home. Develop policies that encourage sick employees to stay at home without fear of reprisal, and ensure employees aware of these policies.
    - [Individuals, including coaches, players, and families, should stay home](#) if they have tested positive for or are showing COVID-19 [symptoms](#).
    - Individuals, including coaches, players, and families, who have recently had a [close contact](#) with a person with COVID-19 should also [stay home and monitor their health](#).
    - CDC's criteria can help inform return to work/school policies:
      - [If they have been sick with COVID-19](#)
      - [If they have recently had a close contact with a person with COVID-19](#)
- **Hand Hygiene and Respiratory Etiquette**
  - Teach and reinforce [handwashing](#) with soap and water for at least 20 seconds
    - If soap and water are not readily available, hand sanitizer that contains at least 60% alcohol can be used (for staff and older children who can safely use hand sanitizer).
  - Do not allow spitting and encourage everyone to cover their coughs and sneezes with a tissue or use the inside of their elbow. Used tissues should be thrown in the trash and hands washed immediately with soap and water for at least 20 seconds.
    - If soap and water are not readily available, hand sanitizer that contains at least 60% alcohol can be used.
- **Masks**

- Teach and reinforce the use of [masks](#). Masks are not intended to protect the wearer, but rather to reduce the risk of spreading COVID-19 from the person wearing the mask (who may not have any symptoms of disease). Masks may be challenging for players (especially younger players) to wear while playing sports. Masks should be worn by coaches, youth sports staff, officials, parents, and spectators as much as possible.
- Wearing masks is most important when physical distancing is difficult.
- People wearing masks should be reminded to not touch the mask and to [wash their hands](#) frequently. Information should be provided to all participants on the [proper use, removal, and washing of masks](#).
  - Note: Masks should **not** be placed on:
    - Babies and children younger than 2 years old;
    - Anyone who has trouble breathing or is unconscious;
    - Anyone who is incapacitated or otherwise unable to remove the mask without assistance.
- **Adequate Supplies**
  - If hand washing facilities are available, support healthy hygiene by providing supplies including soap, paper towels, tissues, and no-touch/foot pedal trash cans. If hand washing facilities are not available, provide hand sanitizer with at least 60% alcohol (for coaches, staff and older players who can safely use hand sanitizer).
- **Signs and Messages**
  - Post signs in highly visible locations (e.g., at entrances and exits, and in restrooms) that [promote everyday protective measures](#)  and describe how to [stop the spread](#)  of germs such as by [properly washing hands](#) and [properly wearing a mask](#) .
  - Broadcast [regular announcements on public announcement \(PA\) system](#)
  - Include COVID-19 prevention messages (for example, [videos](#)) about behaviors that prevent spread of COVID-19 when communicating with staff, volunteers, officials, and families. This could include links, videos, and prevention messages in emails, on organization websites, and through the team and league's [social media accounts](#).
  - Find freely available CDC print and digital resources on [CDC's communication resources](#) main page.

## Maintaining Healthy Environments

Youth sports organizations may consider implementing several strategies to maintain healthy environments.

- **Cleaning and Disinfection**
  - [Clean and disinfect](#) frequently touched surfaces on the field, court, or play surface (e.g., drinking fountains) at least daily, or between uses as much as possible. Use of shared objects and equipment (e.g., balls, bats, gymnastics equipment) should be limited, or cleaned between use by each individual if possible.
  - Develop a schedule for increased, routine cleaning and disinfection.
  - Ensure [safe and correct use](#) and storage of disinfectants, including storing products securely away from children. Use products that meet [EPA disinfection criteria](#) .
  - Identify an adult staff member or volunteer to ensure proper cleaning and disinfection of objects and equipment, particularly for any shared equipment or frequently touched surfaces.
  - Cleaning products should not be used near children, and staff should ensure that there is adequate ventilation when using these products to prevent children or themselves from inhaling toxic fumes.
  - Use gloves when removing garbage bags or handling and disposing of trash. [Wash hands after removing gloves](#).
- **Shared Objects**
  - Discourage sharing of items that are difficult to clean, sanitize, or disinfect. Do not let players share towels, clothing, or other items they use to wipe their faces or hands.
  - Make sure there are adequate supplies of shared items to minimize sharing of equipment to the extent possible (e.g., protective gear, balls, bats, water bottles); otherwise, limit use of supplies and equipment to one group of players at a time and clean and disinfect between use.
    - Keep each player's belongings separated from others' and in individually labeled containers, bags, or areas.
    - If food is offered at any event, have pre-packaged boxes or bags for each attendee instead of a buffet or family-style meal. Avoid sharing food and utensils. Offer hand sanitizer or encourage hand washing.
- **Ventilation**
  - If playing inside, ensure ventilation systems or fans operate properly. Increase circulation of outdoor air as much as possible, for example by opening windows and doors. Do not open windows and doors if doing so poses a safety or health risk (e.g., risk of falling or triggering asthma symptoms) to players or others using the facility.



health risk (e.g., risk of falling or triggering asthma symptoms) to players or others using the facility.

- **Water Systems**

- To minimize the risk of [Legionnaires' disease](#) and other diseases associated with water, [take steps](#) to ensure that all water systems and features (e.g., drinking fountains, decorative fountains) are safe to use after a prolonged facility shutdown. Drinking fountains should be cleaned and disinfected but encourage staff and players to bring their own water to minimize touching water fountains.

- **Modified Layouts and Social (Physical) Distancing**

- Identify adult staff members or volunteers to help maintain [social distancing](#) among youth, coaches, umpires/referees, and spectators (if state and local directives allow for spectators).
- Space players at least 6 feet apart on the field while participating in the sport (e.g., during warmup, skill building activities, simulation drills)
- Discourage unnecessary physical contact, such as high fives, handshakes, fist bumps, or hugs.
- Prioritize outdoor, as opposed to indoor, practice and play as much as possible.
- Create distance between players when explaining drills or the rules of the game.
- If keeping physical distance is difficult with players in competition or group practice, consider relying on individual skill work and drills.
- Encourage players to wait in their cars with guardians until just before the beginning of a practice, warm-up, or game, instead of forming a group.
- Limit the use of carpools or van pools. When riding in an automobile to a sports event, encourage players to ride to the sports event with persons living in their same household.
- If practices or competition facilities must be shared, consider increasing the amount of time between practices and competitions to allow for one group to leave before another group enters the facility. If possible, allow time for cleaning and/or disinfecting.

- **Physical Barriers and Guides**

- Provide physical guides, such as signs and tape on floors or playing fields, to make sure that coaches and players remain at least 6 feet apart.

- **Communal Spaces**

- Close shared spaces such as locker rooms, if possible; otherwise, stagger use and [clean and disinfect](#) between use.
- Limit the number of players sitting in confined player seating areas (e.g., dugouts) by allowing players to spread out into spectator areas if more space is available (e.g., if spectators are not allowed).

## Maintaining Healthy Operations

Youth sports organizations may consider implementing several strategies to maintain healthy operations.

- **Protections for Staff and Players at Higher Risk for Severe Illness from COVID-19**

- Offer options for individuals at [higher risk of severe illness from COVID-19](#) that limit exposure risk (such as virtual coaching and in-home drills).
- Limit youth sports participation to staff and youth who live in the local geographic area (e.g., community, city, town, or county) to reduce risk of spread from areas with higher levels of COVID-19.

- **Regulatory Awareness**

- Be aware of state or local regulatory agency policies related to group gatherings to determine if events can be held.

- **Identifying Small Groups and Keeping them Together (Cohorting)**

- Keep players together in small groups with dedicated coaches or staff, and make sure that each group of players and coach avoid mixing with other groups as much as possible. Teams might consider having the same group of players stay with the same coach or having the same group of players rotate among coaches.
- Consider staging within-team scrimmages instead of playing games with other teams to minimize exposure among players and teams.

- **Staggered Scheduling**

- Stagger arrival and drop-off times or locations by cohort (group) or put in place other protocols to limit contact between groups and with guardians as much as possible. One example is increasing the amount of time between practices and competitions to allow for one group to depart before another group enters the facility. This also allows for more time to clean the facility between uses.
- When possible, use flexible worksites (e.g., telework) and flexible work hours (e.g., staggered shifts) to help establish policies and practices for social distancing (maintaining a distance of approximately 6 feet) between employees and

policies and practices for social distancing (maintaining a distance of approximately 6 feet) between employees and others, especially if social distancing is recommended by state and local health authorities.

- **Gatherings, Spectators, and Travel**

- Avoid group events, such as games, competitions, or social gatherings, where spacing of at least 6 feet between people cannot be maintained.
- Limit any nonessential visitors, spectators, volunteers, and activities involving external groups or organizations as much as possible – especially with individuals not from the local geographic area (e.g., community, town, city, or county).
- Avoid activities and events such as off-site competitions or excursions (e.g., watching a professional team compete).

- **Designated COVID-19 Point of Contact**

- Designate a youth sports program staff person to be responsible for responding to COVID-19 concerns. All coaches, staff, officials, and families should know who this person is and how to contact them.

- **Communication Systems**

- Put systems in place for:
  - Consistent with applicable law and privacy policies, having coaches, staff, umpires/officials, and families of players (as feasible) self-report to the youth sports organization if they have [symptoms](#) of COVID-19, a positive test for COVID-19, or were exposed to someone with COVID-19 within the last 14 days in accordance with [health information sharing regulations for COVID-19](#) [↗](#) (e.g. see “Notify Health Officials and Close Contacts” in the **Preparing for When Someone Gets Sick** section below), and other applicable laws and regulations.
  - Notifying staff, officials, families, and the public of youth sports facility closures and restrictions in place to limit COVID-19 exposure (e.g., limited hours of operation).

- **Leave (Time Off) Policies**

- Implement flexible sick leave policies and practices for coaches, officials, and staff that enable employees to stay home when they are sick, have been exposed, or [caring for someone who is sick](#).
  - Examine and revise policies for leave, telework, and employee compensation.
  - Leave policies should be flexible and not be punitive to people for taking time off and should allow sick employees to stay home and away from co-workers. Leave policies should also account for employees who need to stay home with their children if there are school or childcare closures, or to care for sick family members.
- Develop policies for return-to-play after COVID-19 illness. CDC’s criteria to [discontinue home isolation and quarantine](#) can inform these policies.

- **Back-up Staffing Plan**

- Monitor absenteeism of coaches and officials, cross-train staff, and create a roster of trained back-up personnel.

- **Coach and Staff Training**

- Train coaches, officials, and staff on all safety protocols.
- Conduct training virtually, or ensure that [social distancing](#) is maintained during training.

- **Recognize Signs and Symptoms**

- If feasible, conduct daily health checks (e.g., [symptom checking](#)) of coaches, officials, staff, and players safely and respectfully, and in accordance with any applicable privacy and confidentiality laws and regulations.
- Youth sports program administrators may use examples of screening methods found in CDC’s supplemental [Guidance for Child Care Programs that Remain Open](#) as a guide for screening children, and CDC’s [General Business FAQs](#) for screening staff.

- **Sharing Facilities**

- Encourage any organizations that share or use the youth sports facilities to also follow these considerations.

- **Support Coping and Resilience**

- Encourage employees to take breaks from watching, reading, or listening to news stories, including social media if they are feeling overwhelmed or distressed.
- Promote healthy eating, exercising, getting sleep, and finding time to unwind.
- Encourage employees to talk with people they trust about their concerns and how they are feeling.
- Consider posting signs for the national distress hotline: 1-800-985-5990, or text TalkWithUs to 66746

## Preparing for When Someone Gets Sick

Youth sports organizations may consider implementing several strategies to prepare for when someone gets sick.


- **Advise Sick Individuals of Home Isolation Criteria**

- Sick coaches, staff members, umpires/officials, or players should not return until they have met CDC's [criteria to discontinue home isolation](#).


- **Isolate and Transport Those Who are Sick**

- Make sure that coaches, staff, officials, players, and families know that sick individuals should not attend the youth sports activity, and that they should notify youth sports officials (e.g., the COVID-19 point of contact) if they (staff) or their child (families) become sick with COVID-19 [symptoms](#), test positive for COVID-19, or have been [exposed](#) to someone with COVID-19 symptoms or a confirmed or suspected case.
- Immediately separate coaches, staff, officials, and players with COVID-19 [symptoms](#) (i.e., fever, cough, shortness of breath) at any youth sports activity. Individuals who are sick should go home or to a healthcare facility, depending on how severe their symptoms are, and follow [CDC guidance for caring for oneself and others](#) who are sick. Individuals who have had [close contact](#) with a person who has [symptoms](#) should be separated and sent home as well, and follow [CDC guidance for community-related exposure](#) (see "Notify Health Officials and Close Contacts" below). If symptoms develop, individuals and families should follow [CDC guidance for caring for oneself and others](#) who are sick.
- Establish procedures for safely transporting anyone who is sick to their home or to a healthcare facility. If you are calling an ambulance or bringing someone to the hospital, try to call first to alert them that the person may have COVID-19.

- **Clean and Disinfect**


- Close off areas used by a sick person and do not use these areas until after [cleaning and disinfecting](#) them (for outdoor areas, this includes surfaces or shared objects in the area, if applicable).
- Wait at least 24 hours before cleaning and disinfecting. If 24 hours is not feasible, wait as long as possible. Ensure [safe and correct use](#) and storage of [cleaning](#)  and disinfection products, including storing them securely away from children.

- **Notify Health Officials and Close Contacts**

- In accordance with state and local privacy and confidentiality laws and regulations, youth sports organizations should notify [local health officials](#), youth sports program staff, umpires/officials, and families immediately of any case of COVID-19 while maintaining confidentiality in accordance with the [Americans with Disabilities Act \(ADA\)](#)  and other applicable laws and regulations.
- Work with [local health officials](#) to develop a reporting system (e.g., letter) youth sports organizations can use to notify health officials and close contacts of cases of COVID-19.
- Advise those who have had [close contact](#) with a person diagnosed with COVID-19 to stay home and [self-monitor for symptoms](#), and to follow [CDC guidance](#) if symptoms develop.

## Communication Resources




◀ **Assess Your Risk**  
(Graphic)  
Game plan on to how reduce risk while playing sports [Download](#)  [\[IMAGE – 425 KB\]](#)



**Letter Template for Sports Administrators and Coaches**  
Send out a customized letter to parents to inform them about steps taken to protect players. [Download](#)  [\[DOC – 65 KB\]](#)



**Sports Banner (6'X3')**  
Educate players on how to stay staff on and off the field  
[Download](#)  [\[PDF – 408 KB\]](#)



**Checklist for Coach**  
Help protect players and staff from COVID-19  
[Download](#)  [\[PDF – 3 KB\]](#)

## Other Resources

[Latest COVID-19 Information](#)

[Cleaning and Disinfection](#)

[Guidance for Businesses and Employers](#)

[Guidance for Park Administrators and Visitors \(including for aquatic venues\)](#)

[Guidance for Schools and Childcare Centers](#)

[Guidance for Park Administrators](#)

[COVID-19 Prevention](#)

[Handwashing Information](#)

[Masks](#)

[Social Distancing](#)

[COVID-19 Frequently Asked Questions](#)

[Persons at Higher Risk](#)

[Managing Stress and Coping](#)

[HIPAA and COVID-19](#) 

[CDC communication resources](#)

[Community Mitigation](#)

Last Updated May 29, 2020



## **District 20 Little League Baseball and Softball COVID-19 Safety Plan**

### **GENERAL**

1. DO NOT COME TO THE PARK:
  - a. If you feel ill in any way.
  - b. If you have a fever.
  - c. If you have had contact with a person testing positive for COVID-19. Provide a doctor's note before returning to participation.
2. No sharing equipment. If necessary, wipe with a bleach wipe in between.
3. Maintain 6 foot social distance when possible.
4. No sharing drinks.
5. Remind kids to not touch each other and get close to each other's faces.
6. Parents are to social distance on bleachers or stay in their cars.
7. Players wash hands or sanitize prior to entering the dugout.
8. Players wash hands or sanitize when leaving the park (wash hands immediately when you get home).

### **PRACTICES**

1. Practice is completely optional. If parents or player are not yet comfortable to return it is completely understandable.
2. 1-1/2 hour practices separated by 30 minutes to get folks in and out.
3. No concessions. Coaches, players and parents must bring their own water/drinks.
4. No more than 10 people per practice (split practice in half teams if necessary; 45 mins and 45 mins per half team each).
5. Utilize both dug outs to spread the kids out.

### **GAMES**

1. Put "X" in dugout to indicate where player will put their stuff and sit when they enter the dugout.
2. No breaking it down as a team.
3. No handshakes at the end of the practice or game. A walk-by 6 ft distance same as normally would do just without touching and a little further apart. Or establish a new tradition that pays tribute to good sportsmanship while social distancing.





# RETURN TO YOUTH FOOTBALL 2020







# RETURN TO YOUTH FOOTBALL 2020

## THE BASICS

As youth football families seek a responsible return to play, USA Football is working with leaders across medicine, football and athlete development to provide helpful information for youth leagues.

Get started with the key points below. However, before beginning football activities, it's vitally important to fully review USA Football's Return to Youth Football 2020 Information and Considerations (this guide), with a phased approach to returning to football based on the phased re-opening guidance released by the Centers for Disease Control and Prevention (CDC).

A youth league's state and city or county department of health determines what "Phase" it is in, which can move up or down as COVID-19 information develops. Be aware that prior to a vaccine or cure, COVID-19 risk of infection remains, regardless of the fact that your local community may have "re-opened." Prior to resuming activities, inform all parents of the steps you are taking so they can make an informed decision regarding their child's participation. USA Football also recommends that you add COVID-specific language to your waivers (remaining aware that such waivers may not be enforced in certain jurisdictions).

## RETURN TO YOUTH FOOTBALL 2020 KEY POINTS:

- Before opening any football activities, talk to your city or county department of health to learn “re-opening” procedures in your area.
- Connect with your local school system to learn of its plan to return to fall sports and what information and resources, such as sanitizing products, could be shared between your programs.
- Prior to every workout, practice or game, check for virus signs/symptoms. Parents must not allow children to participate in any activity if they’ve shown virus signs or symptoms or have possibly been exposed to the virus in the past 14 days.
- Maintain a six-foot distance between all players and coaches in Phases I and II (see below). Leagues in a Phase III location may adjust to three-to-six feet apart when not directly participating in practices or games.
- Face coverings (masks) should be worn by coaches, officials, and other on-field personnel and are optional for players.
- Sanitize all equipment frequently and have an alcohol-based hand sanitizer available for players and coaches.
- Have all players bring, label, and use their own water bottles, towels and other personal items.
- Players and coaches who are high-risk should not participate in practices or games.

## PHASE 1: FOOTBALL WORKOUTS AND DRILLS

- Maintain at least a six-foot distance between all players and coaches.
- Limit practices to 10 people or less , whether inside or outside, and keep players in groups of five to 10. Players are to only practice together within their small group.
- Focus on football movements and overall athleticism, running drills unopposed without contact.
- Equipment is not yet shared between players, this including but is not limited to, footballs, flag belts, tackling dummies, donuts, sleds and other equipment.

## PHASE 2: MODIFIED PRACTICES

- Maintain at least a six-foot distance between all players and coaches.
- Practice with up to 10 people inside or 50 people outdoors and keep players within the same group of 5-to-10 teammates by using station-based activities.
- Run individual drills that are either unopposed without contact or against bags or soft surfaces with coaches remaining six feet from players. Sanitize bags and sleds between each use.
- Passing, kicking, punting, and shotgun snaps between players are acceptable, however, hand-offs and snaps under center are not due to a lack of physical distancing. All equipment, including footballs, should be sanitized as frequently as possible during practice.

## PHASE 3: MODIFIED FLAG AND 7-ON-7 GAMES; MODIFIED TACKLE PRACTICES

- Maintain a three-to-six-foot distance between all players and coaches when not directly participating in practices and games.
- Up to 50 people, indoors or outdoors.
- Continue to encourage the use of drills at the “Air” and “Bags” levels of contact. Bags and sleds are to be sanitized between each use.
- Introduce contact, including blocking and tackling with partners or within small groups. This may include limited 1-on-1 contact drills and 7-on-7 skeleton drills.
- Large group drills like 7 vs. 7 skeleton and 11 vs. 11 team must remain non-contact.
- Encourage small-sided type games and activities, such as 3-on-3 or 4-on-4 situations (i.e. “2 vs. 1 - Read the Defender,” “4-To-Score (3 vs. 3),” “Ultimate Football,” etc).
- In contact drills, continue to keep players within the same small group of 5-to-10 teammates.



## RETURN TO REGULAR ACTIVITIES

You might consider returning to regular practices and games prior to a vaccine/cure once

- your local area has no restrictions on the size of group gatherings (this does not apply to mass gathering restrictions), and
- public health authorities in your area allow public facilities to reopen. Under such circumstances, regular practices and games might be appropriate to resume if participants satisfactorily pass relevant pre-activity screening procedures and all live in the same community.

Please consult your local public health authorities to determine whether it is appropriate to resume such activities before doing so. If doing so, continue to promote physical distancing and related procedures around your activities.

## POSITIVE EXPOSURES

In the case of a known COVID-19 exposure/illness/positive test, immediately notify everyone across your league (without identifying the affected individual) and contact your local public health authorities to allow them to begin the process of contact tracing and other possible actions/steps. Individuals who have had close contact to someone who tests positive should self-isolate for at least 14 days. Individuals who test positive for COVID-19 infection should self-isolate and avoid sports participation for a variable duration of time. Prior to returning to football, obtain a note from their health care provider releasing them to full participation.

## PURPOSE OF DOCUMENT

USA Football provides this document and collected resources for your information and consideration as you work through your analysis and decisions. ***You should consult with your local public health authorities and your medical, legal, insurance, and other relevant advisors before engaging in any activities so that you understand as much as possible the medical, legal, and risk environment in which you operate. Be aware that many insurance policies contain communicable disease exclusions.***

***This document is not provided as, and should not be relied upon as, either medical or legal advice, but rather is provided for your informational purposes only. If you use any information and/or considerations provided herein, you do so at your own risk and you specifically release from any and all liability USA Football, Inc., its affiliates, and any of their directors, officers, employees, volunteers, agents, and grantors in connection therewith. USA Football makes no warranties or statements as to the completeness, reliability, and/or accuracy of the information contained herein.***

As you look at whether and how to resume your league's on-field activities, USA Football, in consultation with the following medical and football professionals, invites you to review the information and considerations included within this document:



**Dr. Paul Roetert, Ph.D.**, Director of Education and Strategic Engagement for the National Collegiate Athletic Association (NCAA) and Chair of USA Football's Athlete Health and Wellness Task-Force



**Dr. Jonathan Finnoff, D.O.**, Chief Medical Officer for the United States Olympic and Paralympic Committee (USOPC)



**Dr. Michael Koester, MD**, Chair of the Sports Medicine Advisory Committee of the National Federation of State High School Associations (NFHS)



**Dr. Johna Register-Mihalik, Ph.D.**, Department of Exercise and Sport Science at the University of North Carolina



**Uzma Samadani, MD, Ph.D.**, Chair of ThinkFirst Injury Prevention Foundation; Neurosurgeon at Minneapolis VAMC and Centracare; Associate Professor at the University of Minnesota



**Mr. Jon Butler**, Executive Director of Pop Warner Little Scholars



**Mr. Brad Garrett**, Assistant. Executive Director of the Oregon School Activities Association



**Mr. Scott Heitland**, Head Football Coach at Dallas Center-Grimes High School



As covered in USA Football's initial Return to Youth Football 2020 communication, many decisions concerning your on-field league activities will be particularly local to you. As an update to that initial information, we encourage you to consider the youth sports guidance released by the U.S. Centers for Disease Control and Prevention (CDC) (<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/youth-sports.html>) and the PLAY Sports Coalition/National Council of Youth Sports (<https://playsportscoalition.org/returntoplay/>), the latter of which also includes risk, liability and general operational considerations for your review. The CDC has also produced the flowchart attached in the Appendix concerning "Youth Programs and Camps," an additional point of reference you may find useful.

We also encourage you to consider other resources specific to your local area that may be helpful. Such resources could include but are not limited to information from your state high school association, local high school and elementary school systems, and public health resources directly available in your area. In particular, there is likely significant cross-over between your league's activities and your local school system; your players are students at those schools. Knowing what those schools are doing will help you in addressing your activities.

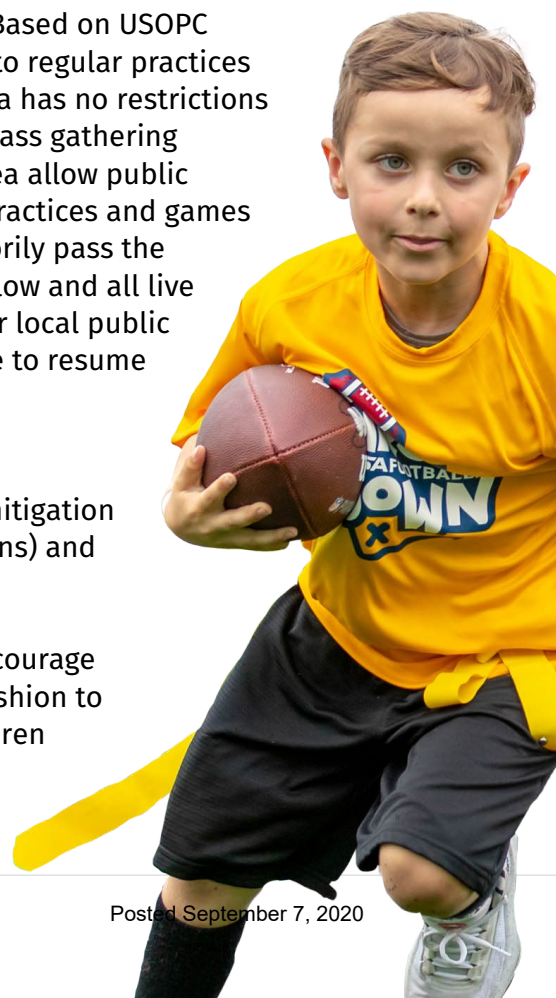
## 1. RETURNING TO ACTIVITIES PRIOR TO A VACCINE OR CURE

- a. There are many societal benefits and physical and mental health benefits to a return to youth football. Those benefits are balanced against the reality that until COVID-19 is either eradicated, a vaccine is developed, or a cure is found, there is no way of completely eliminating the risk of fatal infection. We encourage you to keep those concepts in the forefront of your mind when designing your return to play program and activities. The focus of public health authorities across the nation is on mitigating the spread of the virus, as appropriate given each community's circumstances. Please consult with your local public health authorities before engaging in any activities to make sure you fully understand and are in compliance with all applicable Federal, State, and Local orders, regulations, and guidelines relevant to your league's operations and activities. Refer back to USA Football's initial **Return to Youth Football 2020 communication** for more information and links to certain of those resources.
- b. COVID-19 testing regimens, specific guidelines regarding mass gatherings, and response to an athlete, team member, or close contact testing positive for COVID-19 (including contact tracing) are all currently under review, and further guidance will come from CDC and state and local health departments. Limited testing availability, lack of resources for contact tracing, and expanding knowledge of the characteristics of COVID-19 transmission could all result in significant changes to the recommendations below. Follow and consult your local public health authorities to learn more as these items develop. Further, in your consultation of local school systems, inquire as to the extent if any that they are testing and whether your activities might draw in any way from theirs.

- c. USOPC guidance provides suggested levels of COVID-19 transmission risk for various sports, categorizing them from “Level 1” (Highest Risk) to “Level 3” (Lowest Risk). Football is not included in this guidance, but based on the guidance it would appear that Tackle Football is a “Level 1” (highest risk) sport while 7-on-7 and Flag Football are “Level 2” (Middle Risk) sports, given the group nature of those sports, the respective frequencies of close, sustained contact (lack of physical distancing) and the shared equipment (i.e. the football) utilized. Relevant NFHS guidance suggests the same categorization, placing Tackle Football in the “Highest Risk” category and 7-on-7 Football in the “Moderate Risk” category.

## 2. A GRADUAL RETURN TO “REGULAR” FOOTBALL ACTIVITY

- a. The White House and CDC have released joint “Opening Up America Again” guidelines, available <https://www.whitehouse.gov/openingamerica/>. That guidance presents 3 phases that states and localities are encouraged to move between based on certain gating criteria, including the rates of signs/symptoms, rates of transmission, and hospital capacity and testing considerations present in their areas and continuing over 14-day periods of time. The 3 football-specific phases contemplated in this document below are based on and correspond to that guidance and are adapted from the guidance released by NFHS concerning high school activities. Those 3 football phases all contemplate modified/limited football activities.
- b. Think of a return to regular activities as a fourth phase. Based on USOPC guidance, it would be appropriate to consider returning to regular practices and games prior to a vaccine/cure once (i) your local area has no restrictions on the size of group gatherings (this does not apply to mass gathering restrictions), and (ii) public health authorities in your area allow public facilities to reopen. Under such circumstances, regular practices and games **might** be appropriate to resume if participants satisfactorily pass the relevant pre-activity screening procedures presented below and all live in the same community. In any event, please consult your local public health authorities to determine whether it is appropriate to resume such activities before doing so, considering all possible alternatives and modifications in your planning.
- c. In returning to practices/games, continue to follow the mitigation procedures provided in Sections 11 (Further Considerations) and 12 (Monitoring) below.
- d. Before you are able to return to regular activities, we encourage you to consider resuming your activities in a modified fashion to provide parents options for activities in which their children could participate.

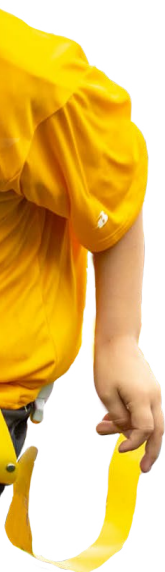


### 3. HEAT ACCLIMATIZATION PERIOD

- a. With any resumption of on-field activities, USA Football recommends that you continue to adhere to USA Football's **heat acclimatization guidelines**.
- b. Notwithstanding the possibility that you may be facing delays to the start of your seasons and therefore a time compression of certain activities, the full acclimatization period is critical to preparing players for the rigors of football activity. The acclimatization period should not be shortened in an attempt to begin regular season games "on time."
- c. Also consider potentially lengthening certain preparatory pre-season periods given the likelihood that athletes may not have been as active generally during quarantine.

### 4. PHASING BASED ON FEDERAL, STATE, AND LOCAL ORDERS AND GUIDANCE

- a. Keep in mind that the White House/CDC guidance on reopening is intended to apply to the entire country and therefore is somewhat general in nature. Please consult with your local and state health departments regarding their plans for "opening up" your state and location. Not all states are using the same criteria, and what is allowable during specific phases will vary from state to state, or even within a state. Use the following as a resource in designing a plan for your league. Please note that there will be gating criteria to establish Phase 1 and the further criteria must be met to advance from one phase to the next. These criteria will be determined by state and/or local governments and must be strictly followed.
- b. As you prepare your plan for phasing in your activities, we encourage you to take that plan to your local public health authorities for their review, comment, and assistance. Continue to consult with those public health authorities to fully understand what phase your locality is in and what changes may occur over time.
- c. Note that the phases below lead to a resumption, in Football Phase 3, of modified 7-on-7 and Flag Football games and modified practices for Tackle Football. As mentioned, the appropriateness of a return to full practices and games will depend on forthcoming epidemiology data and experiences across the nation and particularly in your locality. Consult your local public health authorities and specifically ask them when these activities may resume.



## 5. FOOTBALL PHASE 1

### a. Activities to Consider:

- Workouts and drills designed to ensure all guidelines may be followed. Workouts and drills should not occur with a football that will be handed off or passed to other teammates. Contact with other players is not allowed, and there should be no sharing of tackling dummies/donuts/sleds/etc. Physical distancing of 6 feet or greater must be maintained at all times.
  - Encourage individual development with a focus on football movements and overall athleticism.
  - Examples of Football Phase 1 activities could include such activities as:
    - o “60 Ways to Play” Starter, Indoor and Anywhere circuits composed of physical literacy exercises.
    - o Conditioning exercises.
    - o Speed training.
    - o Change of direction movement circuits.
    - o Movement foundations with change of direction and speed variations.
    - o Prep for Contact movement series: Falling, Tumbling, Crawling.
    - o Individual football or position specific movement skills on “Air” (level of contact).



### b. Pre-Activity Screening:

- All participants (coaches, players, officials, personnel, etc.) should be screened for signs/symptoms of COVID-19 prior to a workout and asked if they have experienced any such signs/symptoms within the 14 days immediately preceding the activity. Players should be screened through communications with their parents/guardians to promote accuracy in responses. Consider sending an email to all parents/guardians asking them to screen and report before every gathering, including the sample form attached in the appendix. Such signs/symptoms include any of the following:
  - Fever (over 100.3)
  - Cough
  - Shortness of Breath
  - Sore Throat
  - Congestion
  - Headache
  - Chills
  - Muscle and/or Joint Pain

- Nausea/Vomiting
- Loss of Sense of Smell and Taste
- Diarrhea
- Consider including an on-site or self-temperature check of all participants in consultation with your local public health authorities concerning the taking of temperatures and temperature level(s) to screen.
- Responses to screening questions for each person should be recorded and stored (if possible in compliance with applicable law) so that there is a record of everyone present in case a participant develops COVID-19.
- Any person with positive symptoms reported should not be allowed to take part in workouts and should contact his or her primary care provider or other appropriate health-care professional.
- Vulnerable individuals should not oversee or participate in any workouts during Football Phase 1.
  - Vulnerable individuals” are defined by CDC as people age 65 years and older and others with serious underlying health conditions, including high blood pressure, chronic lung disease, diabetes, obesity, asthma, and those whose immune systems are compromised such as by chemotherapy for cancer and other conditions requiring such therapy. See below on “Individuals at Higher Risk” for more information directly from the CDC.

#### **c. Limitations on Gatherings:**

- No gatherings of more than 10 people at a time (inside or outside).
- Workouts should be conducted in “pods” of players with the same 5-10 players always working out together. This ensures more limited exposure if someone develops an infection.
- Follow guidelines for allowed sizes of indoor and outdoor gatherings as directed by your state or local health department.
- Locker rooms should not be utilized during Football Phase 1. Everyone should report to workouts in proper gear and immediately return home to shower at end of the workout.
- There must be a minimum distance of 6 feet between individuals at all times. If this is not possible indoors, then the maximum number of individuals in the room must be decreased until proper social distancing can occur.

#### **d. Facilities Cleaning:**

- Cleaning schedules should be created and implemented for all athletic facilities to mitigate any communicable diseases.
- Prior to an individual or groups of individuals entering a facility, hard surfaces within that facility should be wiped down and sanitized (locker rooms, equipment, restrooms, etc.).



- Individuals should wash their hands for a minimum of 20 seconds with warm water and soap before touching any surfaces or participating in workouts.
- Hand sanitizer should be plentiful and available to individuals as they transfer from place to place.
- Appropriate clothing/shoes should be worn at all times indoors to minimize sweat from transmitting onto equipment/surfaces.
- Any equipment having holes with exposed foam should be covered.
- Participants must be encouraged to shower and wash their workout clothing immediately upon returning to home.

#### **e. Physical Activity and Athletic Equipment**

- There should be no shared athletic equipment (towels, clothing, shoes, or football equipment) between individuals.
- Participants should wear their own appropriate workout clothing (do not share clothing) and individual clothing/towels should be washed and cleaned after every workout.
- All equipment, including footballs, should be sanitized after each use and prior to the next workout.
- Individual drills requiring the use of equipment are permissible, but the equipment should be sanitized prior to use by the next individual.

#### **f. Hydration:**

- All students shall bring their own water bottle. Water bottles must not be shared.
- Hydration stations (water cows, water trough, water fountains, etc.) should not be utilized.

## **6. FOOTBALL PHASE 2**

#### **a. Activities to Consider:**

- Workouts and drills consistent with Football Phase 2 guidelines.
- Modified practices, including modified 7-on-7 and Flag Football practices consistent with Football Phase 2 guidelines.
  - Continue to encourage small group activities. Examples of Football Phase 2 activities could include such activities as:
  - Utilizing a stations-based practice concept, keeping small groups consistent



- Rotate small pods of players together.
- Continue physical and movement training as outlined in Football Phase 1.
- Utilize limited contact activities run at an “Air” and “Bags” (levels of contact).
  - a. Bags and sleds can be used as long as they are **standalone** and sanitized between each use.
- Passing, tossing, kicking, punting, and shotgun snaps, are all acceptable means of exchange. (Hand-offs and direct snaps would violate physical distancing requirements).

#### **b. Pre-Activity Screening:**

- Same as Football Phase 1.

#### **c. Limitations on Gatherings:**

- No gathering of more than 10 people at a time inside. Up to 50 individuals may gather outdoors for workouts.
- Follow guidelines for allowed sizes of indoor and outdoor gatherings as directed by your state or local health department.
- If locker rooms or meeting rooms are used, there must be a minimum distance of 6 feet between each individual at all times.
- Workouts should be conducted in “pods” of players with the same 5-10 players always working out together. This ensures more limited exposure if someone develops an infection.
- There must be a minimum distance of 6 feet between individuals at all times. If this is not possible indoors, then the maximum number of individuals in the room must be decreased until proper social distancing can occur. Appropriate social distancing will need to be maintained on sidelines and benches during practices. Consider using tape or paint as a guide for players and coaches.

#### **d. Facilities Cleaning:**

- Same as Football Phase 1

#### **e. Physical Activity and Athletic Equipment:**

- There should be no shared athletic towels, clothing or shoes between students.
- Players should wear their own appropriate workout clothing (do not share clothing), and individual clothing/towels should be washed and cleaned after every workout.
- All equipment, including footballs, should be sanitized intermittently during practices.
- Hand sanitizer should be plentiful at all practices.



**f. Hydration:**

- Same as Football Phase 1.

## 7. FOOTBALL PHASE 3

**a. Activities to Consider:**

- 7-on-7 games considering rules modifications consistent with Football Phase 3 guidelines
- Flag Football games considering rules modifications consistent with Football Phase 3 guidelines
- Modified Tackle Football practices consistent with Football Phase 3 guidelines
  - Continue to encourage the use of stations-based practice concepts as outlined in Football Phase 2.
  - Encourage the use of small-sided games, drills and activities, such as 3-on-3 or 4-on-4 situations.
  - Begin to gradually introduce player-to-player contact, including blocking and tackling.
    - Gradually introduce 1 vs. 1, 2 vs. 2, 3 vs. 3, etc., contact drills while staying in smaller pods.
    - Slowly begin to increase the intensity and levels of contact over a period of days.
    - Continue to encourage the use of contact drills at the “Air” and “Bags” level (players and coaches may now hold bags and shields).
    - The concept of using pods of a small number of players for contact drills should be utilized for all contact drills. This ensures limited exposure if someone develops an infection.
  - Larger group drills such as 7-on-7 skeleton and 11 vs. 11 “team” can be used but must remain non-contact.



Wash hands for a minimum of **20 seconds** with warm water and soap before participating in workouts

**b. Pre-Activity Screening:**

- Considerations below are for all activities except any modified Tackle Football practices, which should follow the same Pre-Workout Screening as for Football Phases 1 and 2.
- Any person who has had a fever or cold symptoms in the previous 24 hours should not be allowed to take part in workouts and should contact his or her primary care provider or other appropriate healthcare professional.



- A record should be kept of all individuals present.
- Vulnerable individuals can resume public interactions, but should practice physical distancing, minimizing exposure to social settings where distancing may not be practical, unless precautionary measures are observed.

**c. Limitations on Gatherings:**

- Gathering sizes of up to 50 individuals, indoors or outdoors.
- Follow guidelines for allowed sizes of indoor and outdoor gatherings as directed by your state or local health department.
- When not directly participating in practices or games, care should be taken to maintain a minimum distance of 3 to 6 feet between each individual. Consider using tape or paint as a guide for students and coaches.

**d. Facilities Cleaning:**

- Same as Football Phases 1 and 2.

**e. Athletic Equipment:**

- There should be no shared athletic towels, clothing or shoes between individuals.
- Players should wear their own appropriate workout clothing (do not share clothing), and individual clothing/towels should be washed and cleaned after every workout.
- Hand sanitizer should be plentiful at all practices and games.
- Equipment should be sanitized between each use. Helmets, pads, and associated equipment should be worn by only one individual and not shared.

**f. Hydration:**

- All students shall bring their own water bottle. Water bottles must not be shared.
- Hydration stations (water cows, water trough, water fountains, etc.) may be utilized but must be cleaned after every practice/contest.

## **8. COMMUNICATION WITH PARENTS/GUARDIANS AND WAIVERS**

- a. Before returning to any activities, communicate with your parents/guardians and inform them of everything they should expect from your league, your operations, and your COVID-specific mitigation procedures. Doing so will allow parents to make an informed decision as to whether they are comfortable with their child participating. It is then of course important that you follow those procedures.
- b. As part of that communication to parents/guardians, and without limitation, inform them of any actions you are asking of them in connection with your operations (for instance, arriving early for practice, reporting any symptoms, staying with their

child for the duration of activities, etc.). Necessarily, much of the behavior and screening information you might seek to obtain from your athletes will be driven and provided through and by their parents.

- c. USA Football also recommends that you consider adding COVID-specific language to the signed waiver that you collect from each participant (through their parent/guardian) and to signage appearing at points of entry. Sample language appears below for your consideration. Be aware, however, that such waivers concerning minors and “signage” waivers may not be enforced in certain jurisdictions. Consult your attorney to determine best practice in your location.

*You acknowledge that an inherent risk of exposure to COVID-19 and other communicable diseases exists in any public place where people are present, including the football activities engaged in with [League]. By participating in those activities, you agree that you are voluntarily assuming all risks related to exposure to COVID-19 and/or other communicable diseases and agree not to hold [League], USA Football, Inc., and/or any of their officers, directors, employees, or agents liable for any injury, illness, or disease in connection with those activities.*

## 9. INDIVIDUALS AT HIGHER RISK/ATTENDANCE

- a. Parents and coaches should assess level of risk based on individual players on the team who may be at **higher risk for severe illness** according to the CDC, such as children who may have asthma, diabetes, or other health problems.
- b. Encourage any family members and other individuals who may be at higher risk not to attend practice/games. Consider streaming activities so those individuals may still view (see below).
- c. Consider limiting overall non-participant attendance to a limited number of close family members (parents/guardians) and designating someone to live stream activities on league social media platform(s) so that friends and family can watch from home.

## 10. GENERAL CLEANING VERSUS SANITIZATION

- a. Throughout this document you will see references to “sanitizing” and “disinfecting.” This is different than general “cleaning.” For more information, see <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html>

## 11. FURTHER CONSIDERATIONS

- a. Use signage throughout your facility to promote the concepts included in this document.
- b. Generally, to lessen exposures and as appropriate within your phased activities, consider intra-team scrimmages, shortened seasons, limited travel, and playing limited opponents (playing the same team multiple times to lessen exposures).
- c. Ask that parents check monitor their children and family members twice daily for any signs or symptoms of COVID-19 to assist with your planning and screening.
- d. Individuals should not participate in any activities, and should consult their healthcare provider, if they currently are experiencing/exhibit any of signs or symptoms of COVID-19 or report having experienced any within the immediately preceding 14 days.
- e. Individuals should not participate in any activities if they report that they have been exposed or that they have reason to think they may have been exposed to COVID-19 within the immediately preceding 14 days.
- f. Since the signs and symptoms of COVID-19 can be fairly non-specific and not just respiratory symptoms, it is recommended that athletes should not be in close sustained contact with anyone who is sick for 14 days prior to activity. This reduces the risk of introducing COVID-19 into the group by someone who may have COVID-19 but is not experiencing any symptoms yet.
- g. Have each participant clearly label their water bottle, towel, and other personal equipment to help promote the prevention of the sharing of personal items.
- h. Ask that everyone follow standard infection prevention measures (e.g., frequent handwashing, avoid touching of face, covering of mouth with inner elbow when coughing, avoid touching common surfaces, etc.).
- i. Ensure that appropriate infection prevention supplies are present in multiple targeted areas (e.g., hand sanitizer, facial tissues, facial coverings, etc.)
- j. Promote the rigorous, frequent sanitizing/disinfecting of any shared equipment (as appropriate within your phasing) before, during, and after all training sessions, practices, and games.
- k. Practice social distancing around your activities. This includes the generally accepted practice of keeping 6 feet in between individuals wherever possible but also encouraging everyone to do their best limit the extent to which they touch common surfaces.
- l. Reminders for workouts/practices/games:
  - The CDC currently recommends that coaches, officials, on-field/sideline staff, and other similar individuals wear cloth face coverings/masks during activities. Players may have the option of wearing a cloth face covering/mask during activities as preferred and indicated by their parents.



Minimum distance  
of **6 feet** between  
individuals at  
all times

- Consider having coaches call plays from the sidelines rather than in a team huddle.
  - Consider adding additional timeouts to allow for hand hygiene periodically throughout practices and games.
  - Provide additional footballs, if possible, to allow for more frequent equipment switches and disinfect footballs with disinfecting wipes or alcohol as often as possible.
  - Discourage players from removing and re-inserting mouthguards.
  - Consider electronic or handheld whistles
  - Players should adhere to and maintain physical distancing whenever possible and avoid handshakes, high fives, or other congratulatory contact with teammates.
  - Avoid shared or team snacks after practice/games.
- m. Instruct parents to keep helmet, pads, gloves, uniforms in a plastic bag during the ride home and until they can follow cleaning and/or sanitizing instructions. Encourage parents to immediately wash all items upon returning home and to use sanitizing products and to wipe down any equipment that cannot be washed in a washing machine.

## 12. MONITORING – “HAT OR VEST PROGRAM”

Consider various individuals as monitors—for Entrance, Stands/Spectator, and Field/Equipment/Injury/Hydration. Each monitor could wear a particular color hat (or vest/tee-shirt/etc.), presented here as RED, WHITE, and BLUE. All monitors should wear a cloth mask and gloves at all times. If the individual performing this role will change over time, any shared equipment should be sanitized between uses. All activities should be consistent with the phase you are in and the activities in which you are engaging.

### a. Entrance Monitor (RED Hat or Vest)



- If your facility allows, designate one entrance or area for people to enter practices/games. In any event limit the number of entry points to the greatest extent possible. Staff each entryway accordingly in conformance with your screening efforts.
- Consult with your state and local public health authorities to determine whether to conduct a check of each facility entrant with non-contact thermometers and the temperature level(s) that would be appropriate to consider.
- Inquire whether entrants have experienced signs/symptoms of COVID-19 within the past 14 days.
- Monitor entrants for any reasonably visible evidence of COVID-19 signs/symptoms.

- Have hand sanitizer available on tables for everyone that enters the facility and periodically throughout the facility.
- Remind people that enter to follow physical distancing, keeping at least 6 feet between them and others during the activity and limiting their contact with shared services to the extent safely possible (considering the need for guardrail usage and other general safety elements).

**b. Stands or Spectator Monitor (WHITE Hat or Vest)**



- If your facility has bleachers, mark X's with tape on seats at least 6 ft apart.
- If bleachers not available, mark X's with spray paint/chalk for families to stand/sit at least 6 ft apart. Monitor area to make sure people are adhering to this standard.
- Monitor individuals in stands for any reasonably visible evidence of COVID-19 signs/symptoms.
- Ensure bathrooms are sanitized on an increased basis, at least pregame, prior to halftime, and post-game. Make sure they are stocked with antibacterial soap.
- Do not open/operate any concession stands or similar operations.

**c. Field Monitor (BLUE Hat or Vest)**



- Ensure players keep at least 6 feet between one another on the sidelines.
- Make sure coaches, officials, on-field/sideline staff wear masks during practices and games.
- Monitor for signs and symptoms of concussions in players.
- Monitor players, coaches, officials, and on-field/sideline staff for reasonably visible evidence of COVID-19 signs/symptoms.
- Make sure players bring their own water bottle, towel, and other personal equipment and all items are labeled by name.
- Spray players' gloves with disinfectant spray between each series. Provide hand sanitizer to players not wearing gloves between each series.
- Sanitize field equipment and footballs before and after practice and games.
- Sanitize footballs between each series during games and between each drill during practices.
- Fill up players water bottles from cooler if needed so only one person is touching the cooler. Such individual should wear a mask and gloves during activity.
- Do not use shared drinking dispensers (i.e. water fountains).
- Provide coaches with large whiteboards so they can draw plays while keeping their distance from players.
- Ensure athletic trainers can attend to injured players if needed and other players and coaches are kept at safe distance.

## 13. RETURN TO YOUTH FOOTBALL KITS

- a. Create a kit of equipment and supplies. You should have a kit at each venue you are using for activities. Some ideas for items to stock in your kit include, without limitation:
  - Noncontact thermometers
  - Gloves
  - Masks/Facial Coverings
  - Wipes
  - Disinfectant Spray
  - Hand Sanitizer
  - Hats/Lanyards/Vests for monitors.
  - Signage or Signage template to post at facility
- b. Kits for Parents / Players. Encourage parents to create their own kit of personal equipment and supplies. Some ideas for items to stock in such a kit include:
  - Masks/Facial Coverings
  - Gloves (pack of 20+)
  - Small hand sanitizer for player's bag and parent
  - Disinfectant for player equipment
  - Parent Guide (safety steps to take for each week)

## 14. KNOWN EXPOSURES

- a. In the case of a known COVID-19 exposure/illness/positive test:
  - Immediately notify everyone across your league that you had a player, coach, official and/or other category of individual test positive for COVID-19. Respecting Personal Health Information, you should not publicize that individual's name.
  - Immediately contact your local public health authorities to allow them to begin the process of contact tracing and other possible actions/steps.
  - Individuals who have had close contact to someone who tests positive are required to self-isolate for at least 14 days.
  - Individuals who test positive for COVID-19 infection will be required to self-isolate and avoid sports participation for a variable duration of time. Prior to returning to football, they need a note from their health care provider releasing them to full participation.





## APPENDIX

<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/Camps-Decision-Tree.pdf>

Monitoring Form from [https://www.nfhs.org/media/3812287/2020-nfhs-guidance-for-opening-up-high-school-athletics-and-activities-nfhs-smac-may-15\\_2020-final.pdf](https://www.nfhs.org/media/3812287/2020-nfhs-guidance-for-opening-up-high-school-athletics-and-activities-nfhs-smac-may-15_2020-final.pdf)



Create your own  
kits with supplies  
that will help  
you return  
responsibly





[usafootball.com/return](https://usafootball.com/return)



## Sports Medicine Advisory Committee

### Considerations for Returning to High School Athletics and Activities During the COVID-19 Pandemic

*There is a wealth of advisory documents currently available from governmental and private agencies to help guide schools for the return to athletics and activities during the COVID-19 pandemic. The FHSAA Sports Medicine Advisory Committee (SMAC) strongly recommends our member schools review these documents and meet with state and local health agencies as you begin your school-specific plans to resume athletics and activities in your schools. Because information about COVID-19 is constantly evolving, the FHSAA SMAC recommends member schools edit their plans as updates occur. The decision for any return to activity should be made with safety as the ultimate priority and understand as conditions change, it may require individual schools to make adjustments to their plan.*

#### General Information:

- All summer workouts are voluntary.
- Official practices and return to sports dates will begin at the direction of the FHSAA Board of Directors.
- These guidelines represent a minimum standard. Member Schools/School Districts may be more restrictive as needed, taking into account the community spread of SARS-CoV-2 in their respective regions.
- Adherence to FHSAA policies **40** (Concussions), **41** (Exertional Heat Illness including; Zachary Martin Act), **42** (Sudden Cardiac Arrest), and **43** (Emergency Action Plans) is required throughout the entire calendar year.
- All students shall have required paperwork on file before any participation including, voluntary conditioning, weightlifting or tryouts, this includes: A current EL2 Pre-Participation Physical and EL3 Consent and Release of Liability.

<b>Centers for Disease Control</b>	<a href="https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/youth-sports.html">https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/youth-sports.html</a>
<b>National Federation of High School Sports</b>	<a href="https://www.nfhs.org/media/3812287/2020-nfhs-guidance-for-opening-up-high-school-athletics-and-activities-nfhs-smac-may-15_2020-final.pdf">https://www.nfhs.org/media/3812287/2020-nfhs-guidance-for-opening-up-high-school-athletics-and-activities-nfhs-smac-may-15_2020-final.pdf</a>
<b>Korey Stringer Institute</b>	<a href="https://ksi.uconn.edu/covid-19-return-to-activity/">https://ksi.uconn.edu/covid-19-return-to-activity/</a>
<b>Florida Department of Health</b>	<a href="http://www.floridahealth.gov/index.html">http://www.floridahealth.gov/index.html</a>
<b>The National Athletic Trainers Association</b>	<a href="https://www.nata.org/sites/default/files/covid_19_return-to-sport_considerations_for_secondary_school_ats_1.pdf">https://www.nata.org/sites/default/files/covid_19_return-to-sport_considerations_for_secondary_school_ats_1.pdf</a>

#### Sports Medicine Providers:

Licensed athletic trainers (ATs) in Florida are highly qualified, multi-skilled, licensed health care professionals. As Florida faces an unprecedented healthcare crisis with COVID-19, ATs are a critical resource for our FHSAA member schools. As healthcare providers, ATs collaborate with physicians and have expertise with infection control processes, screening, the assessment of ill or injured patients and risk mitigation, which can effectively support school administrators working on safe return to sport protocols during the COVID-19 pandemic.

The Florida High School Athletic Association Sports Medicine Advisory Committee (SMAC) strongly recommends our FHSAA member schools to include ATs as critical staff members and to partner with volunteer community physicians to develop comprehensive sports safety programs. The AT/team physician together should develop infection control policies and facilitate the safe return to sports within our member schools during these extraordinary times. These policies should be constantly reviewed and updated given the rapid evolution of recommendations surrounding COVID-19.

- **CONSENT AND RELEASE FROM LIABILITY CERTIFICATE FOR COVID-19**

The FHSAA will make available a formal document for parents/guardians and student-athletes as a best effort to educate those stakeholders interested in participating in FHSAA sanctioned sports programs during the COVID-19 Pandemic. This document will include important information regarding COVID-19 and the dangers, known and unknown, that may place the participant at risk of infection by their decision to participate in FHSAA sports. The FHSAA SMAC also strongly advises member schools to administer similar forms for their staff members and coaches associated with sports.

- **INFECTIOUS DISEASE PREVENTION AND DISINFECTING PROCEDURAL PLAN**

This section should include a detailed description of the roles and responsibilities of designated individuals involved in keeping your athletic facilities and equipment clean and sanitary. The plan should highlight cleaning and disinfecting with products recommended by the CDC to clean and prevent the transmission or spread of COVID-19. Hand sanitizers (minimum 60% alcohol based) should be readily available and suggested educational signage should be visible. According to the NFHS document, initial return to play should be done in smaller groups. This protocol allows for schools to include language to outline adequate transition periods between workout groups to allow for cleaning and disinfection as well as to identify drop off and pick up locations. The use of face coverings by students and staff is strongly advised by the CDC and the FHSAA SMAC whenever not participating in vigorous workout activities, including in the weight room and locker room. Each school has a responsibility to promote physical distancing, and the responsibility for students to supply personal towels and water bottles (large water coolers or COWS are advised against).

- **COVID-19 SCREENING, REPORTING AND DISMISSAL PROCEDURE**

If possible, start times and pick up times should be staggered to prevent congregation of student athletes and caregivers. The references listed in this document provide comprehensive guidance for screening measures each school should have in place. Examples of contactless temperature screening procedures and sample documents that schools can use to document student responses to screening questions are also available through these trusted resources. Schools shall have appropriate dismissal (recognition, isolation, and disposition) policies and procedures for students who enter campus when ill or exhibit concerning symptoms and respond affirmatively to any of the COVID-19 screening questions. No athlete or coach should be permitted on campus if symptomatic or answers “yes” to high risk of contact. This dismissal procedure should indicate the reporting responsibility of the coach or other staff member in these cases. US Senator Marco Rubio states “every student-athlete and all athletics personnel should be screened before participating in any aspect of in-person athletics activities. No one should be allowed to officiate, coach or play if they identify or exhibit any of the following symptoms or signs within 72 hours before competition.”

[https://www.rubio.senate.gov/public/\\_cache/files/067bb0c8-78fd-4e0a-9674-dae6d186f512/5B5C774652D5E39F2DB7180750430EEF.20.08.05-smr-letter-to-governor--hs-sports-return-to-play.pdf](https://www.rubio.senate.gov/public/_cache/files/067bb0c8-78fd-4e0a-9674-dae6d186f512/5B5C774652D5E39F2DB7180750430EEF.20.08.05-smr-letter-to-governor--hs-sports-return-to-play.pdf)

**When the FHSAA official sports season begins/resumes**, each school shall provide reasonable efforts to ensure all participants have been screened via COVID-19 questionnaire and contactless thermometer on all days of practice and competition. Appropriate physical distancing should be practiced whenever practical, especially in the locker room and on the sideline. The use of face coverings is strongly advised by the CDC as well as the FHSAA SMAC, whenever possible. Face coverings may be removed for conditioning and while competing but should be otherwise worn on the sidelines whenever practical. Schools are encouraged to assign administrative staff members to encourage compliance with these strategies.

Visiting teams should complete the COVID-19 screening process before arriving at the host school, preferably prior to leaving home school, and any symptomatic or febrile individual should not travel with the team. The FHSAA SMAC strongly recommends that each school document and keep on-file the COVID-19 screening data collected before each competition.

- **PHASED-PLAN OF RETURN TO SPORTS INCLUDING ACCLIMATIZATION, CONDITIONING, WEIGHT LIFTING AND SKILL DEVELOPMENT**

In concordance with the re-opening guidelines from our Governor when opening the State, school athletics and activities should resume in clearly defined phases. These stages begin with small, isolated group workouts allowing for physical

distancing and acclimatization. Next, they progress strategically, approximately every two weeks, allowing the groups to expand and activities to increase. The FHSAA SMAC suggests the decision to advance into the next phase should be based on stable or decreasing numbers of positive COVID-19 infections in their respective areas, not just time frames.

A suggested model includes at least a three-phased approach:

**Phase 1:** Conditioning in small, isolated pods. Do not allow pods to interact for the initial phase.

**Phase 2:** Larger groups, strength and conditioning; introduction of heat acclimatization.

**Phase 3:** Full team practice with skill development and continued heat acclimatization.

*The FHSAA SMAC strongly recommends reevaluating your school plan including the local testing results and related data before advancing onto the subsequent stage of the program.*

#### ■ **FACILITY USE PLAN**

The FHSAA SMAC strongly recommends your school's return-to-athletics plan include a facility use plan that identifies specific school facilities available or restricted for use by student-athletes or coaches during the summer work-out schedule. It is anticipated this section of the comprehensive plan also allow for increased access to facilities in a progression similar to the phased activities. This section should detail access or restriction to restroom, locker room, weight room and other parts of your school and athletic field house that may have, in the past, routinely been accessible to your student-athletes and coaches, especially if restrictions are in place early in the plan. Published recommendations highlight facility restrictions early and allow limited access in later phases. Once allowed access to weight rooms, given their enclosed nature and forced exhalation of athletes during lifting, FHSAA SMAC advises face coverings while inside these facilities at all times.

**PLEASE NOTE:** For lightning, schools shall identify a safer structure to be used in the event of a thunderstorm for the safety of students and staff.

#### ■ **SPORTS EQUIPMENT AND HYDRATION**

The FHSAA SMAC endorses the above references regarding a graduated introduction of select sports equipment. No wearable equipment should be shared under any circumstance. Clear expectations shall be included in your school plans regarding the cleaning and disinfection of the gear. Schools should pay particular attention to the published guidelines regarding the use of hydration equipment and prepare students appropriately to bring an identified personal water bottle(s). Due to heightened awareness surrounding the dangers of heat stress and dehydration, coaches shall provide strict oversight to ensure students have access to water at all times and remain compliant with FHSAA policy 41 including environmental monitoring and the availability and use of cooling zones.

#### ■ **EDUCATION**

While the references listed in this document provide detailed and comprehensive strategies for our schools to plan for return to athletics and activities, the FHSAA SMAC strongly recommends our schools and coaches consider this an educational opportunity for student-athletes regarding infection prevention and the importance of compliance with physical distancing and face coverings when practical. The FHSAA SMAC further reinforces this opportunity for coaches to review personal hygiene strategies with their teams. This educational moment can allow coaches to establish expectations and lead by example to reduce the transmission of not only COVID-19, but also other contagions like MRSA and other bacterial or viral conditions that may affect your teams or individual athletes. Remember, our student athletes are students first and foremost.

#### **COACHING STAFF AND SPORTS MEDICINE STAFF EDUCATION**

- Member schools should provide education to staff and student-athletes on the new COVID-19 protocols in place for all school athletic facilities.
- The FHSAA strongly recommends the National Federation of State High School Associations (NFHS) Course for all coaches, paid and volunteer. The course is available free of charge and found at: <https://nfhslearn.com/courses/covid-19-for-coaches-and-administrators>
- Member schools should display educational signage throughout athletic facilities. Signage should include but not be limited to:
  - Hand Washing Fact Sheet/Hygiene Education
  - COVID-19 Signs and Symptoms
  - COVID-19 Prevention

- There are many resources for educational posters available for free download, including:  
<https://www.cdc.gov/coronavirus/2019-ncov/communication/print-resources.html?Sort=Date%3A%3Adesc>

## ▪ SPORTS OFFICIALS

### COMPETITION OFFICIALS/REFEREES

- Officials/referees should be familiar with the CDC list of high-risk individuals in order to understand the inherent risk of participating in close contact with high school student athletes.  
<https://www.cdc.gov/media/releases/2020/p0625-update-expands-covid-19.html#:~:text=CDC%20now%20warns%20that%20among,severe%20illness%20from%20COVID%2D19.>
- Accepted Temperature less than 100.4 F.
- Self-Screening should be performed and reported to the administrator/designee prior to travel to competition venue.
- Upon arrival to event venue, prior to entering school or competition facility, temperature should be assessed. If there is a potential or identified risk from screening, either based on symptoms or temperature level, the individual should wear a face covering and be sent immediately to a designated area for isolation and the school's action plan implemented.
- If game day official(s)/referee(s) report an abnormal screen, a site administrator and the FHSAA Senior Director of Officiating shall be notified.
- Officials/referees may utilize masks/face coverings as long as this will not directly impede the effective completion of their duties and responsibilities. Electronic whistles are recommended by the FHSAA SMAC.
- More guidelines are available in the FHSAA Considerations for Officials document.

## **COVID-19 Symptoms**

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear **2-14 days after exposure to the virus**. It is important to note, it may be possible for someone to be an asymptomatic carrier of COVID-19; whereby, they do not have any symptoms but still may be contagious to others. Common symptoms of COVID-19 include the following:

▪ Recent loss of taste or smell	▪ Fever or chills
▪ Cough	▪ Shortness of breath or difficulty breathing
▪ Fatigue	▪ Muscle or body aches
▪ Headache	▪ Sore throat
▪ Congestion or runny nose	▪ Nausea or vomiting
▪ Diarrhea	▪ Dizziness or unexplained rash

This list does not include all possible symptoms. CDC will continue to update this list as more is learned about COVID-19. A current list of COVID-19 symptoms and a “self-checker” application is available at <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>.

## **COVID-19 Pre-Participation Screening**

The following items are **STRONGLY RECOMMENDED** by the FHSA SMAC and referenced by the CDC <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/youth-sports.html>:

- Each school should develop and implement a daily pre-participation screening for all student- athletes, coaches, athletic trainers and other school personnel, in consultation with local health department authorities.
- Screening tools shall include:
  - Temperature screen (a fever (>100.4 is one possible COVID-19 symptom)
  - Symptoms assessment (see “COVID-19 Symptoms” section and recommended screening form)
  - Assessment of close contact of confirmed or suspected COVID-19 case within past 14 days (see CDC Close contact definition) (<https://www.cdc.gov/coronavirus/2019-ncov/php/contact-tracing/contact-tracing-plan/contact-tracing.html>)
- When testing becomes more widely available and reliable, a routine PCR or antigen testing program might be considered. Please note antibody testing CANNOT rule in or rule out active infection and should not be relied upon for these purposes.
- It is extremely important for coaches to maintain a high level of communication with student-athletes, families and staff regarding exposure or positive test result of any stakeholder and to initiate the appropriate contact tracing upon notification to mitigate any further spread.

# ACTION PLAN FOR POSITIVE SCREENING OR POSITIVE COVID-19 TEST

The following items are **STRONGLY RECOMMENDED**:

## Action Plan – Pre-Screen Identified Patient Risk/Concern

- Includes both the home and visiting team and all members of their travel staff.
- Any individual who fails a screening, based on affirmative symptoms or temperature level, should wear a face covering and be sent immediately to a designated area for isolation and the school action plan should be implemented.
- Anyone who stays with, or cares for, the potentially infected person while in the isolation area should wear a face covering and eye protection (goggles or face shield).
- The potentially infected person should be encouraged to seek further medical evaluation and SARS-CoV-2 testing by contacting their personal health care provider, or pursue urgent/emergency care. If this individual is a student, efforts should be made to contact parent/guardian and the student should be released to their care as per school policy.
- Individuals with COVID-19 symptoms and are able to recover at home should isolate themselves to avoid infecting other people and follow CDC's guidance "Isolate If You Are Sick" (<https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/isolation.html>).
- Prior to returning to any participation including contests, it is strongly recommended that any individual, student athlete, coach, athletic trainer, support staff or official exhibiting signs of COVID-19 be tested immediately and consult with their healthcare provider. Before returning to normal team activities, the individual shall meet CDC's criteria for "When You Can be Around Others After You Had or Likely Had COVID-19" (<https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html>).
- A member of the traveling staff that is away and has a positive screen should be removed from the venue immediately with adult supervision if applicable. It is recommended that they are evaluated by a health care provider to determine disposition and safety of travel. Ideally they would drive by themselves, but if not possible or determined by the medical staff to be unsafe to travel by themselves, they may travel with another member of the staff where both are using face coverings.

## Action Plan – Positive Test

- There are different circumstances that will determine how long individuals will need to isolate themselves to minimize spread after receiving a positive test result. Student-athletes, coaches or other stakeholders should consult with their personal health care provider for treatment and follow their instructions. Currently, the CDC recommends a "time and symptom based strategy" for those with mild or moderate symptoms which recommends isolation for 10 days from the onset of symptoms or positive test. At this time, it is not recommended to be re-tested to remove from isolation. Please refer to updated CDC guidelines as this information is fluid and may change (<https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html>).
- Prior to returning to sport after a positive test, the FHSAA SMAC strongly recommends an evaluation of the athlete by their personal health care provider, the team physician or other appropriate medical examiner. Cardiac evaluation or consultation with a cardiologist may be required. No exercise is recommended for at least 14 days from diagnosis and seven days after all symptoms have resolved. (<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7314071/>) After that period, gradual acclimation back to sports over a 10-to-14 day period once the student-athlete is cleared to participate is required by FHSAA policy 41.
- The FHSAA SMAC strongly recommends that student-athletes, with a prior confirmed COVID-19 diagnosis, should undergo an evaluation by their medical provider. Written medical clearance is recommended prior to participation after meeting CDC's criteria for "When You Can be Around Others After You Had or Likely Had COVID-19" (<https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html>).
- Student-athletes who had mild COVID-19 symptoms that were managed at home should be seen by their medical provider for any persisting symptoms and continue to follow CDC's guidance "Isolate If You Are Sick" (<https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/isolation.html>).

## If You Had Symptoms and Think or Know You Had COVID-19

- You should follow CDC's guidance "Isolate If You Are Sick" (<https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/isolation.html>).

*This document serves to aid FHSAA member schools in preparing for the return to athletics during the COVID-19 pandemic. It allows adaptation and respects individual member schools/districts and the decisions they are facing regarding the COVID-19 pandemic situation and response, the overall safety of students and staff, and the comprehensive guidelines published by trusted national resources.*



- You can be with others after:
  - At least 10 days since symptoms first appeared **AND**
  - At least 24 hours with no fever without fever-reducing medication **AND**
  - Symptoms have improved

## If You Tested Positive for COVID-19 But Had No Symptoms

- You should follow CDC's guidance "Isolate If You Are Sick" (<https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/isolation.html>).
- If you continue to have no symptoms, you can be with others after:
  - 10 days have passed since test
  - If you develop symptoms during this time, the 10 day "clock" for isolation begins on the day you develop symptoms, not the original date of the test.
- Even if the student athlete remained asymptomatic, you should consider seeking clearance from your medical provider prior to return to play.
  - *If you develop symptoms after testing positive, follow the guidance above for "If you had symptoms and think or know you had COVID-19."*

## If You Had Close Contact with an Infected Person

- Close contacts of an infected individual must self-quarantine for 14 days after their last contact with the person and should follow CDC's guidance for staying home if you might have been exposed to COVID-19. A 14 day quarantine is still recommended due to the 2-14 day incubation period where an individual may become symptomatic or shed the virus. (<https://www.cdc.gov/coronavirus/2019-ncov/php/public-health-recommendations.html>).
- A **close contact** is someone who was within 6 feet of an infected person for at least 15 minutes starting from 2 days before illness onset (or, for asymptomatic patients, 2 days prior to specimen collection) until the time the patient is isolated. Some resources state contact time can be cumulative, meaning 3 exposures of 5 minutes each total 15 minutes. (<https://www.cdc.gov/coronavirus/2019-ncov/php/contact-tracing/contact-tracing-plan/appendix.html>)
- Seek medical care if you have COVID-19 symptoms, and consider getting tested.
- Individuals are permitted to return to play after the **14-day** self-quarantine period has ended if they have not had any COVID-19 symptoms. It is strongly recommended, return to participation after prolonged absence, follow appropriate acclimatization as outlined in FHSAA policy 41.
- Close contacts should cooperate with their local health department who will likely remain in touch with them during the self-quarantine period.
- The school of an infected athlete or team staff member should cooperate with the local health department to help identify people potentially exposed to the infected person for contact tracing purposes. Potential exposures include, but are not limited to; teammates, coaches, family members, classmates.

The following items are **STRONGLY RECOMMENDED**:

## Contest-Day Screening Procedures

- Accepted Temperature less than 100.4 F.
- Taking into account the potential for environmental factors causing an elevated temperature, should the temperature be elevated, it is appropriate to isolate the individual and recheck the temperature after 5-to-10 minutes of sitting in a cool environment.
- Symptom check (see “COVID-19 Symptoms” section). To include report of close contact with COVID-19 individual within the past 14 days.

## Athletic Teams and School Personnel

- Prior to boarding the team travel bus(es), van(s), any form of school transportation, each individual student-athlete and staff member should be verbally screened by a staff member (usually a coach) and contactless temperature recorded with appropriate action taken as necessary. Each temperature should be taken prior to departure.
- If there is a potential or identified risk from screening, either based on symptoms or temperature level, the individual should wear a face covering and be sent immediately to a designated area for isolation and the school’s action plan implemented.
- Opposing teams on competition day will be notified of potential risk observed through screening to determine team competition status.
- Each case will be handled individually based on the adopted action plan by that school and preferably in consultation with the team physician or appropriate health care provider.
- The FHSAA will assess as more information becomes available on testing availability, requirements and recommendations through local, state and national government, and the National Federation of State High School Associations (NFHS).
- If there is a confirmed case, confirmed exposure, potential exposure or illness associated to COVID-19 – school administrators shall be notified to determine the best course of action.
- The screening process will continue or be revised as new processes are recommended or when the FHSAA and its member schools return to normal operations.

## Game Day Face coverings/Coverings

- Masks/face coverings should be worn when traveling to and from transportation vehicles and designated team facilities.
- Masks/face coverings should be worn while in transit.
- Masks/face coverings should be worn when entering host facilities, including host team Athletic Training Room or locker room and on the field of play during any pre-warm up walkthrough which does not require increased demand on the student-athletes’ cardiorespiratory system (i.e. pre-game walking of the field in football).
- Masks/face coverings should be worn by student-athletes while on the sidelines/benches and not actively engaged in competition “field of play” whenever possible.
- Face coverings should not be shared.
- Member schools should consider implementing an effective plan to allow student-athletes to wear masks/face coverings while in bench areas but quickly remove mask/face covering to enter “competition” and keeping individualized masks/face coverings separate and isolated in a container or plastic bag when not in use.
- Coaches and game day personnel (Sports Medicine staff, SID’s, media, film crews, ball crews, etc.) should utilize masks/face coverings at all times.
- The following are acceptable reasons not to wear a mask as outlined by the Florida Department of Health:
  - Facial coverings in the setting are prohibited by law or regulation.
  - Facial coverings are in violation of documented industry standards.
  - Facial coverings are not advisable for health reasons.
    - Athletic trainers and team physician should be familiar with any such reason
  - Facial coverings are in violation of documented safety policies.
  - There is a functional (practical) reason to not wear a facial covering.



## Sidelines and Benches

- Each sideline/bench should have enough hand sanitizing stations to satisfy the needs of sideline/bench capacity.
- All staff and sports medicine personnel should be capable of providing personal sanitation requests from student-athletes throughout competition.
- Teams should not share water bottles throughout the course of competition – each member school is responsible for providing a plan for individualized hydration supplies for their student-athletes on competition days. Bench water should be provided by host site, but the traveling team should supply its own coolers and ice unless agreed upon by the host school.
- Only Sports Medicine staff or designated game day managers should be allowed to access and utilize water coolers. Water coolers should be sanitized prior to being provided to visiting teams and are encouraged to be sanitized frequently during use.
- All benches should be wiped down using proper CDC-approved cleaning agents before and after competition. Wipe down bench spaces as frequently as possible throughout competition.
- Towels will not be provided by the host site. If student-athletes prefer the utilization of a towel during competition, they should provide their own towel and should not share their towel with other members of their team.
- Used towels should be placed immediately in an open bin container to avoid cross-contamination. This container should be clearly identified as soiled laundry.
- Sideline personnel should be limited to participating athletes, coaches, medical staff and gameday staff; however, anyone on the sidelines or involved with the contest should adhere to these guidelines.
- When possible, benches and sidelines should provide adequate seating to allot for individualized seating for all student-athletes and members of the coaching staff for each team to allow for appropriate physical distancing (minimum 6 feet apart) when not on the field.
- Member schools should consider their safe and necessary sideline and bench capacity and determine enough home active roster numbers accordingly.

## Athletic Training Room

- Student-athletes should wear a face mask/covering at all times while in athletic training facility.
- Athletic trainers should wear face mask and eye protection at all times when treating athletes.
- Host site athletic training room should not be available for visiting team pregame and postgame treatments.
- If team is not traveling with an Athletic Trainer:
  - Be considerate of additional contact that will be required and provided by host site.
  - Complete all taping/bracing at home if possible.
  - Host site AT should be contacted prior to trip, and a plan should be formulated on space and procedures for completing any taping and abiding by appropriate hand washing/sanitation activities upon entry and exit and any time they have come in contact with something possibly contaminated.
- Limit number of occupants in the athletic training room at any given time to those on the same team and maintain appropriate physical distancing and facial covering. This will be dependent upon size of the athletic training room and determined by appropriate staff. Room capacity should be posted outside the room, monitored and limits enforced. A designated waiting area outside of the athletic training room should be marked with appropriate physical distancing.
- If treatment or rehabilitation of a student-athlete requires use of a taping table or an exam table, the table should be protected and be disinfected after each time it is used, regardless of physical barrier used.
- Treatment/taping tables should be appropriately distanced a minimum of six feet apart whenever possible.
- Consider, weather permitting, taping be performed in an outside environment.
- Clean and disinfect frequently touched surfaces at least daily (more frequently is recommended) and shared objects between each use. Efforts should be made to utilize premade ice bags that can be picked up individualized by the student-athletes that need them to avoid multiple contacts with the ice machine and ice scooper. Bags should be left in an open cooler, if possible, to avoid lid/handle contamination.
- The use of cold or hot tubs should be limited to one individual at a time.
- Cold and hot tubs should be drained, cleansed and disinfected between individual use and at the beginning and end of every day.
- Possible COVID-19 cases may be evaluated in the athletic training room. In such cases, access should be limited to the athletic trainer and the symptomatic person with both wearing face coverings and eye protection. If used for this purpose, the athletic training room should not be used afterward until the space is sanitized with an EPA-approved disinfectant.

## Locker Rooms

- Locker Room should be cleaned and sanitized at least daily.
- If Host site will provide visitors a locker room, the host schools should have a process to identify the visiting team locker has been cleaned and not re-entered after cleaning (Example: taped off).
- Clean and disinfect frequently touched surfaces at least daily (more frequently is recommended) and shared objects between each use.
- Cleaning schedule should be displayed outside of locker room, including dated and time stamped.

## Locker Room Etiquette

- Participants and staff should wear facial coverings in the locker room.
- Discourage changing of clothes and showering at the facility.
- Visiting team(s) may change and shower prior to departure if desired and appropriate local guidelines can be established. Visiting team should communicate their request to use the shower facility in advance as practical with the host school, but this request is not guaranteed per the discretion of the host school.
- Designate total number of occupants allowed in the locker room at any given time and the length of time that they may be present in the locker room. This should be posted at the entrance and inside the locker room.
- Assure safe distances in the locker room at a minimum of six feet between occupants.
- Consider a rotating schedule for players in and out of the locker room (and training areas) to avoid potential congestion.
- Encourage student-athletes to transport their individual equipment including uniforms, towels and shoes in a designated bag so they can take it home and disinfect appropriately daily or more often if needed.
- For away games, designate a bin for transportation of uniforms/washable items.
- All athletic training rooms, locker rooms, weight rooms, meeting rooms and any other gathering places should be cleaned according to the most up-to-date CDC guidelines. Schools and/or host facilities should be vigilant about not only cleaning throughout the day but also conducting a thorough cleaning at the end of the day of all the aforementioned areas.

## Travel Considerations

The following items are **STRONGLY RECOMMENDED**:

- Consider LIMITING travel roster sizes to the FHSAA tournament standards for required roster sizes. This will provide visiting teams with a better opportunity to practice physical distancing and minimize contact and exposure risk in more confined spaces such as travel vehicles, visitor locker room facilities and competition benches/sidelines.
- Include on the travel roster only those student-athletes on the active roster.

## Game Day Event Staff

- Accepted Temperature less than 100.4 F in accordance with the Centers for Disease Control and Prevention (CDC).
- Self-Screening should be performed and reported to host site institutional site administrator prior to travel to competition venue.
- Upon arrival to event venue, prior to entering competition facility, temperature should be assessed and subjective screening questionnaire completed.
- If game day event staff member reports an abnormal screen, either based on symptoms or temperature level, the individual should wear a face covering and be sent immediately to a designated area for isolation and the school's action plan implemented.

## Game Day Venue Restrictions

- Local school administrators, in consultation with local health departments, should determine whether cheerleaders, mascots and dance team should participate in events. It is strongly encouraged to take into consideration the venue's ability to safely allow for and enforce proper physical distancing amongst cheerleaders, mascots and dance teams. Direct physical interaction with and sharing of equipment and "apparel" with fellow cheerleaders, mascots and dance team members, including those from the opposing team(s), and fans should be prohibited.
  - Cheerleaders, mascots and dance teams and all auxiliary personnel should always practice physical distancing when possible and should also wear a facemask/covering as much as possible and when appropriate.
- Local school administrators, in consultation with local health departments, should determine whether marching bands may march at football games where physical distancing can be observed, but consideration should be given to seating arrangements consistent with all previously mentioned recommendations during the contest both indoors and outdoors. Band members and all auxiliary band personnel should always practice physical distancing when possible and should also wear a facemask/covering as much as possible and when appropriate.

*This document serves to aid FHSAA member schools in preparing for the return to athletics during the COVID-19 pandemic. It allows adaptation and respects individual member schools/districts and the decisions they are facing regarding the COVID-19 pandemic situation and response, the overall safety of students and staff, and the comprehensive guidelines published by trusted national resources.*

## Spectators

- FHSAA member schools should follow the guidance of local, state and federal recommendations as it pertains to spectator events and stadium capacity restrictions if and when such information becomes available.
- All spectators should have their temperature assessed prior to entering the competition venue and should be denied entry if higher than 100.4 degrees. Spectators should verbally attest to each of the COVID-19 verbal screening questions. (consider posting signage with questions)
- Spectators should wear a facemask/covering at all times.
- Spectators should be restricted from direct competition areas and from visiting with student-athletes and personnel before, during and after events.
- Spectators should not congregate in walkways, hallways, common traffic areas or gymnasiums.
- Spectators should always practice physical distancing with those outside of their direct family parties.
- Schools are highly encouraged to have appropriate signage promoting these physical distancing guidelines.
- Local school administrators should consider placing an 'X' on stadium and arena seating to represent 360-degree physical distancing requirements.



School: \_\_\_\_\_

School District (if applicable): \_\_\_\_\_

**Coronavirus Information**

Coronaviruses are a large group of viruses that can cause illness in animals and humans. Some coronaviruses commonly circulate in the United States and usually cause upper respiratory symptoms such as cough or runny nose, although some can cause more severe illness. The 2019 novel (new) coronavirus (SARS-CoV-2) causes the illness coronavirus disease 2019 (COVID-19). COVID-19 was originally identified in Wuhan, China, and is now considered a pandemic as it is present throughout the world, including here in Florida. Coronaviruses like COVID-19 are most often spread through the air by coughing or sneezing, close personal contact (including touching and shaking hands), or touching your nose, mouth, or eyes before washing your hands. At this time, the risks of becoming infected from organized sports activities are unknown. There is currently no vaccine to prevent COVID-19. The best way to prevent illness is to avoid exposure to the virus (and avoid exposing other people). According to the CDC, the more people a child or coach interacts with, the closer the physical interaction, the more sharing of equipment there is by multiple players, and the longer that interaction, the higher the risk of COVID-19 spread.

**Signs and Symptoms of COVID-19:**

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear **2-14 days after exposure to the virus**. It is important to note, it may be possible for someone to be a carrier of COVID-19; whereby, they do not have any symptoms but still may be contagious to others. Common symptoms of COVID-19 include the following:

Recent loss of taste or smell	Fever or chills
Cough	Shortness of breath or difficulty breathing
Fatigue	Muscle or body aches
Headache	Sore throat
Congestion or runny nose	Nausea or vomiting
Diarrhea	Dizziness or unexplained rash

This list does not include all possible symptoms. The CDC is a useful reference and will continue to update this list of symptoms as more is learned about COVID-19.

**How to prevent and prepare for COVID-19:****Practice social (physical) distancing:**

If you are around other people, keep at least 6 feet between you when possible. Avoid hugs, handshakes, large gatherings and close quarters. These recommendations can be extremely challenging in an organized athletic environment and should be thoroughly considered when deciding to participate in school sports.

**Why?** The virus is spread mainly from person-to-person. When someone coughs or sneezes, they spray small liquid droplets from their nose or mouth, which may contain the virus. If you are too close, you can breathe in the droplets containing the coronavirus if the person coughing has the disease. Participation in sports programs can cause an increase in forceful respirations that may travel greater than 6 feet and therefore, can increase the risk of spreading COVID-19 to a participant or team.

**Wear a face covering in public:** Cover your mouth and nose with a face covering when around others and out in public, and whenever practical during sports activity.

**Why?** You could spread COVID-19 to others even if you do not feel sick. The cloth face cover is meant to protect other people in case you are infected. Various styles of face coverings are available from cloth to surgical-style masks. The mask should fit comfortably and be worn properly over the nose and mouth..

**Practice strict hand hygiene.**

**Why?** The virus can survive on certain surfaces for several hours. Wash your hands often. You can use regular soap and water as long as you scrub for at least 20 seconds. You can also use hand sanitizer containing at least 60% alcohol.

**Avoid touching eyes, nose and mouth.**

**Why?** Hands touch many surfaces and can pick up viruses. Once contaminated, hands can transfer the virus to your eyes, nose or mouth. Cover your mouth and nose with a tissue or the inside of your elbow when you cough or sneeze.

**Clean and disinfect “high-touch” surfaces.** Clean AND disinfect frequently touched surfaces at least daily. This includes tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, and sinks. If surfaces are dirty, first clean with detergent or soap and water, and then disinfect. Most common EPA-registered household disinfectants, diluted household bleach solutions, and alcohol solutions with at least 60% alcohol will work.

**What do I do if I think I was exposed to an individual with COVID-19?**

**Watch for symptoms:** People with COVID-19 have reported a wide range of symptoms — ranging from mild to severe. Symptoms may appear 2-14 days after exposure to the virus.

- Contact your personal health care provider or use the CDC’s self-checker (CDC.gov) to help make decisions and seek appropriate medical care regarding COVID-19.
- Talk to your healthcare provider about any other symptoms that are severe or concerning to you.
- If you are concerned about your status, get tested for COVID-19 right away. Even if you don’t have symptoms, you may be able to be tested after an exposure..
- Furthermore, follow your school procedures for notification.

**What do I do if I’m sick?:**

Do not go to school or sports practice if you are sick. After speaking with your personal healthcare provider, notify your school and your coaches. **Treatment is typically over the counter medications to help your symptoms.** Currently, there are no specific antiviral treatments recommended for COVID-19.

If you are sick with a fever (100.4°F/38°C or higher) or cough, have trouble breathing, or suspect you have COVID-19, here’s how to help prevent the disease from spreading to people in your home and community:

- **SELF-ISOLATE AT HOME**
- **STAY AWAY FROM OTHERS**
- **GET A COVID-19 PCR TEST**

**Participation in organized sports during the COVID-19 Pandemic:** Participation in organized sports during the COVID-19 Pandemic can lead to an increased risk of exposure for all stakeholders. Schools are creating comprehensive plans to reduce these risks, however, none of these mitigation efforts can guarantee complete safety. Schools will ask all stakeholders for their support and compliance to keep athletic competition as safe as possible. The NFHS and other organizations have created stratifications to help classify sports by risk category. Some sports are classified as high risk because they have a higher rate of potential exposure versus low risk which has a lower exposure rate. To become more aware of what risk category specific sports are classified, visit: [https://www.nfhs.org/media/3812287/2020-nfhs-guidance-for-opening-up-high-school-athletics-and-activities-nfhs-smac-may-15\\_2020-final.pdf](https://www.nfhs.org/media/3812287/2020-nfhs-guidance-for-opening-up-high-school-athletics-and-activities-nfhs-smac-may-15_2020-final.pdf)

## Statement of Student Athlete Responsibility

Attachment #9

Page 14 of 20

Parents and students should be aware of preliminary evidence that suggests student-athletes are at an increased risk of contracting COVID-19 when participating in sports, especially those sports where physical distancing is not always possible. Please review all risks before allowing your child/ward to participate in the school sports program. There are reports of kids who have become sick and have died due to this new contagious disease. There have been reports that long-term health concerns can affect individuals, including kids who have become infected with COVID-19. These long-term health issues may include, but not limited to; injury to the heart muscle, lung damage, blood clotting disorders, or death. A specific illness has impacted children with COVID-19 called Multisystem Inflammatory Syndrome of Children (MIS-C). Further research on this topic is needed before any conclusions can be drawn.

**I accept responsibility for participating in school-based screenings for COVID19 and for reporting all symptoms of illnesses to my parents, team doctor, athletic trainer, or coaches associated with my sport including any signs and symptoms of COVID-19 and also any close contact or exposure to COVID-19 to the best of my ability. I have read and understand the above information on COVID-19. I will inform the supervising coach, athletic trainer or team physician immediately if I experience any of these symptoms or witness a teammate with these symptoms. Furthermore, I have been advised of the dangers of participation for myself and that of my child/ward.**

_____ Name of Student-Athlete (printed)	_____ Signature of Student-Athlete	_____/_____/_____ Date
_____ Name of Parent/Guardian (printed)	_____ Signature of Parent/Guardian	_____/_____/_____ Date
_____ Name of Parent/Guardian (printed)	_____ Signature of Parent/Guardian	_____/_____/_____ Date

## Bowling

- Please do everything possible to ensure all parties (i.e. coaches, athletes, spectators) always adhere to a minimum of six feet of social distancing, both in the circle and outside the competition area.
- Face coverings are encouraged for all spectators. Teams are encouraged to wear face coverings until they receive their lane assignments and then remove once there. Face coverings are permissible during competition (not required) for all coaches, team staff and athletes.
- Arrive to the bowling center already dressed.
- Teams in bowling typically bowl on pairs of lanes. There should always be at least one dark and vacant pair of lanes separating schools on both sides.
- Only the five participating bowlers and the head coach should be in the circle, rather than the entire team and scorekeeper. This will assist with social distancing.
- Social distancing decals may always be used to remind and guide spectators and/or competitors to remain at least six feet apart.
- Isopropyl (rubbing) alcohol will be allowed during competition in accordance with the USBC exception. No other cleaning agents will be allowed once competition begins.
- All coaches and athletes are encouraged to avoid handshakes, high fives, yelling cheers in a coordinated fashion or touching of any sort before, during and after competition.
- When a timeout is called, please continue to social distance at least six feet apart and not use tight huddles.
- Do NOT share uniforms, towels or other apparel and equipment.
- Do NOT share or exchange paper scoresheets.
- Coaches and athletes should not participate if exhibiting any symptoms of COVID-19.

## Cross Country

- Social distancing of at least 6 feet should always be maintained. No hugging, shaking hands, or fist bumps for support/encouragement.
- Cross country meets should consider using staggered, wave or interval starts.
- 8-1-3a: Consider widening the course to at least 6 feet at its narrowest point.
- Finish: Consider using finish corrals and Fully Automatic Timing (FAT) system for larger meets as they are easier to distance at finish.
- If no FAT system is available, consider an alternative means of finish place and time to address congestion at finish line.
- Consider using image-based equipment at finish to assist with picking place to avoid congestion.
- Clean and disinfect frequently touched surfaces and exercise equipment.
- Consider conducting workouts in “pods” of same students always training and rotating together in practice to ensure more limited exposure if someone develops an infection.
- Keep accurate records of those athletes and staff who attend each practice in case contact tracing is needed.
- Consider making each student responsible for their own supplies
- Students should wear their own appropriate workout clothing (do not share clothing), and individual clothing/towels should be washed and cleaned after every workout immediately upon returning home.
- Hand sanitizer should be plentiful at all contests and practices.
- Athletes should tell coaches immediately when they are not feeling well.
- Cloth face coverings are permitted.
- Bring your own water bottle.

## Football

### Pregame Considerations:

- Recommended participants must not exhibit signs or symptoms of COVID-19 within the past 72 hours prior to competition.
- Athletes and staff are recommended to have a game day temperature checks administered by staff and complete a game day COVID-19 symptom questionnaire. Game Day documents must be kept on File in the Athletic Director's Office till completion of season.
- Pregame Locker rooms recommendations:
  - Open 1 hour 45 min. before kickoff for player requiring medical attention (taping)
  - Open 1 hour 30 min for player that do not require taping



- Use of locker rooms before the game should be kept to a minimum. Utilize outdoor areas around the field when possible and always maintain social distancing.
- Hand Sanitizer and wipes should be placed in locker rooms.
- Each Player must have his own water bottle, the bottle can be filled from a central location. Trainer or designee will be responsible for water bottle refills.
- Pregame, during, and after the game, all team personnel shall refrain from sharing towels, water, apparel, or equipment and play call wrist coaches.
- Coin toss:
  - Limit attendees to the referee, umpire and one designated representative from each team.
  - Coin toss should take place in the center of the field with designated individuals maintaining social distancing of 6 feet. **NO MEDIA**
  - No handshakes prior to and following the coin toss.
  - Maintain social distancing of 6 feet while performing all pregame responsibilities with all officiating crew members, game administration staff, line-to-gain crew, clock operators, individuals handling the balls during the game and team personnel.
  - For the overtime procedure, please use the same procedure as used at the start of the contest for the coin toss.
- It is recommended players should have 4 t-shirts – Plastic bags should be provided for the player to put shirts in when changed. One for pre-game, first half, second half, and post-game.

#### **During Game:**

- Assign a coach to remind players to maintain social distance. (Could be your “GET BACK COACH”)
- Team box will be extended from ten-yard line to ten-yard line so social distancing can be maintained on sideline.
- Benches or chairs may be used on the sidelines that maintain the social distance guidelines.
- Only Team members can be in the team box. Everyone that is a team member and not in a uniform must have a team box pass. (Injured player with jersey only will count as uniform)
- Team personnel will be responsible for sanitizing footballs per sideline.
- Warm-ups should be reduced to minimum time needed and done in pods of 9 or less.
- Footballs will be rotated and sanitized as often as possible during the game.
- Timeouts
  - Coaches will meet players at the bottom of numbers on the field, players will socially distance during timeouts.
  - Players will sanitize their hands during timeouts.
- Halftime
  - Halftime will be a period of 12 minutes. Officials will contact teams at the 9-minute mark.
  - Teams must be on the field at the 12-minute mark. A 3-minute warm up period will follow.
  - Avoid the use of the locker room during halftime if possible.

#### **Visiting Team**

- The above protocols will apply to visiting teams with the following additions.
  - When possible, travel dressed and ready to play.
    - Carry Shoulder Pads, Helmets, and cleats.
  - Avoid use of the locker room when possible. Locker rooms should be used for things like:
    - Restroom breaks
    - Hazardous weather
    - When locker rooms are used for games, teams will dress in groups. The number of each group will be determined by the size of the locker room and number of players that can dress and maintain social distance.





### Post-Game Considerations:

- No Handshakes after the game.
- Post-game meeting on field with social distance protocols for instructions.
- Players are to exit the field immediately after post game meeting and prepare to ride home. DO NOT go to the sidelines and talk with family or friends.
- No family and friends allowed on the field.
- Dirty cloth will be placed in a bag for the ride home.
- All clothes will go home with players when they return to school unless school is laundering cloth.
- Locker room will be sanitized following the departure of team members.
- Schools that launder uniforms or pay to have them laundered must place uniforms in closed containers.

## Golf

- Avoid handshakes.
- Do not congregate on tee boxes and greens.
- Expedite play on the green...hole out and move on to the next tee box.
- Do not share or exchange paper scorecards.
- Use player-only digital scorecards.
- Clean and disinfect golf clubs, balls, and other tools routinely.
- Clean and disinfect your digital scoring device routinely.
- USE THE FHSAA GOLF APP FOR ALL PRACTICES AND CONTESTS
- Use the FHSAA Golf App to score all practices (if applicable) and contests.
- FHSAA requires score reporting all season via iWanamaker (AP 4.8.1.1.4(b)).
- All players must have downloaded and registered for the FHSAA Golf App.
- Scoring rounds using the FHSAA Golf App eliminates any need to share or exchange paper scorecards between players.
- Hole-by-hole scoring strongly recommended.
- Each player should use their own device to score to minimize contact.
- Use the marker format for each match on the FHSAA Golf App.

*This document serves to aid FHSAA member schools in preparing for the return to athletics during the COVID-19 pandemic. It allows adaptation and respects individual member schools/districts and the decisions they are facing regarding the COVID-19 pandemic situation and response, the overall safety of students and staff, and the comprehensive guidelines published by trusted national resources.*

- Each player serves as a marker for another player in the group.
- Scores confirmed per usual after each hole.
- Players will attest to scores at the end of each round on their own device reducing contact with their group.
- The marker format substantially reduces the need to congregate in the clubhouse after a round.
- Rules questions/issues should be addressed on the course.
- Extraneous rules issues may be handled with the rules official(s) after the round if necessary.
- Players should carry their own clubs or use their own push carts.
- Players should not share clubs.
- Players should carry their own water or snacks throughout play.
- Players should carry and use their own hand-sanitizer throughout play.
- Coaching and advice should be provided individually by the designated coach.
- Observe a 6-foot distance between the coach and the player.
- Advice may be provided anywhere but on the greens.
- Coaches may NOT caddy.
- Consider course policies regarding spectators.
- Spectators should remain at least 50 ft from any player or group.
- Spectators should NOT interact with players in any way. Players should carry their own water and snacks throughout the round.
- Encourage spectators and family to purchase a spectator's 'season ticket' to view all contests from home, school, or other place of reduced risk on the FHSAA Golf App or via iWanamaker (individual programs receive 20% back on such purchases at the end of the season).

### **STATE SERIES REQUIREMENTS:**

The FHSAA golf app is required for state series competition and the following conditions will be in effect:

- Hole-by-hole scoring required.
- Marker format in effect.
- Players-only scoring.

*Applying the following recommendations will prepare players and coaches during the regular season for state series competition.*

### **Post-Contest or Practice:**

- Sanitize any equipment.
- Hand sanitizer administered to each athlete.
- Maintain social distance.
- No loitering in the clubhouse, locker rooms, greens, or other practice areas. Players should depart venue immediately following the conclusion of the practice, match, or tournament.
- Locker room use will be determined by the golf course management, local health department, and school district protocols.

## **Swimming and Diving**

- Conduct (1-3-2) – Require athletes to arrive at venue already in competitive attire or provide alternative accommodations for swimmers and divers to change that allows for 6 feet of social distancing.
- Lap Counting (2-7-6, 3-4) – Only one person per lane should be permitted at turning end. Provide hand sanitizer and require lap counters to clean hands and wipe down devices.
- Pre-Meet Conference (3-3-6, 4-2-1d) – Decrease number of participants or hold one conference with coaches and one meeting with captains. The referee can use P.A. system or starting system microphone to allow participants to hear but keep them properly separated.
- Referee and Starter (4-2, 4-3) – Various rules require interactions between officials, coaches and athletes. Alternative methods for communications include utilization of the P.A. system, hand signals or written communication.
- Notification of Disqualification (4-2-2d, e) – Notification shall occur from a distance via use of hand signals or the P.A. system.
- Meet Officials (4-8, 4-10, 4-11, 4-12, 4-13) – Officials responsible for information processing are often located together at a desk/table adjacent to the competition course or in an office/remote location. Develop alternative methods for submitting entries (3-2) and movement of non-electronic information. Require a distance 6 feet between individuals seated at the desk/table.

- Timers (4-9) – Timers must assemble at the finish of each race, at the edge of the pool within the 6-8 feet confines of the lane which they are timing. Timers should wear cloth facial coverings.
- Submission of Entries to Referee (5-2) – Alternative forms of entry submission can be designed to reduce face-to-face interaction when submitting a proper entry, where/how/to whom entries are submitted, and a reduction or elimination of certain penalties currently attached to improper entries.
- Relay Takeoff Judges and Relays (8-3) – Require all takeoff judging from the sides of the pool should wear cloth facial coverings.
- Diving Officials (9-6) – Alternative methods for submitting entries (3-2) and movement of non-electronic information will be required. Recommendations include a distance of 6 feet between individuals seated at the desk/table. Create a 6 foot space between judges by spacing groups of judges on opposite sides of boards or on one side of the board on a multi-level platform. Dive judges should wear cloth facial coverings.
- Swimming Warm-up Areas – Establish multiple sessions for warm-up periods to limit number of swimmers per lane. Restrict the number of swimmers in competition area. Limit number of swimmers per lane during warm-up and warm-down periods. May refer to USA Swimming Social Distancing Practice Layout.
- Diving Warm-up Areas – Limit number of divers during warm-up by creating multiple sessions. During competition, divers may not approach the board until their turn to compete. Hot tubs should not be permitted. Dive order sheets should be posted in multiple areas to reduce number of divers viewing at the same time.
- Preparing to swim – Do not share equipment, bring your own water bottle, arrive as close as possible to when activity begins, do not attend practice if you or a member of your household does not feel well.
- When swimming – Follow directions for spacing, do not make physical contact with others (no high fives, shaking hands, fist bumps, etc.), avoid sharing food, drinks or towels, maintain proper social distancing during breaks, wear your suit to and from practice.
- After swimming – Leave the facility as soon as reasonably possible, do not use locker room or shower areas, no congregation after swimming.
- Teams Seating and Lane Placement – Keep the teams on opposite sides of the pool and require the home team to compete in lanes 1-3 and visitors to swim in lanes 4-6.
- Preparing Athletes for Competition – Athlete clerking areas should be eliminated.
- COVID 19 Liaison – Consider designating a coach or parent to stay up to date with local recommendations and any associated changes.
- Ventilated Spaces – Eliminate the use of low ventilated spaces that prevent social distancing. Move dryland outside where possible.
- Visible Markers – Create visible markers on the floor to indicate appropriate spacing in the pool deck, entrances, etc.
- Coaches should use downtime to ensure safety skills are up to date, this includes but is not limited to, the required NFHS courses.
- Social distancing will need to be accounted for in practice planning.
- Limit group size in accordance with CDC and local health department guidelines.
- Do not rush deconditioned athletes back to full practice.
- Focus should be on a healthy environment, continue to practice good hand hygiene, quality experience, progressive training, and safety.
- Be flexible in your planning should another shutdown occur, or your facility is closed due to a rise in the number of cases in your area.

## Volleyball

- *Prematch Conference (1-2-4a; 1-6-2; 1-6-3; 2-1-10; 5-4-1h, k; 5-6-1; 7-1-1; 7-1-1 PENALTIES 1; 9-1a; 12-2-3)*
  - Limit attendees to one coach from each team, first referee and second referee.
  - Move the location of the prematch conference to center court with one coach and one referee positioned on each side of the net. All four individuals maintain a social distance of 3 to 6 feet.
  - Suspend the use of the coin toss to determine serve/receive. The visiting team will serve first in set 1 and alternate first serve for the remaining non-deciding sets.
  - Suspend roster submission at the prematch conference. Rosters are submitted directly to the officials' table before the 10-minute mark.
- *Team Benches (5-4-4b, 9-1-2, 9-1-2 NOTE, 9-3-3b)*
  - Suspend the protocol of teams switching benches between sets. In the event there is a clear and distinct disadvantage, teams may switch sides, observing all social distancing protocols. Officials will determine if a disadvantage is present.
  - Limit bench personnel to observe social distancing of 3 to 6 feet.
- *Deciding Set Procedures [1-2-4b, 5-4-4c, 5-5-3b(26), 9-2-3c]*

- Move the location of the deciding set coin toss to center court with team captains and the second referee maintaining the appropriate social distance of 3 to 6 feet. A coin toss, called by the home team, will decide serve/receive.
- Suspend the protocol of teams switching benches before a deciding set. In the event there is a clear and distinct disadvantage, teams may switch sides, observing all social distancing protocols. Officials will determine if a disadvantage is present.
- *Substitution Procedures (2-1-7, 10-2-1, 10-2-3, 10-2-4)*
  - Maintain social distancing of 3 to 6 feet between the second referee and the player and substitute by encouraging substitutions to occur within the substitution zone closer to the attack line.
- *Officials Table (3-4)*
  - Limit to essential personnel which includes home team scorer, libero tracker and timer with a recommended distance of 3 to 6 feet between individuals. Visiting team personnel (scorer, statisticians, etc.) are not deemed essential personnel and will need to find an alternative location.
- *Rule 4-1 EQUIPMENT AND ACCESSORIES*
  - Cloth face coverings are permissible. (4-1-4)
  - Gloves are permissible. (4-1-1)
- *Rule 4-2 LEGAL UNIFORM*
  - Long sleeves are permissible. (4-2-1)
  - Long pants are permissible. [4-2-1i (1)]
  - Under garments are permissible, but must be unadorned and of a single, solid color similar in color to the predominant color of the uniform top or bottom. [4-2-1h (3), 4-2-1i (2)]
- *Rule 5-3 OFFICIALS UNIFORM AND EQUIPMENT*
  - By state association adoption, long-sleeved, all-white collared polo shirt/sweater are permissible. (5-3-1 NOTES 2)
  - Electronic whistles are permissible. (5-3-2a, b)
  - Cloth face coverings are permissible.
  - Gloves are permissible.

#### **Post-Match or Practice:**

- Sanitize any equipment.
- Hand sanitizer administered to each athlete.
- Maintain social distance.
- No loitering on after practice or races.
- Locker room use will be determined by the local health department and school district protocols.
- Locker room to be sanitized according to the local health board / school district protocols.

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #22**

# Leon County Board of County Commissioners

## Agenda Item #22

September 15, 2020

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

**From:** Chasity H. O'Steen, County Attorney



**Title:** Update on County Lobbyist Registration Procedures and Request to Schedule the First and Only Public Hearing to Consider Adopting an Ordinance Amending Chapter 2, Article XII of the Code of Laws of Leon County Relating to Lobbying Regulations for October 13, 2020

<b>Review and Approval:</b>	Chasity H. O'Steen, County Attorney Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Chasity H. O'Steen, County Attorney

### **Statement of Issue:**

This item provides an update on the County's lobbyist registration procedures and requests to schedule a public hearing to consider adopting proposed amendments to Chapter 2, Article XII of the Leon County Code of Laws concerning the County's lobbying regulations.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

- Option #1: Accept update on the County's Lobbyist Registration procedures.
- Option #2: Schedule the first and only public hearing to consider adopting an Ordinance amending Chapter 2, Article XII of the Leon County Code of Laws relating to lobbying regulations for October 13, 2020 (Attachment #1).

Title: Update on County Lobbyist Registration Procedures and Request to Schedule the First and Only Public Hearing to Consider Adopting an Ordinance Amending Chapter 2, Article XII of the Code of Laws of Leon County Relating to Lobbying Regulations for October 13, 2020

September 15, 2020

Page 2

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## **Report and Discussion**

### **Background:**

This item provides an update on the County's lobbyist registration procedures and requests to schedule a public hearing to consider adopting proposed amendments to Chapter 2, Article XII of the Leon County Code of Laws concerning the County's lobbying regulations.

At the January 28, 2020 meeting, the Board directed the County Attorney's Office to provide a review of the County's lobbying regulations, particularly with regard to the meaning of "lobbyist" and "lobbying," and to provide options to assist in improving transparency with regard to lobbying. Accordingly, an analysis of the County's lobbying regulations was provided for the Board's consideration at the March 10, 2020 meeting.

Following in-depth discussion of the County's lobbying regulations at the March 10, 2020 meeting, the Board directed staff to prepare an agenda item to further explore:

- 1) enforcement models for lobbyist registration;
- 2) removal of the notary requirement on the lobbyist registration application form;
- 3) working with the Clerk of Court to explore an online payment process for lobbyist registration;
- 4) adding a question and answer (Q&A) section to the lobbyist registration webpage;
- 5) simplifying the definition of lobbyist by removing the exemption for factual information requests; and
- 6) providing that lobbyists may speak at County publicly noticed meetings without having to first register as a lobbyist.

As directed by the Board, attached is a proposed Ordinance to amend the County's lobbying regulations (Attachment #1).

### **Analysis:**

The lobbying regulations are part of the Leon County Code of Ethics set forth in Chapter 2, Article XII of the Leon County Code of Laws ("Code"). In the course of exploring the topics as directed by the Board at the March 10, 2020 meeting, staff reviewed the lobbying regulations of other jurisdictions related to the definitions of lobbyist and lobbying and the enforcement and penalties provisions applicable to violations. A chart of these regulations is attached. (Attachment #2).

The Board requested staff explore simplifying the definition of lobbyist. Definitions of terms used in Division 3, Lobbyist Regulations, are in Section 2-651, Division 1. However, exemptions from the definition of lobbying are currently located separately in Section 2-681, Division 3. In the proposed Ordinance, the exemptions would be relocated from Section 2-681, Division 3 to Section

Title: Update on County Lobbyist Registration Procedures and Request to Schedule the First and Only Public Hearing to Consider Adopting an Ordinance Amending Chapter 2, Article XII of the Code of Laws of Leon County Relating to Lobbying Regulations for October 13, 2020

September 15, 2020

Page 3

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2-651, Division 1 under the lobbyist definition, so that is easier for a reader to determine when someone who would otherwise qualify as a lobbyist is exempt from the lobbyist regulations.

The proposed Ordinance also includes a modification to the lobbyist exemptions. As discussed at the March 10, 2020 meeting, the existing factual information request exemption, currently found in Section 2-681(6), Division 3 has been removed from the proposed Ordinance. Though considered, the proposed Ordinance does not include a new exemption providing that individuals who otherwise qualify as lobbyists may speak at County publicly noticed meetings without having to first register. Lobbyists are required to file quarterly compensation reports with the Clerk to the Board. The intent of this requirement is to provide transparency about the compensation lobbyists are paid for their lobbying efforts. Adding such an exemption would mean that lobbyists who only speak at County publicly noticed meetings would not be required to file quarterly compensation reports.

The investigation, prosecution, and penalties provisions applicable to Division 3, Chapter 2, Article XII of the Code are currently found in sections 2-653 and 2-654, Division 1. As discussed at the March 10, 2020 meeting, the current enforcement provision requires the issuance of a citation by the Sheriff's Office and the involvement of the Clerk of Court and the State Attorney. As reflected in Attachment #2, various jurisdictions utilize different processes and penalty structures. As stated in the proposed Ordinance, section 2-686 would be created to provide a process for the filing of complaints, an investigative process, and the issuance of written findings. Section 2-687 would be created to provide a framework for the imposition of penalties as a result of violations of Division 3, and section 2-688 would be created to provide a mechanism for the appeal of any assessment of a penalty for violation of Division 3.

Staff is also recommending modifications of other provisions of Division 3, Chapter 2, Article XII of the Code to expressly state the intent, purpose, and applicability of the lobbyist regulations, as stated in sections 2-680 and 2-681 of the proposed Ordinance, and for clarity and consistency, such as the changes proposed in section 2-682 of the proposed Ordinance.

The lobbyist registration forms and reports are posted on the [Clerk's web site](#). The County Attorney's Office has discussed online lobbyist registration and payment with Clerk Gwen Marshall, who advises that her office is in favor of moving to electronic submission of lobbyist forms and online payment. Clerk Marshall has been working with her team to modify the web page to provide for electronic submission of forms and online acceptance of payment. Accordingly, a provision is proposed for inclusion in Section 2-685 of the proposed Ordinance to authorize the submission of forms and payments required pursuant to Division 3 using online means as approved and maintained by the Clerk of Court, to the extent technologically feasible and cost-effective.

Moreover, in coordination with the Clerk to the Board, staff has reviewed and updated the lobbyist forms to remove the notary requirement, updated the formatting and Code references, and ensured that the forms require the disclosure of information required by the Code (Attachments #3-5). Staff



Title: Update on County Lobbyist Registration Procedures and Request to Schedule the First and Only Public Hearing to Consider Adopting an Ordinance Amending Chapter 2, Article XII of the Code of Laws of Leon County Relating to Lobbying Regulations for October 13, 2020

September 15, 2020

Page 4

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will also work with the Clerk to the Board to develop a Q&A document to be uploaded to the lobbyist web page.

**Options:**

1. Accept update on the County's Lobbyist Registration procedures.
2. Schedule the first and only public hearing to consider adopting an Ordinance amending Chapter 2, Article XII of the Leon County Code of Laws relating to lobbying regulations for October 13, 2020 (Attachment #1).
3. Do not schedule the first and only public hearing to consider adopting an Ordinance amending Chapter 2, Article XII of the Leon County Code of Laws relating to lobbying regulations for October 13, 2020.
4. Board direction.

**Recommendation:**

Options #1 and #2

**Attachments:**

1. Proposed Ordinance
2. Charts of Local Lobbying Regulations
3. Proposed Lobbyist Registration Form
4. Proposed Lobbying Quarterly Compensation Report
5. Proposed Lobbyist Withdrawal Form

LEON COUNTY ORDINANCE NO. 2020- \_\_\_\_\_

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. 19-07 to provide for a Code of Ethics; and

WHEREAS, on December 10, 2019, the Board adopted Ordinance No. 19-11, which amended the 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.

1 **Sec. 2-651. Definitions.**

2  
3 The following words, terms and phrases, when used in this article, shall have the meanings  
4 ascribed to them in this section, except where the context clearly indicates a different meaning:  
5

6 *Advisory body* means any board, committee, commission, council, or authority, however  
7 selected, whose total budget, appropriations, or authorized expenditures constitute less than \$100,000  
8 annually and whose powers, jurisdiction, and authority are solely advisory to the Leon County Board  
9 of County Commissioners and do not include the final determination or adjudication of any personal  
10 or property rights, duties, or obligations, other than those relating to its internal operations.  
11

12 *Agency* means any state, regional, county, local, or municipal government entity of this state,  
13 whether executive, judicial, or legislative; any department, division, bureau, commission, authority, or  
14 political subdivision of this state therein; or any public school, community college, or state university;  
15 or any special district as defined in F.S. § 189.012.  
16

17 *Business associate* means any person or entity engaged in or carrying on a business enterprise  
18 with a County Commissioner, member of an advisory body, or county employee as a partner, joint  
19 venturer, corporate shareholder where the shares of such corporation are not listed on any national or  
20 regional stock exchange, or co-owner of property.  
21

22 *Business entity* means any corporation, partnership, limited partnership, proprietorship, firm,  
23 enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not,  
24 doing business in this state.  
25

26 *Communicate* or *communication* shall include one-on-one meetings, discussions, telephone  
27 calls, e-mails, text messages, and the use of other persons or electronic communications to convey  
28 information or receive information.  
29

30 *Conflict of interest* means a situation in which regard for a private interest tends to lead to  
31 disregard of a public duty or interest.  
32

33 *County Commissioner* means any member of the Leon County Board of County  
34 Commissioners.  
35

36 *County employee* means any person employed by the Leon County Board of County  
37 Commissioners.  
38

39 *County real estate transaction* means any existing or proposed real estate transaction in which  
40 the County is involved as either a buyer, seller, lessee, lessor, or is otherwise involved as a party.  
41

42 *Gift* means that which is accepted by a donee or by another on the donee's behalf, or that which  
43 is paid or given to another for or on behalf of a donee, directly, indirectly, or in trust for the donee's  
44 benefit or by any other means, for which equal or greater consideration is not given within 90 days.  
45 The term "consideration" does not include a promise to pay or otherwise provide something of value  
46 unless the promise is in writing and enforceable through the courts. "Gift" would include the following:

- (a) Real property.
- (b) The use of real property.
- (c) Tangible or intangible personal property.
- (d) The use of tangible or intangible personal property.
- (e) A preferential rate or terms on a debt, loan, goods, or services, which rate is below the customary rate and is not either a government rate available to all other similarly situated government employees or officials or a rate which is available to similarly situated members of the public by virtue of occupation, affiliation, age, religion, sex, or national origin.
- (f) Forgiveness of an indebtedness.
- (g) Transportation, other than that provided in relation to officially approved governmental business, lodging, or parking.
- (h) Food or beverage.
- (i) Membership dues.
- (j) Entrance fees, admission fees, or tickets to events, performances, or facilities.
- (k) Plants, flowers, or floral arrangements.
- (l) Services provided by persons pursuant to a professional license or certificate.
- (m) Other personal services for which a fee is normally charged by the person providing the services.
- (n) Any other similar service or thing having an attributable value not already provided for in this section.

“Gift” does not include:

- (a) Salary, benefits, services, fees, commissions, gifts, or expenses associated primarily with the donee’s employment, business, or service as an officer or director of a corporation or organization.
- (b) Contributions or expenditures reported pursuant to F.S. ch. 106, campaign-related personal services provided without compensation by individuals volunteering their 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 a 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.

The following persons are not lobbyists as defined in this article and shall not be required to register as lobbyists or file compensation reports:

- (1) Leon County employees discussing government business;
- (2) Law enforcement personnel conducting an investigation;

1       (3) A person who communicates with a County Commissioner, member of an advisory  
2 body, or county employee in an individual capacity for the purpose of self-representation, or on behalf  
3 of a family member, or who volunteers, without compensation or reimbursement;

4  
5       (4) Consultants under contract with Leon County who communicate with County  
6 Commissioners or county employees regarding issues related to the scope of services in their contract;

7  
8       (5) Any government officials or employees who are acting in their official capacity or in  
9 the normal course of their duties, unless they are submitting a bid or proposal in a competitive  
10 procurement, or are government employees principally employed for, or whose substantial duties  
11 pertain to, governmental affairs lobbying; or

12  
13       (6) Persons or representatives of organizations contacted by a County Commissioner,  
14 member of an advisory body, or county employee, when the contact is initiated by that County  
15 Commissioner, member of an advisory body, or county employee in his or her official capacity and in  
16 the normal course of his or her duties, to obtain or communicate factual or technical information.

17  
18       *Lobbying firm* means a business entity, including an individual contract lobbyist, that receives  
19 or becomes entitled to receive any compensation for lobbying, where any partner, owner, officer, or  
20 employee of the business entity is a lobbyist.

21  
22       *Outside or concurrent employment* means engaging in employment with any person or entity,  
23 other than the County, in exchange for remuneration.

24  
25       *Material interest* means direct or indirect ownership of more than five percent (5%) of the total  
26 assets or capital stock of any business entity.

27  
28       *Principal* means a person, firm, corporation, or other legal entity.

29  
30       *Property Manager* means the individual or entity retained by the Board of County  
31 Commissioners to lease and manage any County-owned property.

32  
33       *Purchasing agent* means a County Commissioner, member of an advisory body, or county  
34 employee having the authority to commit the expenditure of public funds through a contract for, or the  
35 purchase of, any goods, services, or interest in real property for the County, as opposed to the authority  
36 to request or requisition a contract or purchase by another person.

37  
38       *Relative*, unless otherwise specified in this article, means an individual who is related to a  
39 County Commissioner, member of an advisory body, or county employee as: father; mother; son;  
40 daughter; brother; sister; uncle; aunt; first cousin; nephew; niece; husband; wife; registered domestic  
41 partner; same-sex spouse; father, mother, brother, sister, or children of the registered domestic partner  
42 or same-sex spouse; father-in-law; mother-in-law; son-in-law; daughter-in-law; brother-in-law; sister-  
43 in-law; stepfather; stepmother; stepson; stepdaughter; stepbrother; stepsister; half brother; half sister;  
44 sister; grandparent; great grandparent; grandchild; great grandchild; step grandparent; step great  
45 grandparent; step grandchild; step great grandchild; person who is engaged to be married to the officer  
46 or employee or who otherwise holds himself or herself out as or is generally known as the person whom

the officer or employee intends to marry or with whom the officer or employee intends to form a household; or any other natural person having the same legal residence as the officer or employee.

Reporting period means each calendar quarter during any portion of which a lobbyist or lobbyist firm was registered under division 3 of this article to represent a principal.

Represent or representation means actual physical attendance on behalf of a client in a County meeting or proceeding, the writing of letters or filing of documents on behalf of a client, or other written or oral personal communications made with a County Commissioner, member of an advisory body, or county employee on behalf of a client.

#### **Sec. 2-652. Advisory opinions.**

(a) When in doubt as to the applicability and interpretation of the Leon County Code of Ethics, the County Administrator or any County Commissioner may request an advisory opinion from the County Attorney's Office. Requests for advisory opinions shall be in writing and shall state all material facts necessary for the County Attorney to understand the circumstances and render the advisory opinion.

(b) The County Attorney's Office shall keep a file, open to the public, of all advisory opinions issued.

#### **Sec. 2-653. Investigation; prosecution.**

(a) With the exception of the complaint procedures set forth in section 2-666 on workplace harassment, a complaint concerning an alleged violation of division 2 of this article pertaining to standards of conduct shall be in writing and filed with the County Attorney. The investigation or prosecution of any alleged violation of division 2 of this article shall be as provided by law.

(b) The investigation and enforcement procedures for any alleged violation of division 3 of this article pertaining to lobbyist regulations shall be those set forth in division 3 of this article.

#### **Sec. 2-654. Penalties.**

(a) The penalty for a violation of division 2 of this article pertaining to standards of conduct shall be those specified in F.S. § 125.69(1), as may be amended from time to time, and shall be deemed supplemental to the penalties set forth in section 1-9 of the Leon County Code of Laws.

(b) The penalty for a violation of division 3 of this article pertaining to lobbyist regulations shall be those set forth in division 3 of this article. The failure of a lobbying firm to file the required quarterly compensation report as required by division III of this article shall result in the imposition of a penalty equal to twice the annual lobbyist registration fee. Repeat violations shall be subject to the penalties set forth in section 1-9 of the Leon County Code of Laws.

#### **Sec. 2-655. Conflicts.**

(a) This article shall supplement and not contradict or supersede any statutory or administrative standards of conduct which apply to any County Commissioner, member of an advisory body, or county employee.

(b) This article shall not conflict with the power of the Governor to suspend a County Commissioner, or of the Senate to remove a County Commissioner from office, or the power of the people to recall a County Commissioner from office.

## **DIVISION 2. STANDARDS OF CONDUCT**

### **Sec. 2-660. Solicitation or acceptance of things of value.**

(a) *Gifts.* No County Commissioner, member of an advisory body, or county employee shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the County Commissioner, member of an advisory body, or county employee would be influenced thereby.

(b) *Lobbyist.* No County Commissioner, member of an advisory body or county employee shall solicit or accept as compensation, payment, favor, service, or thing of value from a lobbyist or principal of the lobbyist, when such County Commissioner, member of an advisory body, or county employee knows, or should know, that it was given to influence a vote or recommendation favorable to the lobbyist or principal of the lobbyist.

(c) *Unauthorized compensation.* No County Commissioner, member of an advisory body, or county employee, or his or her spouse or minor child, shall, at any time, solicit or accept any compensation, payment, or thing of value when such County Commissioner, member of an advisory body, or county employee knows, or should know, that it was given to influence a vote or other action in which the County Commissioner, member of an advisory body, or county employee was expected to participate in his or her official capacity.

### **Sec. 2-661. Misuse of public position.**

No County Commissioner, member of an advisory body, or county employee shall knowingly and intentionally use or attempt to use his or her public position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others. This section shall not be construed to conflict with F.S. § 104.31.

### **Sec. 2-662. Disclosure or use of certain information.**

No County Commissioner, member of an advisory body, or county employee shall disclose or use information not available to the general public and gained by reason of his or her public position for his or her personal gain or benefit, or for the personal gain or benefit of any other person or business entity.



**Sec. 2-663. Nepotism.**

(a) "Relative," for purposes of this section only, with respect to a County Commissioner or a county employee, means an individual who is related to the County Commissioner or county employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

(b) A relative of any County Commissioner shall not be eligible for employment in or advancement to any position which reports directly to the County Commissioner.

(c) A relative of any county employee with supervisory responsibility shall not be eligible for employment in or advancement to any position which reports directly to the supervisory employee.

(d) A county employee shall not be eligible for advancement to any position with direct supervisory responsibility over a position in which a relative is employed.

**Sec. 2-664. Outside or concurrent employment.**

(a) A county employee shall not engage in outside or concurrent employment which is, or may be determined to be, inconsistent, incompatible, or in conflict with the duties, functions, or responsibilities of his or her county employment.

(b) A county employee who desires to accept outside or concurrent employment in addition to county employment shall follow the procedures set forth in the Leon County Board of County Commissioners Human Resources Policies and Procedures Manual, as may be amended from time to time.

(c) A County Commissioner may engage in outside or concurrent employment where not otherwise inconsistent with the provisions of F.S. ch. 112, pt. III.

**Sec. 2-665. Solicitation; fundraising.**

(a) A county employee shall not solicit, or be solicited for, political campaign contributions during county working hours or in county work areas.

(b) A county employee may solicit, or be solicited for, contributions for a non-profit charitable organization, as defined under the Internal Revenue Code, during county working hours or in county work areas upon approval of the County Administrator or designee, or the County Attorney or designee, as appropriate.

(c) A County Commissioner shall not utilize county employees or county resources in the solicitation of charitable contributions or political campaign contributions.

**Sec. 2-666. Workplace harassment.**

1 (a) *Purpose.* The purpose of this section is to provide a work environment free of workplace  
2 harassment, and which encourages mutual respect, cooperation and understanding amongst County  
3 Commissioners, members of an advisory body, and county employees.

4  
5 (b) *Application.* This section applies to County Commissioners, members of an advisory  
6 body, and county employees.

7  
8 (c) *Definition.*

9  
10 (1) For purposes of this policy, harassment consists of unsolicited, offensive, or  
11 retaliatory behavior based on race, sex, color, national origin, religion, age,  
12 disability, ancestry, marital status, pregnancy, familial status, gender, gender  
13 identity or expression, or sexual orientation, genetic information, or an  
14 employee's exercise of their constitutional or statutory rights. Sexual  
15 harassment consists of unsolicited, offensive behavior involving sexual  
16 overtures or conduct, either verbal or physical. Neither harassment nor sexual  
17 harassment refers to occasional comments of a socially acceptable nature to a  
18 reasonable person. Harassment refers to behavior that is not welcome, that is  
19 personally offensive, that lowers morale, and that, therefore, interferes with the  
20 work environment.

21  
22 (2) Offensive comments about an employee's race, sex, color, national origin,  
23 religion, age, disability, ancestry, marital status, pregnancy, familial status,  
24 gender, gender identity or expression, sexual orientation, or genetic information,  
25 or an employee's exercise of his or her constitutional or statutory rights  
26 constitute harassment when:

- 27  
28 a. submission to such conduct is made either explicitly or implicitly  
29 a term of an individual's employment;  
30  
31 b. submission to or rejection of such conduct by an individual is  
32 used as a basis for employment decisions affecting such  
33 individual; or  
34  
35 c. such conduct has the purpose or effect of unreasonably  
36 interfering with an individual's work performance or creating an  
37 intimidating, hostile or offensive working environment.

38  
39 (3) Harassment may also take the form of adverse employment actions such as  
40 termination, demotion, or other adverse employment decisions which effect an  
41 employee's working conditions, if such actions are taken on the basis of an  
42 employee's race, sex, color, national origin, religion, age, disability, ancestry,  
43 marital status, pregnancy, familial status, gender, gender identity or expression,  
44 sexual orientation, genetic information, or an employee's exercise of his or her  
45 constitutional or statutory rights. Employment actions that are based on an  
46 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 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.**

From the effective date of this article until December 31, 2022, no County Commissioner shall lobby the County for a period of two years after vacating the office of County Commissioner. Effective December 31, 2022, no County Commissioner shall lobby the County for a period of six years after vacating the office of County Commissioner.

**Sec. 2-668. County employee holding elective office.**

A county employee who successfully runs for and is elected to an elective public/political office, or who is appointed to an elective public/political office, shall resign his or her employment with Leon County prior to taking such elective office.

**Sec. 2-669. Non-interference in performance of duties.**

(a) Except for the purpose of inquiry and information, no County Commissioner shall interfere with the performance of the duties of any county employee who is under the direct or indirect supervision of the County Administrator or County Attorney by giving said employee instructions or directives. Such action shall constitute malfeasance within the meaning of Article IV, Section 7(a) of the Florida Constitution.

(b) Nothing contained in this section shall prevent a County Commissioner from discussing any county policy or program with a citizen or referring a citizen complaint or request for information to the County Administrator or County Attorney.

**Sec. 2-670. Non-interference in county real estate transactions.**

The following provisions are intended to assure the integrity of the competitive bidding process is preserved, agreements are negotiated at arms-length and consistently enforced, and that no County

Commissioner utilizes his or her public position or any property within his or her trust, to secure a special privilege, benefit, or exemption for himself, herself, or others.

(a) No County Commissioner shall knowingly communicate with any individual or entity, or their employees, officers, or agents, involved as a party in any county real estate transaction, unless the communication is:

- (1) Part of the transactional process expressly described in a request for bids or other such solicitation invitation;
- (2) Part of a noticed meeting of the Board of County Commissioners; or
- (3) Incidental and does not include any substantive issues involving a county real estate transaction in which such individual or entity is a party.

(b) A County Commissioner who receives a communication in violation of this section shall place in the record at the next regular meeting of the Board of County Commissioners, the following:

- (1) Any and all such written communications;
- (2) Memoranda stating the substance of any and all such oral communications; and
- (3) Any and all written responses to such communications, and memoranda stating the substance of any and all oral responses thereto.

(c) 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 respect to any county real estate transaction.

(d) In accordance with the Real Estate Policy (Board of County Commissioners Policy No. 16-5, as may be amended from time to time) and Leon County Administrative Code (Ch. 2, Article X, Leon County Code, as may be amended from time to time), the County Administrator or designee shall be responsible for the management of any county-owned property, including the enforcement and termination of lease and license agreements. Except for the purpose of inquiry, County Commissioners shall not communicate directly or indirectly, give directions, or otherwise interfere with these property management responsibilities.

(e) Any communication outside a noticed meeting of the Board of County Commissioners between a County Commissioner, or his or her aide, and the County Administrator, the County Attorney, the property manager, and/or any county employee, which communication involves a substantive issue in a county real estate transaction, shall be summarized in writing (communication summary) no later than three working days after the communication, as follows:

- (1) The template provided on the county intranet is the preferred format for the communication summary. Other forms of effective written communication, such as e-mail, are acceptable.

(2) The communication summary shall include, at a minimum, the name of the persons involved in the communication, the date of the communication, the subject matter of the communication, and the way in which the communication was ended. The communication summary may also include the remarks of the persons involved.

(3) The completed communication summary shall be provided to the chairperson of the Board of County Commissioners, unless the communication involved the chairperson in which case it shall be provided to the vice-chairperson. A copy of the communication summary shall also be provided to the County Administrator and County Attorney.

**Sec. 2-671. Prohibited communication in competitive solicitations.**

(a) *Prohibition.* Any form of communication, except for written correspondence, shall be prohibited concerning a request for proposal, request for qualification, request for bids, 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 county employee authorized to act on behalf of the Board of County Commissioners to award a 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.

(b) *Exemptions.*

(1) 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 of County Commissioners, and protest hearings.

(2) The provisions of this section shall not apply to contract negotiations between any county employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any county employee, or any written correspondence with any County Commissioner, county employee, member of an advisory body, or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

1 (c) *Effective date of prohibition.* The provisions of this section shall be in effect as of the  
2 date of the deadline to submit the proposal, bid, or other response to a competitive solicitation.

3  
4 (d) *Termination of prohibition.* The provisions of this section shall terminate at the time  
5 the Board of County Commissioners, or county employee authorized to act on behalf of the Board,  
6 awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the  
7 competitive solicitation process.

8  
9 **Sec. 2-672. Voting conflicts.**

10  
11 (a) *Relative.* “Relative,” for purposes of this section only, with respect to a County  
12 Commissioner or a member of an advisory body, means an individual who is related to the County  
13 Commissioner or member of an advisory body as father, mother, son, daughter, husband, wife, brother,  
14 sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

15  
16 (b) *County Commissioners.* No County Commissioner shall vote in an official capacity  
17 upon any measure which would inure to his or her special private gain or loss; which he or she knows  
18 would inure to the special private gain or loss of any principal by whom he or she is retained or  
19 employed, or to the parent organization or subsidiary of a corporate principal by which he or she is  
20 retained or employed, other than an agency as defined in F.S. § 112.312(2); or which he or she knows  
21 would inure to the special private gain or loss of a relative or business associate of the County  
22 Commissioner.

23  
24 Such County Commissioner shall, prior to the vote being taken, publicly state to the assembly  
25 the nature of the interest in the matter from which he or she is abstaining from voting and, within 15  
26 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum  
27 filed with the person responsible for recording the minutes of the meeting, who shall incorporate the  
28 memorandum in the minutes.

29  
30 (c) *Members of advisory body.* No member of an advisory body shall vote in an official  
31 capacity upon any measure which would inure to the member’s special private gain or loss; which the  
32 member knows would inure to the special private gain or loss of any principal by whom he or she is  
33 retained or employed, or to the parent organization or subsidiary of a corporate principal by which he  
34 or she is retained or employed; or which he or she knows would inure to the special private gain or loss  
35 of a relative or business associate of the member of an advisory body.

36  
37 Such member of an advisory body shall, prior to the vote being taken, publicly state to the  
38 assembly the nature of the interest in the matter from which he or she is abstaining from voting and,  
39 within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a  
40 memorandum filed with the person responsible for recording the minutes of the meeting, who shall  
41 incorporate the memorandum in the minutes.

42  
43 (d) *Appointment or reappointment.* Whenever a County Commissioner or member of an  
44 advisory body, or former County Commissioner or advisory body member, is being considered for  
45 appointment or reappointment to an advisory body, the appointing body shall take into consideration

the number and nature of the conflicts of interest previously filed under this section by said County Commissioner or member of an advisory body.

**Sec. 2-673. Doing business with the County.**

(a) *Prohibition.*

- (1) No county employee acting in his or her official capacity as a purchasing agent, or County Commissioner or member of an advisory body acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the county from any business entity of which the County Commissioner, member of an advisory body, or county employee has a material interest.
- (2) No county employee acting in his or her official capacity as a purchasing agent, or County Commissioner or member of an advisory body acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the county from any business entity of which the spouse or child of the County Commissioner, member of an advisory body, or county employee is an officer, partner, director, or proprietor and has a material interest.
- (3) No County Commissioner, member of an advisory body, or county employee, acting in a private capacity, shall rent, lease, or sell any realty, goods, or services to the county.

(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:
  - a. Qualification for the elective office of County Commissioner.
  - b. Appointment to an advisory body.
  - c. 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 section 2-673, "Doing business with the county," or section 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.
- (2) The business is awarded under a system of sealed, competitive bidding to the lowest or best bidder, and:
  - a. The County Commissioner, member of an advisory body, or county employee, or spouse or child of the County Commissioner, member of an advisory body, or county employee, has in no way participated in the determination of the bid specifications or the determination of the lowest or best bidder.
  - b. The County Commissioner, member of an advisory body, or county employee, or spouse or child of the County Commissioner, member of an advisory body, or county employee, has in no way used or attempted to influence or persuade the county or any personnel thereof to enter such a contract other than by the mere submission of the bid.
  - c. The County Commissioner or member of an advisory body, prior to or at the time of the submission of the bid, has filed a disclosure statement with the county.

- (3) The purchase or sale is for legal advertising in a newspaper, for any utilities service, or for passage on a common carrier.
- (4) An emergency purchase or contract, which would otherwise violate code of ethics section 2-673 or section 2-674, must be made in order to protect the health, safety, or welfare of the citizens of the state or any political subdivision thereof.
- (5) The business entity involved is the only source of supply within the county and there is full disclosure by the County Commissioner or member of an advisory body of his or her interest in the business entity to the Board of County Commissioners prior to the purchase, rental, sale, leasing, or other business being transacted.
- (6) The total amount of the transactions in the aggregate between the business entity and the county does not exceed \$250 per calendar year.
- (7) The County Commissioner, member of an advisory body, or county employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with the county.
- (8) The County Commissioner, member of an advisory body, or county employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of the county and:
  - a. The price and terms of the transaction are available to similarly situated members of the general public; and
  - b. 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 section 2-673, "Doing business with the county," or section 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. Intent and purpose.**

(a) The Board of County Commissioners hereby determines and declares that the operation of responsible government requires that the fullest opportunity be afforded to the people to petition their county government for the redress of grievances and to express freely their opinions on legislation, actions, and issues.

(b) The Board of County Commissioners further declares that the purpose of this division is to preserve and maintain the integrity and transparency of the governmental decision-making process, by providing disclosure of the identity and activities of lobbyists seeking to encourage or influence the passage, defeat, modification, or repeal of any item which may be presented for a 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.

#### **Sec. 2-681. Applicability.**

This division only applies to persons who are "lobbyists" who engage in "lobbying" as defined by section 2-651 of this article.

#### **Sec. 2-682. Registration of lobbyists.**

(a) ~~All lobbyists, as defined in section 2-651 of this article, are required to be shall registered 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 a lobbyist registration forms approved and maintained prepared by the clerk of the Board of County Commissioners. The lobbyist registration form shall be signed by the lobbyist and shall state under oath include the his or her name, business address, telephone number, and email address of the lobbyist, 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 Commissioners, 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 registration fees shall be for each of the persons who engages in lobbying as defined ~~in~~ by section 2-651 of this article.

(c) Each lobbyist shall, at the time of initial registration, and for each subsequent annual registration, pay a non-refundable registration fee of \$25.00.

(d) The term of lobbyist registration for a lobbyist shall be from January 1 through December 31 of the calendar year, or from the date of initial lobbyist registration to December 31 of that calendar year.

(e) If a lobbyist has previously filed a lobbyist registration form for a calendar year and is retained by a new principal to lobby during the calendar year, such lobbyist shall amend the previously filed lobbyist registration form and pay a non-refundable registration fee of \$25.00.

(f) If a lobbyist has previously filed a lobbyist registration form for a calendar year and withdraws from lobbying for a principal while still lobbying on behalf of other principals, such lobbyist shall amend the previously filed lobbyist registration form within 10 business days of such change. There is no fee to submit an amended lobbyist registration form to provide notice that the lobbyist has withdrawn from lobbying for a principal.

(g) If a lobbyist has previously filed a lobbyist registration form for a calendar year and ceases all lobbying activities on behalf of all principals, such lobbyist shall file a lobbyist withdrawal form approved and maintained by the clerk of the Board of County Commissioners within 10 business days of such change.

(h) All registration fees shall be paid to the clerk of the Board of County Commissioners.

(ie) Failure to register prior to engaging in lobbying, failure to amend a lobbyist registration form (as applicable), failure to file a required quarterly compensation report, or providing false information in the lobbyist registration form, shall constitute a violation of this division ~~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 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 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. 2-6832. 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. 2-6843. Quarterly compensation report.**

Each lobbying firm shall file a compensation report, signed by an authorized representative of the lobbying firm, 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<sup>2</sup>).~~

~~(a)~~ 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 quarterly compensation report shall include the:

~~(1)a.~~ Full name, business address, and telephone number of the lobbying firm;

~~(2)b.~~ Name of each of the firm's lobbyists; and

~~(3)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.

~~(b2)~~ For each principal represented by one or more of the firm's lobbyists, the quarterly compensation report shall also include the:

(1)~~a~~. Full name, business address, and telephone number of the principal; and

(2)~~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 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.

(c3) 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 approved and maintained~~provided~~ by the clerk of the Board of County Commissioners,~~and the q~~Quarterly reporting shall commence on January 1 of each year.

(d) In the event a lobbyist withdraws from lobbying for a principal during a calendar year, the lobbyist shall file a quarterly compensation report for that principal only for the portion of the calendar year during which the lobbyist was engaged in lobbying for that principal.

**Sec. 2-6854. Maintaining registrations and compensation reports; method of filing and payment.**

(a) 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 and copying.

(b) To the extent the technology is feasible and cost-effective, lobbyists are authorized to submit the forms and payments required pursuant to this division using online means as approved and maintained by the Clerk of the Circuit Court and Comptroller.

**Sec. 2-686. Enforcement.**

(a) The County Attorney shall be informed in writing of any allegation that a person:

(1) is engaging in lobbying activities without complying with the lobbyist registration provisions of this division;

(2) has failed to amend a previously filed lobbyist registration form as required by section 2-682;

(3) has failed to file a lobbying compensation report as required by section 2-683; or

(4) has provided false information in a filed lobbyist registration form.

(b) The County Attorney or designee shall conduct an investigation of the alleged non-compliance and prepare written findings of the investigation, including corrective measures and penalties to be assessed, if any.

(c) The findings of the investigation, including corrective measures and penalties to be assessed, if any, shall be provided to the alleged violator, who shall have thirty (30) days from receipt of the findings to comply with the corrective measures and pay the assessed penalties. The failure to comply with the corrective measures or pay the assessed penalties shall result in a subsequent violation.

#### **Sec. 2-687. Penalties.**

(a) A first violation of a provision of this division within a period of 12 months shall result in the issuance of a warning by the County Attorney.

(b) A second violation of a provision of this division within a period of 12 months shall be punishable by a fine of \$100.

(c) A third violation of a provision of this division within a period of 12 months shall be punishable by a fine of \$250.

(d) Four or more violations of a provision of this division within a period of 12 months shall be subject to the penalties set forth in section 1-9 of the Leon County Code of Laws.

#### **Sec. 2-688. Appeals.**

An appeal of the penalties assessed pursuant to this division shall be before the Florida Division of Administrative Hearings (DOAH). An appeal shall be filed within thirty (30) days after receipt of the findings of the investigation or the right to such an appeal shall be deemed waived.

#### **Section 2. Conflicts.**

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 3. 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 4. Effective Date.**

This ordinance shall have effect upon becoming law.

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



LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Bryan Desloge, Chair  
Board of County Commissioners

ATTESTED BY:

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

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

APPROVED AS TO FORM:

Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

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

## CHART OF LOCAL LOBBYING REGULATIONS

County/City	Definitions	Exemptions
Broward County	<p><i>Lobbying</i> means communication from a lobbyist to a covered individual (commissioners, decision-making advisory board members, certain staff) regarding an item to foreseeably be decided by a final decision-making authority, seeking to influence, convince, or persuade the covered individual to support or oppose the item.</p> <p><i>Lobbyist</i> means a person who is retained, with or without compensation, for the purpose of lobbying, or a person who is employed by another person or entity on a full-time or part-time basis principally to lobby on behalf of that other person or entity.</p>	<p><i>Lobbying</i> does not include communications: (1) made on record at duly-noticed public meetings or hearings; or (2) from an attorney to an attorney representing the county on a pending or imminent judicial or adversarial administrative proceeding against the county.</p> <p><i>Lobbyist</i> does not include: (1) an elected official, employee, or appointee of the county or municipality in his or her official capacity; (2) individual who communicates on his or her own behalf, or on behalf of a person or entity employing the individual on a full-time or part-time basis, unless the individual is principally employed by that person or entity to lobby; (3) employee, officer, or board member of a homeowners' association when addressing, in capacity as an employee, officer, or board member of such association, an issue impacting the association or its members; or (4) an employee, officer, or board member of a nonprofit public interest entity when addressing an issue impacting a constituent of that entity.</p>
Hillsborough County	<p><i>Lobbying</i> means communicating directly or indirectly outside a duly noticed public meeting or hearing on the record with affected personnel to encourage passage, defeat, or modification of any item pending or likely to be pending in the near future before the BCC, or being considered by the lobbied employee for presentation or recommendation to the BCC, or to any employee who has the authority to make final decisions where there is an appeal process to other than to the BCC.</p> <p><i>Lobbyist</i> means a person who is employed and receives payment, or contracts for direct or indirect economic consideration, for the purpose of lobbying on behalf of a principal. Includes an employee whose principal responsibility is overseeing the employer's various relationships with government or representing the employer in its contacts with government.</p>	<p><i>Lobbyist</i> does not include: (1) government employees discussing government business; (2) law enforcement personnel conducting an investigation; (3) persons who communicate with affected personnel in their individual capacity for the purpose of self-representation, or on behalf of their immediate family, without compensation or reimbursement; and (4) persons or representatives of organizations contacted by affected personnel when the contact is initiated by a board member or employee.</p>

## CHART OF LOCAL LOBBYING REGULATIONS

County/City	Definitions	Exemptions
City of Jacksonville	<p><i>Lobbying</i> is defined as the attempt to influence the governmental decision making of an officer or employee of the city, or of an independent agency, or the attempt to encourage the passage, defeat, or modification of any legislation, proposal or recommendation of the city or of an independent agency, or of an officer or employee of the city or of an independent agency.</p> <p><i>Lobbyist</i> is not specifically defined.</p>	<p><i>Lobbying</i> does not include: (1) legal or settlement discussions directed toward an attorney for the city or of an independent agency; or (2) participation in a quasi-judicial proceeding involving the city or an independent agency (except that all ex-parte communication to a decision maker or non-lawyer city or independent agency employee constitutes lobbying).</p> <p>These persons are not required to register as lobbyists: (1) public official, city or independent agency employee or salaried employee of a public agency acting in an official capacity or in connection with job responsibilities or as authorized or permitted to lobby under a collective bargaining agreement; (2) person who only addresses the council or independent agency board during the “public comment” portion of the meeting; (3) person who appears at the specific request or under compulsion of the council or council committee; or (4) expert witnesses and other persons who give factual testimony about a particular matter or measure, but do not advocate passage, defeat, or amendment of the matter.</p>
Lee County	<p><i>Lobbying</i> means communications outside of a duly noticed public meeting or hearing on the record by a lobbyist with a board member, or any member of a decision-making body under the jurisdiction of the board, or a county employee, where 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 or any decision-making body under the jurisdiction of the board, or which may be presented for consideration by a county employee as a recommendation to the board or decision-making body.</p> <p><i>Lobbyist</i> means a person, firm, corporation or other legal entity, paid or unpaid, who, on behalf of another, engages in the activity of lobbying.</p>	<p><i>Lobbyist</i> does not include: (1) county employees discussing government business; (2) law enforcement personnel conducting an investigation; (3) persons when they communicate with board members or employees in their individual capacity for the purpose of self-representation, or on behalf of their family, without compensation or reimbursement; (4) persons when they appear at public meetings or hearings and communicate on the record; (5) consultants under contract with the county who communicate with commissioners or employees regarding issues related to the scope of services in their contract; (6) government officials or employees acting in their official capacity or in the normal course of their duties, unless they are proposing in a competitive procurement, or are a government employee principally employed for, or whose substantial duties pertain to governmental affairs lobbying; (7) persons who make purely informational requests to a board member, advisory board member or employee with no intent to affect a decision or recommendation on any item; and (8) persons or representatives of organizations contacted by a board member, advisory board member or employee when the contact is initiated by that board member, advisory board member or employee in their official capacity in the normal course of their duties to obtain factual information.</p>

## CHART OF LOCAL LOBBYING REGULATIONS

County/City	Definitions	Exemptions
Miami-Dade County	<p><i>Lobbyist</i> means a person, firm, or corporation employed or retained by a principal to encourage the passage, defeat, or modification of an ordinance, resolution, action or decision of the BCC; or action, decision, recommendation of the county manager or any county board or committee; or action, decision or recommendation of county personnel, during the time period of the entire decision-making process on such action, decision or recommendation which foreseeably will be heard or reviewed by the board or committee. Includes the principal and any employee whose normal scope of employment includes lobbying activities.</p> <p><i>Lobbying</i> is not specifically defined.</p>	<p><i>Lobbyist</i> excludes: (1) attorneys or other representatives retained or employed solely for the purpose of representing individuals, corporations or other entities during publicly noticed quasi-judicial proceedings where the law prohibits ex-parte communications; (2) expert witnesses who provide only scientific, technical or specialized information or testimony in public meetings; (3) a person who only appears as a representative of a neighborhood association without compensation or reimbursement for the appearance, whether direct, indirect or contingent, to express support or opposition to an item; (4) a person who only appears as a representative of a not-for-profit community based organization for the purpose of requesting a grant, without special compensation or reimbursement for the appearance; and (5) employees of a principal whose normal scope of employment does not include lobbying activities.</p>
Orange County	<p><i>Lobbying</i> means to communicate directly with the mayor, board member, or with any member of a procurement committee; or to communicate indirectly with the mayor or board member by communicating with staff of the mayor or board member, the county administrator, the county attorney, etc.</p> <p><i>Lobbying</i> seeks to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of an ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, consultant, contractor, recommendation, decision or other foreseeable action of the board.</p> <p><i>Lobbyist</i> means a person, partnership, corporation or other business entity that receives compensation to lobby on behalf of a principal, or an employee of a principal when in governmental relations, acting as a governmental liaison, or if communicating with governmental agencies is a primary or substantial part of the employee's ongoing job responsibilities.</p>	<p><i>Lobbyist</i> does not mean a county official, county employee or any other person affiliated with the county while acting in his or her official capacity.</p>

## CHART OF LOCAL LOBBYING REGULATIONS

County/City	Definitions	Exemptions
Palm Beach County	<p><i>Lobbying</i> means seeking to influence a decision or obtain the goodwill of a commissioner, member of a local municipal governing body, mayor, chief executive officer that is not a member of a local municipal governing body, advisory board member, or employee, with respect to the passage, defeat or modification of an item which may foreseeably be presented for consideration to the board or advisory board.</p> <p><i>Lobbyist</i> means a person who is employed and receives payment, or who contracts for economic consideration, for the purpose of lobbying on behalf of a principal, and includes an employee whose principal responsibility to the employer is overseeing the employer's relationships with government or representing the employer in its contacts with government.</p>	<p><i>Lobbyist</i> does not include: (1) an employee, contract employee, or independent contractor of a governmental agency or entity lobbying on behalf of that agency or entity; (2) an elected local official when the official is lobbying on behalf of the governmental agency or entity which the official serves; or (3) a member of the official's staff when the staff member is lobbying on an occasional basis on behalf of the governmental agency or entity by which the staff member is employed; (4) a person who is retained or employed for the purpose of representing an employer, principal or client only during a publicly noticed quasi-judicial hearing or comprehensive plan hearing, provided the person identifies the employer, principal or client at the hearing; (5) an expert witness who is retained or employed by an employer, principal or client to provide only scientific, technical or other specialized information provided in agenda materials or testimony only in public hearings, so long as the expert identifies the employer, principal or client at the hearing; or (6) a person who lobbies only in his or her individual capacity for the purpose of self-representation and without compensation.</p>
City of Tallahassee	<p><i>Lobbying</i> means communications by a lobbyist outside a duly noticed public meeting or hearing on the record with a member of the city commission, decision-making body under the jurisdiction of the city commission, or city employee, seeking to influence the passage, defeat, modification or repeal of an item which may be presented for vote before the city commission or decision-making body, or presented for consideration by a city employee as a recommendation to the city commission or decision-making body.</p> <p><i>Lobbyist</i> means a person who is employed and receives payment, or who contracts for economic consideration, for the purpose of lobbying, or a person who is principally employed in governmental affairs by another person or governmental entity to lobby for that person or entity.</p>	<p><i>Lobbyist</i> does not mean: (1) city employee discussing government business; (2) law enforcement personnel conducting an investigation; (3) person who communicates with board members or employees in an individual capacity for purpose of self-representation or on behalf of a family member, without compensation or reimbursement; (4) consultant under contract with the city who communicates with city commissioners or employees regarding issues related to the scope of services in the contract; (5) governmental official or employee acting in an official capacity or normal course of duties, unless proposing in a competitive procurement, or principally employed in governmental affairs lobbying; (6) person who makes purely factual informational requests to a member of the city commission, decision-making body, or employee with no intent to affect a decision or recommendation on any item; and (7) person or representative of an organization contacted by a city commissioner, member of a decision-making board, or employee when the contact is initiated by that city commissioner, decision-making board member, or employee in his or her official capacity and in the normal course of his or her duties to obtain factual information only.</p>

## CHART OF LOCAL LOBBYING REGULATIONS

County/City	Complaint Process
Broward County	<p>(1) Complaint procedure for failure to file lobbyist disclosure statement is under the purview of the County Administrator. Lobbyist is notified of the non-filing and assessed a fine of \$50 per day for each late day. No fine for first time offense. Lobbyist may appeal the fine. Hearing is before the BCC, which may waive/decrease the fine for good cause shown.</p> <p>(2) County Attorney or County Administrator is to be informed of persons who are engaging in lobbying activities and have failed to comply with the lobbying regulations. County Attorney or County Administrator investigates and reports results to Board. Board may warn, reprimand, suspend, or prohibit the violator from lobbying for a period of time not to exceed 2 years. Lobbyist is provided reasonable notice and an opportunity to be heard on the sanctions. Intentional failure or refusal to comply with sanctions shall be punishable as provided by law and subject to civil remedies as the County may pursue, including injunctive relief.</p> <p>(3) Procedure for violation of the “cone of silence” in competitive solicitations involves filing a complaint with the County’s Office of Intergovernmental Affairs and Professional Standards. Investigation is conducted and results of the investigation, including determination of violation, is provided in a written report. If there is a determination of violation, a fine is imposed. Maximum fine is not specified. Determination of violation may be appealed to DOAH. Final decision is made by a hearing officer. The hearing officer’s final determination may be appealed.</p>
Hillsborough County	<p>(1) If the County Attorney's office is informed of any person who has failed to comply with the lobbying requirements, the County Attorney's office conducts a preliminary investigation. If it is determined that a violation may have occurred, the County Attorney's office assesses the penalty. An appeal of the penalty goes to a hearing officer for a recommendation. The recommendation then goes to the BCC for final resolution.</p> <p>(2) First violation is a warning by the County Attorney’s Office. Second violation within a period of 12 months is a \$250 fine. Third violation within 12 months will result in a prohibition from lobbying for 6 months. Fourth violation within 12 months is a prohibition from lobbying for one year, etc.</p>
City of Jacksonville	<p>(1) Persons who knowingly and willfully fail or refuse to register as a lobbyist, or who act as a lobbyist after the expiration of the lobbyist registration statement, shall be guilty of a class D offense (fine of not more than \$500 or imprisonment of not more than 60 days, or both).</p> <p>(2) Jacksonville has an Ethics Oversight and Compliance Office and an Inspector General. Inspector General conducts investigations, issues reports, and makes recommendations.</p>
Lee County	<p>Penalties for an intentional violation are in accord with F.S Section 125.69(1). Ordinance does not have procedures.</p>
Orange County	<p>(1) County Attorney or County Administrator is to be informed of a violation, and conducts an investigation. Results of investigation are reported to BCC.</p> <p>(2) BCC may warn, reprimand or censure the violator or may suspend or prohibit the violator from appearing on behalf of any principal before the board or any county advisory body or from otherwise lobbying for a principal in any fashion for a period of time, not to exceed 2 years. No sanction can be imposed unless the violator has been afforded reasonable notice and an opportunity to be heard.</p> <p>(3) Failure or refusal of a lobbyist to comply with any order of the BCC suspending or prohibiting the lobbyist from lobbying is punishable as provided by law and otherwise subject to such civil remedies as the county may pursue, including injunctive relief.</p>

## CHART OF LOCAL LOBBYING REGULATIONS

County/City	Complaint Process
Palm Beach County	<p>(1) If County Administrator is informed of a person who has failed to comply, County Administrator shall conduct a preliminary investigation. If County Administrator determines that a violation may have occurred, County Administrator forwards the matter to the Palm Beach County Commission on Ethics for further investigation.</p> <p>(2) The Palm Beach County Commission on Ethics administers and enforces the ethics regulations, including lobbyist registration. Complaint is filed with the COE, which investigates for legal sufficiency. If legally sufficient, matter is set for public hearing.</p> <p>(3) Failure to register as a lobbyist is punishable by a fine of \$250 per day, not to exceed \$2,500. Violation of the “cone of silence” is \$250 per violation.</p> <p>(4) Person who violates the provisions more than once during a twelve-month period shall be prohibited from lobbying. A second violation result in a prohibition of one year; a third violation results in a prohibition of 2 years. Willful violations are referred to the state attorney for prosecution in the same manner as first degree misdemeanor. Failure to comply with an order of the Commission on Ethics is punishable as provided by law.</p>
City of Tallahassee	<p>(1) City treasurer-clerk monitors lobbyists for compliance and develops procedures for suspension of lobbyists until compliance is attained. Clerk will alert the city commission to any instances of non-compliance and will inform the city commission of any need to institute progressive penalties for repeat offenders. Ethics officer may serve as a point of contact for a complaint regarding a failure of a lobbyist to register but shall have no oversight role regarding registration.</p> <p>(2) Penalties for an intentional violation shall be enforced as a civil violation under section 1-7. There shall be a fine of \$1,000.00 for the first violation, a fine of \$2,500.00 for a second violation within any three-year period, a fine of \$5,000.00 for a third violation within any three-year period, and a suspension from lobbying the city for a period not to exceed three years for a fourth violation within any three-year period.</p> <p>(3) City has an ethics board and ethics officer to investigate complaints for violations of the city’s ethics code (but not for lobbyist registration). Ethics violations may be punished by reprimand, referral, fine, ethics training, etc. Any final order of the ethics board imposing civil penalties may be reviewed by the circuit court within 30 days of issuance of the order in the manner as authorized for review of quasi-judicial board decisions.</p>





**LEON COUNTY  
BOARD OF COUNTY  
COMMISSIONERS**

**LOBBYIST REGISTRATION FORM**

☐ Check here if, during the calendar year, amending a previously filed form to add or remove a principal.

**LOBBYIST NAME** \_\_\_\_\_ **DATE** \_\_\_\_\_

**NAME OF LOBBYIST FIRM** \_\_\_\_\_

**BUSINESS ADDRESS** \_\_\_\_\_

**PHONE NUMBER (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_** **EMAIL ADDRESS** \_\_\_\_\_

**INFORMATION REGARDING EACH PRINCIPAL REPRESENTED:**

**NAME AND BUSINESS ADDRESS OF EACH PRINCIPAL REPRESENTED:**

(1) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GENERAL AND SPECIFIC AREAS OF INTEREST:** \_\_\_\_\_

(2) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GENERAL AND SPECIFIC AREAS OF INTEREST:** \_\_\_\_\_



(3)

**GENERAL AND SPECIFIC AREAS OF INTEREST:**

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

PLEASE EXPLAIN NATURE AND EXTENT OF ANY DIRECT BUSINESS ASSOCIATION WITH ANY CURRENT COUNTY COMMISSIONER, PERSON SERVING ON AN ADVISORY BODY, OR COUNTY EMPLOYEE (WRITE "NONE" IF APPLICABLE).

☐ Please check here to verify that the signatory has been retained by each principal listed above.

**Lobbyist Signature**

**PLEASE NOTE:**

1. Lobbyist registration must be renewed by January 1 of each calendar year.
2. The annual lobbyist registration fee is \$25.00 for each Principal, in compliance with Leon County Code of Laws Section 2-682, Division 3, Chapter 2, Article XII.
3. If paying the registration fee by check, the check should be payable to Gwen Marshall, Leon County Clerk of Court.
4. An amended Lobbyist Registration Form must be filed if the lobbyist is retained by a new Principal or withdraws from lobbying on behalf of a Principal during the calendar year.
5. If a lobbyist ceases all lobbying activities on behalf of all Principals during a calendar year, the lobbyist must file a "Lobbyist Withdrawal Form" with the Leon County Clerk of Court.

**Return, with applicable registration fee, to:**

**Leon County Clerk of Court & Comptroller  
Finance Department  
Attn: Lobbyist Registration  
315 S. Calhoun Street, Suite 750  
Tallahassee, FL 32301**



**LEON COUNTY  
BOARD OF COUNTY  
COMMISSIONERS**

**LOBBYING QUARTERLY  
COMPENSATION REPORT**

**QUARTER ENDING (CHECK ONE):**

☐ March 31, 20\_\_\_\_ ☐ June 30, 20\_\_\_\_ ☐ September 30, 20\_\_\_\_ ☐ December 31, 20\_\_\_\_

**LOBBYIST NAME** \_\_\_\_\_ **DATE** \_\_\_\_\_

**NAME OF LOBBYIST FIRM** \_\_\_\_\_

**BUSINESS ADDRESS** \_\_\_\_\_

**PHONE NUMBER (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_** **EMAIL ADDRESS** \_\_\_\_\_

**Total compensation provided or owed to the lobbying firm from all Principals during the reporting period (check appropriate box):**

☐ \$0   ☐ \$1 to \$49,999   ☐ \$50,000 to \$99,999   ☐ \$100,000 to \$249,999  
☐ \$250,000 - \$499,999   ☐ \$500,000 to \$999,999   ☐ \$1,000,000 or more

**Return completed form to:**

**Leon County Clerk of Court & Comptroller  
Finance Department  
Attn: Lobbyist Registration  
315 S. Calhoun Street, Suite 750  
Tallahassee, FL 32301**

<p>_____ <b>Name of Principal</b></p> <p>_____ <b>Business Address</b></p> <p>_____ <b>Telephone Number</b></p> <p>Total compensation provided or owed to the lobbying firm for the reporting period:</p> <p><input type="checkbox"/> \$0  <input type="checkbox"/> \$1 to \$9,999  <input type="checkbox"/> \$10,000 to \$19,999  <input type="checkbox"/> \$20,000 to \$29,999  <input type="checkbox"/> \$30,000 to \$39,999  <input type="checkbox"/> \$40,000 to \$49,999</p> <p><input type="checkbox"/> If \$50,000 or more, provide specific dollar amount rounded up or down to the nearest \$1,000:  \$ _____</p>	<p>_____ <b>Name of Principal</b></p> <p>_____ <b>Business Address</b></p> <p>_____ <b>Telephone Number</b></p> <p>Total compensation provided or owed to the lobbying firm for the reporting period:</p> <p><input type="checkbox"/> \$0  <input type="checkbox"/> \$1 to \$9,999  <input type="checkbox"/> \$10,000 to \$19,999  <input type="checkbox"/> \$20,000 to \$29,999  <input type="checkbox"/> \$30,000 to \$39,999  <input type="checkbox"/> \$40,000 to \$49,999</p> <p><input type="checkbox"/> If \$50,000 or more, provide specific dollar amount rounded up or down to the nearest \$1,000:  \$ _____</p>	<p>_____ <b>Name of Principal</b></p> <p>_____ <b>Business Address</b></p> <p>_____ <b>Telephone Number</b></p> <p>Total compensation provided or owed to the lobbying firm for the reporting period:</p> <p><input type="checkbox"/> \$0  <input type="checkbox"/> \$1 to \$9,999  <input type="checkbox"/> \$10,000 to \$19,999  <input type="checkbox"/> \$20,000 to \$29,999  <input type="checkbox"/> \$30,000 to \$39,999  <input type="checkbox"/> \$40,000 to \$49,999</p> <p><input type="checkbox"/> If \$50,000 or more, provide specific dollar amount rounded up or down to the nearest \$1,000:  \$ _____</p>
<p>_____ <b>Name of Principal</b></p> <p>_____ <b>Business Address</b></p> <p>_____ <b>Telephone Number</b></p> <p>Total compensation provided or owed to the lobbying firm for the reporting period:</p> <p><input type="checkbox"/> \$0  <input type="checkbox"/> \$1 to \$9,999  <input type="checkbox"/> \$10,000 to \$19,999  <input type="checkbox"/> \$20,000 to \$29,999  <input type="checkbox"/> \$30,000 to \$39,999  <input type="checkbox"/> \$40,000 to \$49,999</p> <p><input type="checkbox"/> If \$50,000 or more, provide specific dollar amount rounded up or down to the nearest \$1,000:  \$ _____</p>	<p>_____ <b>Name of Principal</b></p> <p>_____ <b>Business Address</b></p> <p>_____ <b>Telephone Number</b></p> <p>Total compensation provided or owed to the lobbying firm for the reporting period:</p> <p><input type="checkbox"/> \$0  <input type="checkbox"/> \$1 to \$9,999  <input type="checkbox"/> \$10,000 to \$19,999  <input type="checkbox"/> \$20,000 to \$29,999  <input type="checkbox"/> \$30,000 to \$39,999  <input type="checkbox"/> \$40,000 to \$49,999</p> <p><input type="checkbox"/> If \$50,000 or more, provide specific dollar amount rounded up or down to the nearest \$1,000:  \$ _____</p>	<p>_____ <b>Name of Principal</b></p> <p>_____ <b>Business Address</b></p> <p>_____ <b>Telephone Number</b></p> <p>Total compensation provided or owed to the lobbying firm for the reporting period:</p> <p><input type="checkbox"/> \$0  <input type="checkbox"/> \$1 to \$9,999  <input type="checkbox"/> \$10,000 to \$19,999  <input type="checkbox"/> \$20,000 to \$29,999  <input type="checkbox"/> \$30,000 to \$39,999  <input type="checkbox"/> \$40,000 to \$49,999</p> <p><input type="checkbox"/> If \$50,000 or more, provide specific dollar amount rounded up or down to the nearest \$1,000:  \$ _____</p>

**(Attach additional sheets if necessary)**



**LEON COUNTY  
BOARD OF COUNTY  
COMMISSIONERS**

**INDIVIDUAL LOBBYIST  
WITHDRAWAL FORM**

**LOBBYIST NAME** \_\_\_\_\_ **DATE** \_\_\_\_\_

**NAME OF LOBBYIST FIRM** \_\_\_\_\_

**BUSINESS ADDRESS** \_\_\_\_\_

**PHONE NUMBER (\_\_\_\_) \_\_\_\_-\_\_\_\_** **EMAIL ADDRESS** \_\_\_\_\_

I, \_\_\_\_\_, having registered as a lobbyist  
in Leon County, hereby submit a notice of withdrawal from all lobbying activities. My  
last activity as a lobbyist was on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
**Lobbyist Signature**

**Return to:**

**Leon County Clerk of Court & Comptroller  
Finance Department  
Attn: Lobbyist Registration  
315 S. Calhoun Street, Suite 750  
Tallahassee, FL 32301**

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #23**

# Leon County Board of County Commissioners

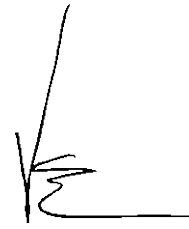
## Agenda Item #23

September 15, 2020

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

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

**Title:** Fifteen-Year Lease Financing for Energy Savings Capital Projects



<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

### **Statement of Issue:**

This item seeks Board adoption of a Bond Resolution and approval of a 15-year equipment lease/purchase financing agreement for the implementation of cost saving, more energy efficient, building-related capital projects valued at \$16.5 million lease as authorized by the Board as part of the FY 2021 Budget Workshop.

### **Fiscal Impact:**

This item has a fiscal impact. Through this program the County will finance \$16.5M to pay for energy savings projects. All \$16.5M will be recouped by the County through energy savings over the life of the projects, approximately 25 years. Financing the project is recommended over a 15-year term to take advantage of competitive interest rates. As such, the financing over the 15-year term will be serviced through a combination of energy savings and \$650,000 in general revenue annually.

### **Staff Recommendation:**

- Option #1: Adopt the Bond Resolution and approve the Master Tax-Exempt Lease/Purchase Agreement (attached thereto) with US Bancorp Government Leasing and Finance, Inc., for the financing of the ESCO equipment (Attachment #1) and authorize the County Administrator to execute the necessary financing documents.
- Option #2: Approve the associated Budget Resolution and Budget Amendment (Attachment #2).

## Report and Discussion

### **Background:**

This item seeks Board adoption of a Bond Resolution and approval of a 15-year equipment lease/purchase agreement for the financing to implement the energy savings capital projects.

This item advances the following FY2017-FY2021 Strategic Initiative:

- *Develop an action plan to further reduce the County Government's carbon footprint. (2018-2)*

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

- *(EN4) Reduce our carbon footprint.*

At the July 14, 2020 meeting, the Board ratified actions taken at the FY 2021 Budget Workshop held earlier that day that included:

- Authorizing the County Administrator to negotiate and execute a contract with Energy Services Group for the provision of Energy Savings Performance Contractor Services (ESCO), subject to legal review by the County Attorney, and;
- Authorizing the County Administrator to engage the County's Financial Advisor to conduct a competitive solicitation to procure tax-exempt financing for the Energy Savings projects.

An ESCO is an energy savings program which allows the County to use the energy savings to pay for capital improvements to a building. The ESCO installs new building infrastructure such as lighting or heating, ventilation, and air conditioning systems then recoups the cost of the infrastructure upgrades through reduced utility bills.

### **Analysis:**

On July 16, 2020, the County's contracted financial advisor, PFM Financial Advisors LLC ("PFM"), distributed a request for proposal (RFP) for an equipment lease to finance the purchase and installation of equipment related to conservation measures and to pay for the issuance of the financing. PFM received six responses to the RFP as summarized in Table #1.

*Table #1: ESCO Financing Summary*

<b>Institutions</b>	<b>% Rate</b>
US Bank	1.761
Bank of America	1.767
Truist	1.99
Capital One	2.17
Synovus	2.32
Hancock Whitney	2.56

As reflected in Table #1, the County received very competitive rates. Subsequent to the receipt of the bids, the County's Finance Team met with PFM to discuss the bids. Based on US Bank having the lowest fixed rate, the Finance Team concurred with PFM that US Bank offered the best option for the lease. PFM and staff recommend approving the proposed Bond Resolution and Master Tax-Exempt Lease/Purchase Agreement (Attachment #1), awarding the equipment lease financing to US Bank. PFM's recommendation memo is reflected as Attachment #3.

The FY 2021 capital improvement plan includes initial funding for year one of the ESCO project. The remaining lease financing is scheduled for 15-years. Based on the recommendations of the County's financial advisor and Finance Team, proceeding with the financing offered by US Bank is recommended. With financing secured at very favorable terms, the ESCO project can commence and be completed by March 2022.

The County's recurring debt service payment is included in the tentative budget. All equipment being purchased have life expectancies between 20 to 25 years. Without an ESCO project, the recurring annual expense to replace end-of-life mechanical systems would be considered as part of the capital budget process. By proceeding with the ESCO project, upgrades and replacements of critical building infrastructure will occur at County facilities, including the Detention Center, Courthouse and Sheriff's Administration building. By utilizing an ESCO, \$3.0M in annual recurring capital funding for these projects is not necessary. Therefore, recurring funding is available to address other capital needs in the Capital Improvement Program.

A list of the projects is reflected in Attachment #4, and the necessary associated Budget Resolution and Budget Amendment are included as Attachment #2.

### **Options:**

1. Adopt the Bond Resolution and approve the Master Tax-Exempt Lease/Purchase Agreement (attached thereto) with US Bancorp Government Leasing and Finance, Inc., for the financing of the ESCO equipment (Attachment #1) and authorize the County Administrator to execute to the necessary financing documents.
2. Approve the associated Budget Resolution and Budget Amendment (Attachment #2).
3. Do not approve the Bond Resolution or the Budget Resolution.
4. Board direction.

### **Recommendation:**

Options #1 and #2

### **Attachments:**

1. Bond Resolution to Finance Energy Saving Improvements through an Equipment Lease Financing (with attachments)
2. Budget Resolution and Associated Budget Amendment
3. Recommendation letter from the Financial Advisor, PFM
4. Project list



**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA APPROVING A MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT WITH U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC., AS LESSOR, AND THE COUNTY, AS LESSEE, AND SEPARATE SCHEDULES THERETO, FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT AS DESCRIBED HEREIN; AUTHORIZING CERTAIN OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING ALL OTHER ACTIONS NECESSARY FOR THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AUTHORIZING THE CHAIRMAN AND CLERK, AS ATTESTING WITNESS, TO EXECUTE THE MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT AND ALL NECESSARY DOCUMENTS ON BEHALF OF THE COUNTY; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR PENALTIES FOR VIOLATIONS HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Board of County Commissioners of Leon County, Florida (the "County"), a political subdivision of the State of Florida is authorized by the laws of the State to purchase, acquire and lease personal property (tangible and intangible) for the benefit of the County and its inhabitants and to enter into contracts with respect thereto; and

**WHEREAS**, the Board of County Commissioners of the County (the "Board") has determined that a need exists for the acquisition, purchase and financing of certain property consisting of energy conservation equipment (collectively, the "Equipment") as described herein; and

**WHEREAS**, in order to acquire such Equipment, the County proposes to enter into that certain Master Tax-Exempt Lease/Purchase Agreement and any addendum thereto (the "Agreement") with U.S. Bancorp Government Leasing and Finance, Inc. (or one of its affiliates), as lessor (the "Lessor"), substantially in the proposed form attached hereto as Exhibit A, and separate Schedules thereto; and

**WHEREAS**, the Board deems it for the benefit of the County and for the efficient and effective administration thereof to enter into the Agreement and separate Schedules relating thereto from time to time as provided in the Agreement for the purchase, acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided.

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

**Section 1:**     **Authority for Resolution.** This Resolution is adopted pursuant to the provisions of Chapter 125, Florida Statutes, the Leon County Charter and other applicable provisions of law (collectively, the “Act”). The County has ascertained and hereby determined that adoption of this Resolution is necessary to carry out the powers, purposes and duties expressly provided in the Act, that each and every matter and thing as to which provision is made herein is necessary in order to carry out and effectuate the purposes of the County in accordance with the Act and to carry out and effectuate the plan and purpose of the Act, and that the powers of the County herein exercised are in each case exercised in accordance with the provisions of the Act and in furtherance of the purposes of the County.

**Section 2:**     **Definitions.** All capitalized undefined terms shall have the same meaning as set forth in this Resolution. In addition, the following terms, unless the context otherwise requires, shall have the meanings specified in this section. Words importing the singular number shall include the plural number in each case and vice versa.

“Chairman” shall mean the Chairman of the Board of County Commissioners of Leon County, Florida and such term shall also include the Vice Chairman or the Chairman’s designee.

“Clerk” shall mean the Clerk of the Circuit Court and Comptroller, or any assistant or deputy County Clerk of the County.

“County Administrator” shall mean the County Administrator of the County or the County Administrator’s designee.

“County Attorney” shall mean Chasity H. O’Steen, Esq. or any assistant County Attorney.

“Director of Office of Financial Stewardship” shall mean the Director of the Office of Financial Stewardship of the County.

“State” shall mean the State of Florida.

**Section 3:**     **Findings.** It is hereby ascertained, determined and declared that:

A.     The WHEREAS clauses recited above are hereby incorporated herein as a part of this Resolution.

B.     The County solicited proposals from qualified financial institutions pursuant to a Request for Proposal and received six proposals in response.

C. The Lessor's offer at the terms set forth in its proposal dated August 11, 2020 is the highest ranked proposal providing the best overall value to the County.

D. The terms of the Agreement (including the form of Schedule attached thereto), are in the best interests of the County for the acquisition, purchase, financing and leasing of the Equipment.

E. The costs associated with the execution and delivery of the Agreement shall be deemed to include legal fees and expenses, financial advisory fees and expenses, and such other expenses as may be necessary or incidental for the lease-purchase financing herein authorized.

**Section 3: Approval of financing documents.**

A. The form, terms and provisions of the Agreement (including the form of Schedule attached thereto) are hereby approved in substantially the forms attached hereto as Exhibit A, with such insertions, omissions and changes as shall be approved by the Chairman executing the same, the execution of such documents being conclusive evidence of such approval. The Chairman and the Clerk, as attesting witness, are hereby authorized and directed to sign and deliver on behalf of the County the Agreement, each Schedule thereto under which a separate Lease (as hereinafter described, and as defined in the Agreement) is created, the Escrow Agreement by and among the County, the Lessor and U.S. Bank, N.A., as escrow agent (the "Escrow Agreement"), and any related exhibits attached to the Agreement, if and when required (collectively, the "Financing Documents"); *provided, however*, that, without further authorization from the County, (a) the aggregate principal component of Rental Payments under the Lease related to the Equipment (the "Lease") entered into pursuant to the Agreement shall not exceed \$16,500,000; (b) the maximum term under the Lease shall not exceed fifteen (15) years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under the Lease shall not exceed 2.00% per annum. The Chairman may sign and deliver the Lease, to the Lessor on behalf of the County pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the County up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of fifteen (15) years from the date hereof during which the Chairman is authorized to sign and deliver the Lease pursuant to the Agreement on the terms and conditions herein provided and to be provided in the Lease.

B. Prior to the execution and delivery of the Agreement, the County shall receive a Disclosure Letter from the Lessor containing the information required by Section 218.385, Florida Statutes, as amended, a form of which is attached hereto as Exhibit B.

**Section 4: Authorizations.** The Chairman, the County Administrator, the Director of the Office of Financial Stewardship, the Clerk, and the County Attorney are each designated agents of the County in connection with the execution and delivery of the Financing Documents and are

authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Issuer, including a Tax Certificate, which are necessary or desirable in connection with the execution and delivery of the Financing Documents, including, but not limited to, the making of modifications to the Financing Documents, as are necessary and desirable.

**Section 5:**     **Applicable Provisions of Law.** This Resolution shall be governed by and construed in accordance with the laws of the State.

**Section 6:**     **No Third Party Beneficiaries.** Except such other persons as may be expressly described in this Resolution or in the Financing Documents, nothing in this Resolution, in the Financing Documents, expressed or implied, is intended or shall be construed to confer upon any person, other than the County and the Lessor, any right, remedy or claim, legal or equitable, under and by reason of this Resolution, or any provision thereof, of the Financing Documents, all provisions thereof, being intended to be and being for the sole and exclusive benefit of the County and the Lessor.

**Section 7:**     **Repeal of Resolutions in Conflict.** All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

**Section 8:**     **Severability.** If any one or more of the covenants, agreements, or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and in no way affect the validity of all other provisions of the Resolution or of the Financing Documents delivered hereunder.

**Section 9:**     **Effective Date.** This Resolution shall take effect immediately upon its adoption.

[Remainder of page intentionally left blank]

DULY PASSED AND ADOPTED by the Board of County Commissioners of Leon County, Florida on this \_\_\_\_\_ day of September, 2020.

BOARD OF COUNTY COMMISSIONERS OF  
LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
BRYAN DESLOGE, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:

GWENDOLYN MARSHALL, CLERK OF THE CIRCUIT COURT AND COMPTROLLER

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

APPROVED AS TO FORM:

COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA

BY: \_\_\_\_\_  
CHASITY H. O'STEEN, ESQ.  
COUNTY ATTORNEY

**EXHIBIT A**

**FORM OF MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT**

## Master Tax-Exempt Lease/Purchase Agreement

Between: U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

And: Leon County (the "Lessee")  
301 South Monroe ST  
Tallahassee, Florida 32301  
Attention: William Scott Ross  
Telephone: 850.606.5117

Dated: September 23, 2020

### ARTICLE I DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"**Agreement**" means this Master Tax-Exempt Lease/Purchase Agreement, including all exhibits and schedules attached hereto.

"**Code**" is defined in Section 3.01(f).

"**Commencement Date**" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in such Property Schedule.

"**Event of Default**" is defined in Section 13.01.

"**Lease Payments**" means the Lease Payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"**Lease Payment Dates**" means the Lease Payment dates for the Lease Payments as set forth in each Property Schedule.

"**Lease Term**" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"**Lessee**" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"**Lessor**" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"**Nonappropriation Event**" is defined in Section 6.06.

"**Original Term**" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"**Property**" means, collectively, the property lease/purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"**Property Schedule**" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"**Purchase Price**" means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Property Schedule, as provided in Section 11.01 and as set forth in the Property Schedule.

"**Renewal Terms**" means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year.

"**State**" means the state where Lessee is located.

"**Vendor**" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Lessor or Lessee purchased or is purchasing all or any portion of the Property.

### ARTICLE II

**2.01 Property Schedules Separate Financings.** Each Property Schedule executed and delivered under this Agreement shall be a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property financed or Lease Payments payable under any other Property Schedules unless an Event of Default or Nonappropriation Event has also occurred under such other Property Schedules.

### ARTICLE III

**3.01 Covenants of Lessee.** As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be delivered an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.

- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.
- (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.
- (g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.
- (h) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior notice to Lessor.

#### **ARTICLE IV**

**4.01 Lease of Property.** On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

**4.02 Lease Term.** The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Lease Payment set forth in such Property Schedule and the exercise of the Purchase Option described in Section 11.01, unless terminated sooner pursuant to this Agreement or the Property Schedule.

**4.03 Delivery, Installation and Acceptance of Property.** Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule.

#### **ARTICLE V**

**5.01 Enjoyment of Property.** Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

**5.02 Location; Inspection.** The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

#### **ARTICLE VI**

**6.01 Lease Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Lease Payments for a fiscal year, the Lease Payments for said fiscal year, and only the Lease Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

**6.02 Payment of Lease Payments.** Lessee shall promptly pay Lease Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

**6.03 Interest Component.** A portion of each Lease Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Lease Term.

**6.04 Lease Payments to be Unconditional.** SUBJECT TO SECTION 6.06, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

**6.05 Continuation of Lease by Lessee.** Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Lease Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the Lease Payments for a Property Schedule pursuant to Section 6.06, such Property Schedule shall terminate at the end of the then current Original Term or Renewal Term. Although Lessee has made this covenant, in the event that it fails to provide such notice, no remedy is provided and Lessee shall not be liable for any damages for its failure to so comply.

**6.06 Nonappropriation.** If during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Lease Payments required under a Property Schedule for the following fiscal year, Lessee shall be deemed to not have renewed such Property Schedule for the following fiscal year and the Property Schedule shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Lease Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property under said Property Schedule to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In addition, Lessor may, by written instructions to any escrow agent who is holding proceeds of the Property Schedule, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor in writing



within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

**6.07 Defeasance of Lease Payments.** Lessee may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Lessor in the Property under said Property Schedule shall terminate. Lessee shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Lease Payments on said Property Schedule is not adversely affected.

**6.08 Gross-Up.** If an Event of Taxability occurs with respect to a Property Schedule, the interest component of Lease Payments on the Property Schedule shall thereafter be payable at the Taxable Rate, and Lessee shall pay to Lessor promptly following demand an amount sufficient to supplement prior Lease Payments on such Property Schedule so that Lessor receives the interest component of such Lease Payments, retroactive to the date as of which the interest component is determined to be includible in the gross income of Lessor for federal income tax purposes, calculated at the Taxable Rate, together with any penalties and interest actually imposed on Lessor as a result of the Event of Taxability. For purposes of this Section, "Event of Taxability" means, with respect to a Property Schedule, (a) a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest component of Lease Payments on the Property Schedule is includible for federal income tax purposes in the gross income of Lessor, or (b) receipt by Lessor of a written opinion of a nationally recognized public finance lawyer or law firm to the effect that there exists substantial doubt whether the interest component of Lease Payments on the Property Schedule is excludible for federal income tax purposes from the gross income of Lessor, in each case due to any action or failure to take action by Lessee. "Taxable Rate" means an interest rate calculated to provide Lessor with an after-tax yield equivalent to the yield provided to Lessor by the interest rate at which the interest component of Lease Payments on a Property Schedule was originally calculated.

## **ARTICLE VII**

**7.01 Title to the Property.** Upon acceptance of the Property by Lessee and unless otherwise required by the laws of the State, title to the Property shall vest in Lessee, subject to Lessor's interests under the applicable Property Schedule and this Agreement.

**7.02 Personal Property.** The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

**7.03 Security Interest.** To the extent permitted by law and to secure the performance of all of Lessee's obligations under this Agreement with respect to a Property Schedule, including without limitation all Property Schedules now existing are hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Property under the Property Schedule, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, which Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

## **ARTICLE VIII**

**8.01 Maintenance of Property by Lessee.** Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

**8.02 Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Lease Payments payable by Lessee under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

**8.03 Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

**8.04 Advances.** In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the applicable Property Schedule and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

## **ARTICLE IX**

**9.01 Damage or Destruction.** If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its right to defease the Property Schedule as provided herein, or unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

**9.02 Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b) defease the Property Schedule pursuant to Section 6.07, or (c) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Lessee.

**ARTICLE X**

**10.01 Disclaimer of Warranties.** LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

**10.02 Vendor's Warranties.** Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

**10.03 Use of the Property.** Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

**10.04 Modifications.** Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

**ARTICLE XI**

**11.01 Option to Purchase.** Lessee shall have the option to purchase Lessor's entire interest in all of the Property subject to a Property Schedule and to terminate any restrictions herein on the Property under such Property Schedule on the last day of the Lease Term for a Property Schedule, if the Property Schedule is still in effect on such day, upon payment in full of the Lease Payments due thereunder plus payment of One (1) Dollar to Lessor. Upon exercise of the purchase option as set forth in this Section 11.01 and payment of the purchase price under the applicable Property Schedule, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Property subject to such Property Schedule to Lessee.

**11.02 Option to Prepay.** Lessee shall have the option to prepay in whole the Lease Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule. Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Property at least sixty (60) days prior to the last day of the Lease Term for applicable Property Schedule.

**ARTICLE XII**

**12.01 Assignment by Lessor.** Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

**12.02 Property Schedules Separate Financings.** Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

**12.03 Assignment and Subleasing by Lessee.** NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

**12.04 Release and Indemnification Covenants.** To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to certificates of participation in this Agreement and any Property Schedule (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

**ARTICLE XIII**

**13.01 Events of Default Defined.** Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Lease Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an

answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than any obligations on the part of Lessee to make any payments hereunder) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

A Nonappropriation Event is not an Event of Default.

**13.02 Remedies on Default.** Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including without limitation delinquent Lease Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- (b) Lessor may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee except with respect to unpaid costs and expenses incurred by Lessor in connection with the disposition of the Property;
- (c) By written notice to any escrow agent who is holding proceeds of the Property Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Property Schedule;
- (d) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

Notwithstanding the foregoing, if the proceeds are insufficient to pay items (i) to (iii) in Section 13.02(b) in whole, Lessee shall remain obligated after application of proceeds to items (i) and (ii), to pay in whole the amounts for item (iii).

**13.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

**13.04 Costs and Attorney Fees.** Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

#### **ARTICLE XIV**

**14.01 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses as specified on the first page of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

**14.02 Arbitrage Certificates.** Unless a separate Arbitrage Certificate is delivered on the Commencement Date, Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

- (a) The estimated total costs, including taxes, freight, installation, and cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Lease Payments.
- (b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months after the Commencement Date and the Property is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the Commencement Date. Lessee will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Lease Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments under the Property Schedule.
- (d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Lease Payments under the Property Schedule.
- (e) There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.
- (f) The officer or official who has executed the Property Schedule on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Lessee set forth herein are reasonable.

**14.03 Further Assurances.** Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

**14.04 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**14.05 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**14.06 Waiver of Jury Trials.** Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof.

**14.07 Amendments, Changes and Modifications.** This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of all assignees shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

**14.08 Execution in Counterparts.** This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**14.09 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**14.10 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**14.11 Continuing Disclosure.** Lessor acknowledges that, in connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Agreement and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Lessee shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lessor or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Lessee acknowledges and agrees that Lessor is not responsible in connection with any EMMA Notice relating to this Agreement for Lessee's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

**IN WITNESS WHEREOF,** Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: Leon County</b>
By:
Name:
Title:

Attest:
By:
Name:
Title:

## **ADDENDUM (FLORIDA)**

### **Master Tax-Exempt Lease/Purchase Agreement**

THIS ADDENDUM, which is entered into as of September 23, 2020 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and Leon County ("Lessee"), is intended to modify and supplement Property Schedule No. 1 (the "Property Schedule") to the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee dated as of September 23, 2020 (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

1. The Master Agreement is hereby amended as set forth below:

(a) Section 3.01 (a) (b) is amended to read as follows:

"(a) Lessee is a political subdivision duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a political subdivision. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder."

(b) Section 6.02 is amended to read as follows:

"Lessee shall promptly pay Lease Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 8% per annum or the maximum amount permitted by law, whichever is less. "

(c) Section 7.3 (entitled "Security Interest") is deleted in its entirety.

(d) The last sentence of Section 12.01 is amended to read in its entirety as follows: "Lessee agrees to execute all documents, including notices of assignment, that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules."

(e) Subsection 13.02(b) is amended to read as follows:

"(b) Lessor may terminate the Property Schedule, and may require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay any amounts then due under the Property Schedule, including payments under Section 13.02(a), and (ii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee;"

(f) The last sentence of Section 13.02 (commencing with the word "Notwithstanding") is deleted in its entirety.

(g) A new Subsection 13.02(e) is added to the Master Agreement to read in its entirety as follows:

"(e) Following an Event of Default or an Event of Nonappropriation hereunder and upon failure of Lessee to voluntarily comply with Section 6.06 or 13.02(b), Lessor may take any action, at law, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement against Lessee's legally available funds. Lessor and Lessee agree that there is no intention to create under this Agreement and the applicable Property Schedule a right of Lessor to dispossess Lessee involuntarily of the legal title to or the right of use of the Property. Lessor hereby irrevocably waives any right to specific performance of Lessee's covenant to transfer legal title to and return of possession of the Property to Lessor. Lessor acknowledges that in no event may it compel the use of ad valorem taxing power to compel Lessee to pay Lease Payments or other payment obligations under this Agreement."

2. If Lessee utilizes the services of a procurement management program operated by another governmental authority in connection with the acquisition of Property, Lessee shall be solely responsible for the payment of all rebates, revenues sharing and other fees payable to such governmental authority in connection with its participation in such program, regardless of whether any available discount has been applied in determining the amount of proceeds of the Property Schedule payable to the Vendor.

3. Lessee covenants and agrees with Lessor that it will give all notices and file all reports with the State Division of Finance as may be required in connection with the Lease by Florida Statutes Annotated Section 218.38 and the rules adopted thereunder.

4. If Lessee is a county, Lessee represents and warrants to Lessor that:

(a) If the term of the Property Schedule exceeds five (5) years, Lessee represents and covenants to Lessor that the Lease Payments with respect thereto are and will be payable from sources other than ad valorem taxes.

(b) The Property Schedule has been approved by the Board of County Commissioners of Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: Leon County</b>
By:
Name:
Title:

Attest:
By
Name:
Title:

## **Property Schedule No. 1**

### **Master Tax-Exempt Lease/Purchase Agreement**

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This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of September 23, 2020, between U.S. Bancorp Government Leasing and Finance, Inc., and Leon County.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is September 23, 2020.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Proceeds. Exhibit 4 is intentionally omitted.
7. Acceptance Certificate. Exhibit 5 is intentionally omitted.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.

This Property Schedule No. 1 is subject to optional redemption before maturity at the sole option of the Lessee from any available monies at any time, in whole and not in part, on any date after October 23, 2021, at a redemption price equal to 100% of the outstanding principal amount of this Property Schedule, plus interest accrued to the date fixed for redemption, plus a prepayment indemnity ("Prepayment Fee") equal to the greater of zero, or that amount, calculated on any date of redemption ("Prepayment Date"), which is derived by subtracting: (a) the outstanding principal amount of the Property Schedule on such Prepayment Date from (b) the Net Present Value of the outstanding principal amount of the Property Schedule on such Prepayment Date; provided, however, that the Prepayment Fee shall not in any event exceed the maximum prepayment fee permitted by applicable law.

**"Net Present Value"** shall mean the amount which is derived by summing the present values of each prospective payment of principal (including mandatory sinking fund redemptions) and interest which, without such full or partial prepayment, could otherwise have been received by the Lessor over the shorter of the remaining contractual life of the Property Schedule. The individual discount rate used to present value each prospective payment of interest and/or principal shall be the Money Market Rate At Prepayment for the maturity matching that of each specific payment of principal and/or interest.

**"Money Market Rate At Prepayment"** shall mean that zero-coupon rate, calculated on the Prepayment Date, and determined solely by the Lessor, as the rate at which the Lessor would be able to borrow funds in Money Markets for the prepayment amount matching the maturity of a specific prospective Property Schedule payment, adjusted for any reserve requirement and any subsequent costs arising from a change in government regulation. A separate Money Market Rate At Prepayment will be calculated for each prospective interest and/or principal payment date.

**"Money Markets"** shall mean one or more wholesale funding markets available to and selected by the Lessor, including negotiable certificates of deposit, commercial paper, Eurodollar deposits, bank notes, federal funds, interest rate swaps or others.

In calculating the amount of such Prepayment Fee, the Lessor is hereby authorized by the Lessee to make such assumptions regarding the source of funding, redeployment of funds and other related matters, as the Lessor may deem appropriate. If the Lessee fails to pay any Prepayment Fee when due, the amount of such Prepayment Fee shall thereafter bear interest until paid at the rate per annum that would be applicable to this Property Schedule following a Rate Increase Trigger Event. The Lessor's internal records of applicable interest rates shall be determinative in the absence of manifest error.

The Lessee hereby acknowledges to the Lessor that the Lessee shall be required to pay the Prepayment Fee with respect to any portion of the principal balance paid before its scheduled due date or the date of a mandatory sinking fund redemption payment with respect thereto, whether voluntarily, involuntarily, or otherwise, including without limitation any principal payment made following default, demand for payment, collection proceedings, foreclosure, sale or other disposition of collateral, bankruptcy or other insolvency proceedings, or otherwise. Such Prepayment Fee shall at all times be an obligation as well as an undertaking by the Lessee to the Lessor whether arising out of a voluntary or mandated prepayment.

9. Private Activity Issue. Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
10. Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.

11. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by October 30, 2020.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: Leon County</b>
By:
Name:
Title:

Attest:
By
Name:
Title:



**EXHIBIT 1****Property Description and Payment Schedule**

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and Leon County.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

**PROPERTY LOCATION:**

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code

USE: Energy Saving - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

**Lease Payment Schedule**

Total Principal Amount: \$16,500,000.00

<b>Payment No.</b>	<b>Due Date</b>	<b>Lease Payment</b>	<b>Principal Portion</b>	<b>Interest Portion</b>	<b>Termination Amount (After Making Payment for said Due Date)</b>
1	6/1/2021	\$200,167.00	\$0.00	\$200,167.00	NA
2	12/1/2021	\$1,065,282.50	\$920,000.00	\$145,282.50	\$16,047,400.00
3	6/1/2022	\$137,181.90	\$0.00	\$137,181.90	\$16,047,400.00
4	12/1/2022	\$1,127,181.90	\$990,000.00	\$137,181.90	\$15,027,700.00
5	6/1/2023	\$128,464.95	\$0.00	\$128,464.95	\$15,027,700.00
6	12/1/2023	\$1,138,464.95	\$1,010,000.00	\$128,464.95	\$13,987,400.00
7	6/1/2024	\$119,571.90	\$0.00	\$119,571.90	\$13,987,400.00
8	12/1/2024	\$1,144,571.90	\$1,025,000.00	\$119,571.90	\$12,931,650.00
9	6/1/2025	\$110,546.78	\$0.00	\$110,546.78	\$12,931,650.00
10	12/1/2025	\$1,155,546.78	\$1,045,000.00	\$110,546.78	\$11,855,300.00
11	6/1/2026	\$101,345.55	\$0.00	\$101,345.55	\$11,855,300.00
12	12/1/2026	\$1,166,345.55	\$1,065,000.00	\$101,345.55	\$10,758,350.00
13	6/1/2027	\$91,968.23	\$0.00	\$91,968.23	\$10,758,350.00
14	12/1/2027	\$1,171,968.23	\$1,080,000.00	\$91,968.23	\$9,645,950.00
15	6/1/2028	\$82,458.83	\$0.00	\$82,458.83	\$9,645,950.00
16	12/1/2028	\$1,182,458.83	\$1,100,000.00	\$82,458.83	\$8,512,950.00
17	6/1/2029	\$72,773.33	\$0.00	\$72,773.33	\$8,512,950.00
18	12/1/2029	\$1,192,773.33	\$1,120,000.00	\$72,773.33	\$7,359,350.00
19	6/1/2030	\$62,911.73	\$0.00	\$62,911.73	\$7,359,350.00
20	12/1/2030	\$1,202,911.73	\$1,140,000.00	\$62,911.73	\$6,185,150.00
21	6/1/2031	\$52,874.03	\$0.00	\$52,874.03	\$6,185,150.00
22	12/1/2031	\$1,212,874.03	\$1,160,000.00	\$52,874.03	\$4,990,350.00
23	6/1/2032	\$42,660.23	\$0.00	\$42,660.23	\$4,990,350.00
24	12/1/2032	\$1,222,660.23	\$1,180,000.00	\$42,660.23	\$3,774,950.00
25	6/1/2033	\$32,270.33	\$0.00	\$32,270.33	\$3,774,950.00
26	12/1/2033	\$1,232,270.33	\$1,200,000.00	\$32,270.33	\$2,538,950.00

27	6/1/2034	\$21,704.33	\$0.00	\$21,704.33	\$ 2,538,950.00
28	12/1/2034	\$1,241,704.33	\$1,220,000.00	\$21,704.33	\$1,282,350.00
29	6/1/2035	\$10,962.23	\$0.00	\$10,962.23	\$1,282,350.00
30	12/1/2035	\$1,255,962.23	\$1,245,000.00	\$10,962.23	\$0.00
<b>TOTAL</b>		<b>\$18,980,838.20</b>	<b>\$16,500,000.00</b>	<b>\$2,480,838.20</b>	

Interest Rate: 1.761%

**Lessee: Leon County**

By:

Name:

Title:

EXHIBIT A

Property Description

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Energy Saving Performance Contract Services

**EXHIBIT 2**

**Lessee's Counsel's Opinion**

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[To be provided on letterhead of Lessee's counsel.]

September 23, 2020

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Leon County  
301 South Monroe ST  
Tallahassee, Florida 32301  
Attention: William Scott Ross

RE: Property Schedule No. 1 dated as of September 23, 2020 to the Master Tax-Exempt Lease/Purchase Agreement dated September 23, 2020 between U.S. Bancorp Government Leasing and Finance, Inc. and Leon County.

Ladies and Gentlemen:

We have acted as special counsel to Leon County ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of September 23, 2020 (the "Master Agreement"), between Leon County, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 1 (the "Property Schedule") dated as of September 23, 2020, pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.

3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

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

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

Title: \_\_\_\_\_

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

**EXHIBIT 3**

**Lessee's General and Incumbency Certificate**

**GENERAL CERTIFICATE**

Re: **Property Schedule No. 1** dated as of September 23, 2020 to the Master Tax-Exempt Lease/Purchase Agreement dated September 23, 2020 between U.S. Bancorp Government Leasing and Finance, Inc. and Leon County.

The undersigned, being the duly elected, qualified and acting \_\_\_\_\_  
(Title of Person to Execute Lease/Purchase Agreement)  
of the Leon County ("Lessee") does hereby certify, as of September 23, 2020, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of September 23, 2020.

Leon County

By \_\_\_\_\_  
Signature of Person to Execute Lease/Purchase Agreement

\_\_\_\_\_  
Print Name and Title of Person to Execute Lease/Purchase Agreement

**INCUMBENCY CERTIFICATE**

Re: **Property Schedule No. 1** dated as of September 23, 2020 to the Master Tax-Exempt Lease/Purchase Agreement dated as of September 23, 2020 between U.S. Bancorp Government Leasing and Finance, Inc. and Leon County.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the Leon County ("Lessee") does hereby certify, as of September 23, 2020, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

\_\_\_\_\_  
(Signature of Person to Execute Lease/Purchase Agreement)

\_\_\_\_\_  
(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of September 23, 2020.

\_\_\_\_\_  
Secretary/Clerk

Print Name  
and Title: \_\_\_\_\_

EXHIBIT 4

Payment of Proceeds Instructions

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Intentionally Omitted.



EXHIBIT 5

Acceptance Certificate

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Intentionally Omitted.

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and Leon County

**PLEASE CHECK EITHER:**

**Bank Qualified Tax-Exempt Obligation under Section 265**

\_\_\_\_\_ Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

\_\_\_\_\_ Not applicable.

**Arbitrage Rebate**

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

***Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.***

Lessee: Leon County
By:
Name:
Title:

\*Please be sure to select **ONE** option above.

**Language for UCC Financing Statements**

**Property Schedule No. 1**

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: Leon County

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. 1 dated September 23, 2020 to that certain Master Tax-Exempt Lease Purchase Agreement dated as of September 23, 2020, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

## Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of September 23, 2020 and the related Property Schedule No. 1 dated September 23, 2020, between Lessor and Lessee (the "Agreement").

- \_\_\_\_\_ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- X   Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- \_\_\_\_\_ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- \_\_\_\_\_ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- \_\_\_\_\_ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

<b>Lessee: Leon County</b>
By:
Name:
Title:

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of September 23, 2020 by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Lessor*"), Leon County ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of September 23, 2020 (the "*Master Agreement*") and a Property Schedule No. 1 thereto dated September 23, 2020 (the "*Schedule*") and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$16,500,000.00, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are

permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's acceptance fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessee's authorized signatures are provided in Exhibit 5 attached hereto. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Final Acceptance Certificate form attached as Exhibit 4 hereto.

Escrow Agent is authorized but shall not be required to seek confirmation of such instructions by telephone call-back to any person designated by the instructing party on Exhibit 5 hereto, and Escrow Agent may rely upon the confirmation of anyone purporting to be a person so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated representatives identified in Exhibit 5, Escrow Agent is hereby authorized but shall be under no duty to seek confirmation of such instructions by telephone call-back to any one or more of Lessee's or Lessor's executive officers ("Executive Officers"), as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Lessee and Lessor agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Lessee and Lessor to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank so designated. Lessee and Lessor acknowledge that these optional security procedures are commercially reasonable.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate upon the distribution of all the amounts in the Escrow Fund pursuant to any applicable provision of this Agreement, and Escrow Agent will thereafter have no further obligation or liability whatsoever with respect to this Agreement.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice to Lessee and Escrow Agent. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, (d) by facsimile with a confirmed receipt or (e) by email by way of a PDF attachment thereto. Notice shall be effective upon receipt except for notice via email, which shall be effective only when the Recipient, by return email or notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section).

Escrow Agent shall have the right to accept and act upon any notice, instruction, or other communication, including any funds transfer instruction, (each, a "Notice") received pursuant to this Agreement by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) and shall not have any duty to confirm that the person sending such Notice is, in fact, a person authorized to do so. Electronic signatures believed by Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider identified by any other party hereto and acceptable to Escrow Agent) shall be deemed original signatures for all purposes. Each other party assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to Escrow Agent, including without limitation the risk of Escrow Agent acting on an unauthorized Notice, and the risk of interception or misuse by third parties.

Notwithstanding the foregoing, Escrow Agent may in any instance and in its sole discretion require that a Notice in the form of an original document bearing a manual signature be delivered to Escrow Agent in lieu of, or in addition to, any such electronic Notice.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. Bancorp Government Leasing and Finance, Inc., as Lessor
By:
Name:
Title:
Address: 13010 SW 68 <sup>th</sup> Parkway, Suite 100 Portland, OR 97223

Leon County, as Lessee
By:
Name:
Title:
Address: 301 South Monroe ST Tallahassee, Florida 32301

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: U.S. Bank National Association Global Corporate Trust 950 17 <sup>th</sup> Street, 5 <sup>th</sup> Floor Denver, CO 80202



**EXHIBIT 1**

**U.S. BANK NATIONAL ASSOCIATION  
MONEY MARKET ACCOUNT AUTHORIZATION FORM  
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

**AUTOMATIC AUTHORIZATION**

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

Leon County

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Directing Party

\_\_\_\_\_  
Trust Account Number – includes existing and  
future sub-accounts unless otherwise directed

\_\_\_\_\_  
Title/Date

## EXHIBIT 2

### Schedule of Fees for Services as Escrow Agent Equipment Lease Purchase Escrow

CTS01010A	<b>Acceptance Fee</b> The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04460	<b>Escrow Agent</b> Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	WAIVED
	<b>Direct Out of Pocket Expenses</b> Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	<b>Extraordinary Services</b> Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

#### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

**To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.**

**For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.**

**EXHIBIT 3**  
**REQUISITION REQUEST**

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of September 23, 2020 (the "*Escrow Agreement*") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "*Lessor*"), Leon County (the "*Lessee*"), and U.S. Bank National Association (the "*Escrow Agent*"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease Purchase Agreement dated as of September 23, 2020 (the "*Master Agreement*") and Property Schedule No. 1 thereto dated September 23, 2020 (the "*Schedule*" and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

Pursuant to Section 6(b) of the above-referenced Escrow Agreement, Lessor and Lessee hereby instruct Escrow Agent to disburse funds from the Escrow Account to Payee, as provided below:

**Payee:** \_\_\_\_\_  
**Amount:** \_\_\_\_\_

**Wire/ACH**

Bank Name:  
Bank Address:  
ABA No.:  
Account Name:  
Account No.:

**Check**

Name:  
Address 1:  
Address 2:  
City/State  
Zip Code:

**Payee:** \_\_\_\_\_  
**Amount:** \_\_\_\_\_

**Wire/ACH**

Bank Name:  
Bank Address:  
ABA No.:  
Account Name:  
Account No.:

**Check**

Name:  
Address 1:  
Address 2:  
City/State  
Zip Code:

**Payee:** \_\_\_\_\_  
**Amount:** \_\_\_\_\_

**Wire/ACH**

Bank Name:  
Bank Address:  
ABA No.:  
Account Name:  
Account No.:

**Check**

Name:  
Address 1:  
Address 2:  
City/State  
Zip Code:

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.
3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.

4. The Equipment is covered by insurance in the types and amounts required by the Agreement.
5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.
6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

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

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: Leon County</b>
By:
Name:
Title:

**Exhibit 4**

**Final Acceptance Certificate**

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and Leon County

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

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

<b>Lessee: Leon County</b>
By:
Name:
Title:

**Exhibit 5**

Each of the following person(s) is a **Lessee Representative** authorized to execute escrow documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Recipient's behalf (only one signature required):

_____ Name	_____ Specimen signature	_____ Telephone No
_____ Name	_____ Specimen signature	_____ Telephone No
_____ Name	_____ Specimen signature	_____ Telephone No

*(Note: if only one person is identified above, please add the following language:)*

The following persons (not listed above) are authorized for call-back confirmations:

_____ Name	_____ Telephone Number
_____ Name	_____ Telephone Number
_____ Name	_____ Telephone Number

**Exhibit 6**

**Class Action Negative Consent Letter**

September 23, 2020

Leon County  
301 South Monroe ST  
Tallahassee, Florida 32301

RE: USBGLF/Leon County - - Class Action Litigation Claims

Dear William Scott Ross:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,  
Mike McGuire  
Vice President  
303.585.4594

☐ No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

\_\_\_\_\_  
Authorized Signature

## INSURANCE AUTHORIZATION AND VERIFICATION

Date: September 23, 2020

Property Schedule No. 1

To: Leon County (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the  
"Lessor")  
1310 Madrid Street  
Marshall, MN 56258

**TO THE LESSEE:** In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee\* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

**Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.**

**Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).**

**Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$16,500,000.00, with deductibles no more than \$25,000.00.**

*\*Lessee: Please execute this form and return with your document package. Please fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements.*

**By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.**

Agency/Agent:		
Address:		
Phone/Fax:		
Email:		

<b>Lessee: Leon County</b>
By:
Name:
Title:

**TO THE AGENT:** *In lieu of providing a certificate, please execute this form in the space below and promptly send a PDF scan to Lessor at: [EF.Docs.GLF@usbank.com](mailto:EF.Docs.GLF@usbank.com) - This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.*

**Agent hereby verifies that the above requirements have been met in regard to the Property listed below.**

Print Name of Agency: X \_\_\_\_\_

By: X \_\_\_\_\_  
(Agent's Signature)

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

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

**Insurable Value: \$16,500,000.00**

**ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO. 1**



## EXHIBIT B

### FORM OF DISCLOSURE LETTER

The undersigned, as lessor, proposes to negotiate with Leon County, Florida (the "Lessee") for the execution and delivery of the Master Tax-Exempt Lease/Purchase Agreement (the "Agreement"), as such term is defined therein. Prior to the execution and delivery of the Agreement, the following information is hereby furnished to the Lessee:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Lessor") in connection with the execution and delivery of the Agreement (any such fees and expenses to be paid by the Lessee):

\_\_\_\_\_, Counsel to Lessor, \$\_\_\_\_\_

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lessor in connection with the execution and delivery of the Agreement to any person not regularly employed or retained by the Lessor (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lessor, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lessor, or to the knowledge of the Lessor, with the Lessee, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Lessee and the Lessor or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Lessor.

3. The amount of the upfront fee or spread expected to be realized by the Lessor is \$0.

4. The management fee to be charged by the Lessor is \$0.

5. Truth-in-Bonding Statement:

The Agreement is being executed and delivered to finance the acquisition and installation of Equipment as such term is defined in the Agreement.

The Agreement is payable from non-ad valorem revenues of the Lessee, in the manner and to the extent described in the Agreement. Execution and delivery of the Agreement is estimated to result in a maximum of \$\_\_\_\_\_ of revenues of the Lessee not being available to finance the services of the Lessee in each year during the life of the Agreement.

6. The name and address of the Lessor is as follows:

U.S. Bancorp Government Leasing and Finance, Inc.  
P.O. Box 959067  
St. Louis, MO 63179-9067  
Attention: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Lessor this \_\_ day of \_\_\_\_\_, 2020.

U.S. BANCORP GOVERNMENT LEASING AND  
FINANCE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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 15<sup>th</sup> day of September, 2020.

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:  
Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

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

# FISCAL YEAR 2019/2020 BUDGET AMENDMENT REQUEST

No: BAB20030  
Date: 8/27/2020

Agenda Item No: \_\_\_\_\_  
Agenda Item Date: 9/15/2020

County Administrator

Deputy County Administrator

Vincent S. Long

Alan Rosenzweig

## Request Detail

### Revenues

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
323	000	384100	000	Debt Proceeds-ESCO 2020	-	16,500,000	16,500,000
<b>Subtotal:</b>						16,500,000	

### Expenditures

Account Information					Current Budget	Change	Adjusted Budget
<i>Fund</i>	<i>Org</i>	<i>Acct</i>	<i>Prog</i>	<i>Title</i>			
323	086083	53100	526	ESCO-Professional Services	-	5,000,000	5,000,000
323	086083	56201	526	ESCO-Building Improvements	-	3,500,000	3,500,000
323	086083	56400	526	ESCO-Machinery & Equipment		8,000,000	8,000,000
<b>Subtotal:</b>						16,500,000	

## Purpose of Request

This amendment appropriates funding for expenditures associated with equipment replacement related to energy saving infrastructure facilities improvements associated with the County Energy Performance Contract(ESCO) lease financing agreement. The financing of the project will be over a 15-year term. The annual capital contribution towards the projects will be \$650,000, with the remaining portion of the annual payment funded through utility savings. These payment will be established in a debt service fund beginning in FY 2022.

Division/Department  
2501/25

Budget Manager

Scott Ross, Director, Office of Financial Stewardship

Approved By: Resolution ☒

Motion ☐

Administrator ☐



August 19, 2020

## Recommendation Memorandum

To: Scott Ross – Director  
From: Jeremy Niedfeldt, Director – PFM Financial Advisors LLC  
Re: Master Tax-Exempt Lease Purchase (ESCO), Series 2020 – Recommendation Memorandum

---

PFM Financial Advisors LLC (“PFM”) was engaged by Leon County, Florida (the “County”) to serve as financial advisor for the County’s proposed issuance of an Energy Note or Lease (the “2020 Note” or “2020 Lease”) to finance expenses related to the purchase and installation of equipment related to energy conservation measures and pay the costs of issuance. Based on the County’s preference for a repayment term (15 years), low cost of issuance, and recent aggressive bids received from banks for comparable transactions, PFM recommended the County pursue a privately placed direct bank loan/lease, which in today’s market was expected to be an efficient and cost effective method of financing.

At the County’s direction, PFM distributed a request for proposals (“RFP”) on July 16, 2020 to a list of local, regional and national financial institutions to identify the institution that could provide the County with a tax-exempt fixed rate, non-bank qualified term loan or lease at the lowest overall borrowing cost, pursuant to certain conditions as determined by the County. Prior to the submittal deadline (2:00 pm on August 13, 2020) the County received six (6) proposals from the following institutions: BofA, Capital One, Hancock Whitney, Synovus, Truist & Us Bank. A summary of each proposal is included as **Exhibit A**.

Based on PFM’s review and discussions with the County staff and Bond Counsel, it was determined that US Bank provided the best combination of interest rate and terms most favorable to the County. US Bank offered a lease with a fixed, 15-year, tax-exempt interest rate of 1.761% as of the proposal submittal date. US Bank also offered prepayment flexibility after 13 months, in full, at the lesser of a make whole call or 3% premium, at the option of the County. The interest rate is locked through the closing date of September 23, 2020.

Based on the interest rate and acceptable terms and conditions provided in their proposal, PFM recommends selecting US Bank as the loan provider for the 2020 Lease. We anticipate bringing the Lease Agreement along with an Authorizing Resolution to the Board of County Commissioners for final consideration at the September 15, 2020 meeting. If you have any questions, please feel free to contact me at 407-949-2248 or [niedfeldtj@pfm.com](mailto:niedfeldtj@pfm.com).



## **Exhibit A**

### **Summary of Proposals**



Leon County, Florida  
Electric Note, Series 2020 (ESCO)  
RFP Summary

	BofA	Capital One	Hancock Whitney
<b>Contact Information</b>	Ben Taube Senior Vice President 404.858.9187 ben.taube@bofa.com	Jaci Bretz Vice President 631.457.9582 jaci.bretz@capitalone.com	Mark Stanley Senior Vice President 504.312.2286 mark.stanley@hancockwhitney.com
<b>Facility</b>	Lease	Loan	Loan Hancock Whitney to act as placement agent to an institutional purchaser
<b>Draw Flexibility</b>	Fully funded at close	Fully funded at close	Does not specify
<b>Tax-Exempt Interest Rate</b> <i>(12/1/2035 unless otherwise noted)</i>	1.767%	2.170%	15 years: 2.56% (9yr MMD + 2.02%) 20 years: 2.65% (12 yr MMD + 1.91%) 25 years: 2.78% (15 yr MMD + 1.86%)
<b>Rate Set Calculation</b>	Fixed; subject to rate lock agreement	Fixed	Indicative; subject to rate lock agreement
<b>Rate Locked to Closing, or Date to be Set</b>	60 days upon rate lock agreement	9/23/2020	To close upon rate lock agreement
<b>Prepayment Provisions</b>	Prepayable in whole but not in part at 102%	No call until 12/1/28, then in whole at par on any interest date	Prepayable at par on 12/1/30
<b>Legal/Other Fees</b>	\$0	\$0	\$6,000 legal, \$100,000 placement agent fee
<b>Other Conditions &amp; Notes</b>	a) Subject to final credit approval b) Term sheet expiration: 8 days c) Terms of this proposal shall supersede terms in the RFP d) Interest rate subject to change due to material market disruption e) Gross-up language in the event of taxability	a) Term sheet expiration: 8/20/20; shall expire on 9/23/20 once accepted b) Subject to final credit approval	a) Purchaser to buy note for its own account but reserves the right to assign b) Purchaser may require CUSIPS c) Interest rates subject to change due to material market disruption d) CAFR due within 270 days of fiscal year end



Leon County, Florida  
Electric Note, Series 2020 (ESCO)  
RFP Summary

	Synovus	Truist	US Bank
<b>Contact Information</b>	LeeAnn Kirwin Vice President 239.287.5263 leeannkirwin@synovus.com	Andy Smith Senior Vice President 803.251.1328 agsmith@bbandt.com	Denise Beauchamp Vice President 904.284.3520 denise.beauchamp@usbank.com
<b>Facility</b>	Loan	Loan	Lease
<b>Draw Flexibility</b>	Option A) Fully funded at close Option B) 12 month draw period	Fully funded at close	Fully funded at close
<b>Tax-Exempt Interest Rate</b> (12/1/2035 unless otherwise noted)	2.320%	1.990%	1.761%
<b>Rate Set Calculation</b>	Fixed	Fixed	Fixed
<b>Rate Locked to Closing, or Date to be Set</b>	9/23/2020	9/27/2020	10/30/2020
<b>Prepayment Provisions</b>	Prepayable anytime at par	Option A) Prepayable in whole at anytime with a 1% penalty Option B) Non-callable for first half of term, then prepayable in whole without penalty	Prepayable after 13 months, in full, at the lesser of a make whole or 103% penalty, at the option of the Lessee
<b>Legal/Other Fees</b>	\$7,500	\$10,000	Does not specify
<b>Other Conditions &amp; Notes</b>	a) CAFR due within 270 days of fiscal year end b) Budget due within 45 days of adoption c) Default Rate: lesser of 5% + Bank's Prime Rate or the maximum legal rate d) Gross-up language in the event of taxability due to actions or inactions of the County e) Term sheet expiration: 60 days	a) ABT: 1.10x b) Gross-up language in the event of taxability c) Default Rate: Interest rate + 2% d) CAFR due within 270 days of fiscal year end	a) Subject to final credit approval



PROJECT LIST

PRIORITY	INCLUDE	ECM COUNT	ECM DESCRIPTION	TOTAL PROJECT COST
			<b>Global Measures</b>	
1	X	1	Lighting Upgrades	\$ 1,408,110
1	X	2	Water Conservation	\$ 1,157,919
1	X	3	Envelope/Weatherization	\$ 104,025
			<b>Courthouse</b>	
1	X	4	DDC Controls	\$ 702,468
1	X	5	HVAC - AHU Replacements	\$ 1,652,353
			<b>Bank of America and Annex</b>	
1	X	9	DDC Controls	\$ 424,905
			<b>Leroy Collins Library Downtown</b>	
1	X	13	DDC Controls	\$ 543,882
1	X	14	HVAC - AHU Replacements	\$ 1,041,910
			<b>Detention</b>	
1	X	19	DDC Controls	\$ 1,761,700
1	X	20	HVAC - AHU Replacements	\$ 1,440,183
1	X	21	HVAC - Makeup Air Units	\$ 178,818
2	X	22	HVAC - Fan Coil Units	\$ 300,527
1	X	24	HVAC - Chilled Water/Condenser Pumps Replacement	\$ 441,226
1	X	25	HVAC - Cooling Tower Refurbishment/Replacement	\$ 947,409
1	X	27	HVAC - Chiller Replacement	\$ 1,296,290
			<b>Sheriff's Admin Complex</b>	
1	X	28	DDC Controls	\$ 912,450
1	x	29	HVAC - AHU Replacement, MZ to VAV Conversion	\$ 1,959,200
			<b>Public Works and Fleet</b>	
1	X	30	DDC Controls	\$ 183,005
1	X	31	HVAC - AHU Replacements	\$ 256,243
			<b>BL Perry Library</b>	
1	X	40	DDC Controls	\$ 74,946
			<b>Northeast Library</b>	
1	X	41	DDC Controls	\$ 75,913
			<b>Southside Health (RL) Clinic</b>	
1	X	42	DDC Controls	\$ 64,464
				<b>\$ 16,927,945</b>

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #24**

# Leon County Board of County Commissioners

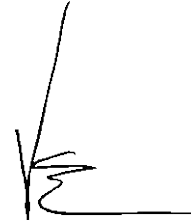
## Agenda Item #24

September 15, 2020

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

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

**Title:** Renewal of the Enterprise Agreement for Microsoft Licensing



<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Michelle Taylor, Chief Information Officer Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Shelly Kelley, Director, Purchasing Norberto Chan, Information Technology Director Alan Russell, IT Coordinator-Systems

### **Statement of Issue:**

This agenda item seeks Board approval to the three-year renewal of the County's Enterprise Agreement for Microsoft licensing.

### **Fiscal Impact:**

This item has a fiscal impact. The \$680,085 annual cost was anticipated, and adequate funding is available and included in the FY 2021 Tentative Budget. The total cost over the three years is \$2,040,255.

### **Staff Recommendation:**

Option #1: Approve the renewal of the Enterprise Agreement for Microsoft Licensing and authorize the County Administrator to execute a three-year agreement with Software House International for a total amount of \$2,040,255.

## **Report and Discussion**

### **Background:**

This item seeks Board approval to utilize cooperative purchasing (piggybacking) to renew the Microsoft Licensing Enterprise Agreement through a three-year agreement with Software House International (SHI) for a total amount not to exceed \$2,040,255 (Attachment #2).

Pursuant to the Purchasing Policy No. 96-1, Section 5.12, the County may take advantage of cooperative purchasing agreements when it is in the best interest of the County as determined by the award thresholds authorized in the policy. The renewal of the Microsoft Licensing can be acquired through a State of Florida competitively bid contract, titled Licensing Solutions Providers (LSP) of Microsoft Software and Services, State Term Contract number: 43230000-15-02 (Attachment #1). The contract contains cooperative purchasing language, allowing the County to utilize this contract. The Office of Information Technology and Purchasing Division agree that this is the most cost-effective and efficient way to procure the necessary software licenses.

In 2017, the Board directed and approved a migration from the County's Groupwise email platform to Microsoft Outlook as included in the County's FY2017-FY2021 Strategic Plan. Microsoft Office tools such as Word, Excel, and PowerPoint were already being utilized and adding the Office 365 suite to the collection allowed the advantage of interconnectivity with the entire suite of products. Microsoft's Office 365 suite of products allowed the smooth transition for some employees to Work-from-Home necessitated by the COVID-19 pandemic. As an example, TEAMS allows many departments to create common work and meeting areas that allows for remote collaboration, OneDrive allows documents to be easily accessible at work or at home, and O365 Outlook allows easy access to email from work, home, or while mobile.

### **Analysis:**

The Microsoft O365 subscription licenses cover three years. The Microsoft Office 365 desktop suite provides enterprise licensing to Leon County Government and all Constitutional offices, except the Property Appraiser (the Property Appraiser maintains a separate licensing agreement). There is a total of 2,670 users, including 1,073 for Leon County Government, 854 for the Sheriff's Office and the balance for the judiciary and other constitutional officers. In addition to the individual user licenses, the subscription provides licensing for enterprise software as well. The authorization for this renewal allows the County to seamlessly continue to utilize Microsoft O365. The per year cost is \$680,085, with the total cost for the three years equaling \$2,040,255. Funds are contemplated in the FY 2021 Tentative Budget.

**Options:**

1. Approve the renewal of the Enterprise Agreement for Microsoft licensing and authorize the County Administrator to execute a three-year agreement with Software House International for a total amount of \$2,040,255.
2. Do not approve the renewal of the Enterprise Agreement for Microsoft licensing and do not authorize the County Administrator to execute a three-year agreement with Software House International for a total amount of \$2,040,255.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Microsoft Licensing Enterprise Agreement
2. Official Quote



## Volume Licensing

### Enterprise Agreement

Amendment ID CTM

Agreement number

~~01E73214~~  
01E73902

000-kayleed-S-070

This amendment (the "Amendment") is entered into between the parties identified in the signature block. It amends the Enterprise Agreement (the "Agreement") identified above. All terms used but not defined in this Amendment will have the same meanings provided in the Agreement, excluding any definitions provided in documents or websites stated in the Agreement as incorporated by reference, but by way of this Amendment, not incorporated.

Notwithstanding anything to the contrary in the Agreement as amended, including the two documents incorporated by reference, or in any Enrollment, the parties agree to amend the Agreement as follows:

- 1) The third paragraph on the first page is hereby amended to read as follows:

*This Agreement, for purposes of the relationship between Microsoft and Customer, consists of these Agreement terms and conditions, including any amendments.*

*This Agreement, for purposes of the Enrolled Affiliates, consists of (1) these Agreement terms and conditions, including any amendment and the signature form and all attachments identified therein, (2) the Product List, (3) the Use Rights applicable to Products licensed under this Agreement, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.*

- 2) The fourth paragraph on the first page is hereby amended to read as follows:

*Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts>.*

- 3) The following additional paragraph is hereby added to the first page under the title "Terms and Conditions" and before Section 1, "Definitions":

*The acronyms, titles, words and phrases herein shall be construed according to their plain meaning, in light of the context and subject matter, unless expressly defined otherwise in the Agreement as amended.*

- 4) The definition of "Affiliate" is hereby amended to read as follows:

"Affiliate"

- a. with regard to Customer is subject to Rule 60A-1.005 of the Florida Administrative Code,
- (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
  - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

- (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft;

- 5) The definition of "Trade Secret" is hereby amended to read as follows:

*"Trade Secret" is as defined under section 812.081, Florida Statutes.*

- 6) The definition of "Reseller" is hereby amended to read as follows:

*"Reseller" means a Licensing Solutions Provider authorized by Microsoft to resell Licenses pursuant to the terms of this Agreement and selected by the Customer to resell Licenses to Enrolled Affiliates;*

- 7) Section 2.d. of the Agreement, "How Enrolled Affiliates acquire Licenses", is hereby amended to read as follows:

*How Enrolled Affiliates acquire Licenses. An Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Customer will provide Reseller with regular updates indicating Reseller products approved for purchase by Enrolled Affiliates, and identify these products on the Customer's website. Orders will be made out to and submitted to the Enrolled Affiliate's Reseller. Microsoft will invoice that Reseller according to the terms in the applicable Enrollment.*

- 8) Section 2.e. of the Agreement, "Choosing and maintaining a Reseller", is hereby amended to read as follows:

*Choosing and maintaining a Reseller. Customer must choose and maintain a Reseller or multiple Resellers authorized in the United States. Enrolled Affiliate must use the Reseller(s) Customer has authorized to service this Agreement.*

- 9) Section 6.c. of the Agreement, "Mid-term termination for non-appropriation of Funds", is hereby amended to read as follows:

*Mid-term termination for non-appropriation of Funds. Customer may terminate this Agreement or an Enrolled Affiliate an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Customer or the Enrolled Affiliate for such purpose. Per section 287.0582, Florida Statutes, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.*

- 10) The second paragraph of Section 6.d. of the Agreement, "Termination for cause", is hereby amended to read as follows:

*Termination for cause. If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help try to resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate the effected Enrollment(s) that gave rise to the breach. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described below.*

- 11) Section 6.f.(i) of the Agreement, "Effect of termination or expiration" is hereby amended to read as follows:

- (f) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments or any order of any kind, including subscription services, remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable *subject to the Enrolled Affiliate's agreement with the Reseller.*

- 12) Section 7.e. of the Agreement, "Restrictions on use", is hereby amended to read as follows:

**Restrictions on use.** Enrolled Affiliate must not (and must not attempt to) reverse engineer, decompile, or disassemble any Product or Fix. Except as expressly permitted in this agreement, *Enrolled Affiliates* must not (1) separate and run parts of a Product on more than one computer, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or host any Product, or Fix.

- 13) Section 8 of the Agreement, "Confidentiality", the first paragraph is hereby amended to read as follows:

*The terms and conditions of this Agreement are not confidential.*

"Confidential Information" is non-public information that is designated "confidential", *proprietary*, or "trade secret" by Microsoft or an Enrolled Affiliate and which is protected from unlawful disclosure by applicable federal law or applicable state law. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) was lawfully known or received by the receiving party without an obligation to keep it confidential, (c) is independently developed, or (d) is a comment or suggestion one party volunteers about the other's business, products or services.

- 14) A new Section 9.e., entitled "Location of Customer Data at Rest" is hereby added to the Agreement:

**Location of Customer Data at Rest.** Microsoft will store Customer Data at rest within certain major geographic areas (each, a Geo) as follows:

- **Office 365 Services.** If Customer provisions its tenant in the United States or the EU, Microsoft will store the following Customer Data at rest within that Geo: (1) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments) and (2) SharePoint Online site content and the files stored within that site.
- **Microsoft Intune Online Services.** When Customer provisions a tenant account, Customer selects an available Geo where Customer Data at rest will be stored. Microsoft will not transfer the Customer Data outside of Customer's selected Geo except as noted in the "Data Location" section of the Microsoft Intune Trust Center.
- **Microsoft Azure Core Services.** If Customer configures a particular service to be deployed within a Geo then, for that service, Microsoft will store Customer Data at rest within the specified Geo. Certain services may not enable Customer to configure deployment in a particular Geo or outside the United States and may store backups in other locations, as detailed in the Microsoft Azure Trust Center (which Microsoft may update from time to time, but Microsoft will not add exceptions for existing Services in general release).
- **Microsoft Dynamics CRM Online Services.** For entities managed by the Microsoft Dynamics CRM Online Service, if Customer provisions its tenant in the United States or EU, Microsoft will store Customer Data at rest in the United States or EU, as applicable.

Microsoft does not control or limit the regions from which Customer or Customer's end users may access or move Customer Data.

- 15) Section 11.a. of the Agreement, the paragraph entitled "Defense of third party claims by Microsoft", is hereby amended and restated in its entirety as follows:



**By Microsoft.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party (1) that any Product or Fix infringes its patent, copyright, or trademark or makes unlawful use of its Trade Secret; or (2) that arises from Microsoft's provision of an Online Service in violation of subsection (a) of the section titled "Compliance and applicable laws, privacy, and security" above. Microsoft will pay the amount of any resulting adverse final judgment or approved settlement. *Microsoft's obligations under this section 11.a will not apply to the extent that the claim or award is based on:*

- (i) *Customer Data*
- (ii) *non-Microsoft software;*
- (iii) *modifications to a Product or Fix Enrolled Affiliate makes or any specifications or materials Enrolled Affiliate provides;*
- (iv) *Enrolled Affiliate's combination of the Product or Fix with (or damages based on the value of) a non-Microsoft product, data, or business process;*
- (v) *Enrolled Affiliate's use of a Microsoft trademark without express, written consent or the use or redistribution of a Product or Fix in violation of this Agreement;*
- (vi) *Enrolled Affiliate's use of a Product or Fix after Microsoft notifies Enrolled Affiliate to discontinue that use due to a third party claim;*
- (vii) *Products or Fixes provided free of charge;*
- (viii) *Any Trade Secret claim, where Customer or Enrolled Affiliate acquires the Trade Secret (1) through improper means; (2) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (3) from a person (other than Microsoft or its Affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the Trade Secret;*
- (ix) *Any Customer Data or non-Microsoft software Microsoft hosts on Customer's behalf infringes the third party's patent, copyright, or trademark or makes intentional unlawful use of its Trade Secret; or*
- (x) *Customer's or its Enrolled Affiliate's violation of subsection (a) of the section titled, "Compliance and applicable laws, privacy, and security" above; a violation of the legal rights of others; or unauthorized access to or disruption of any service, data, account, or network in connection with the use of the Online Services.*

*In addition, Customer agrees that:*

- (a) *Any Customer Data or non-Microsoft software that Microsoft hosts will not infringe on any third party's patent, copyright, or trademark nor make intentional unlawful use of any third party's Trade Secret; and*
- (b) *Customer or its Enrolled Affiliate will not violate its obligations of subsection (e) of the section titled, "Compliance and applicable laws, privacy, and security" above.*
- (c) *Customer will not:*
  - (i) *Provide or make available Customer Data, non-Microsoft software, modifications Enrolled Affiliate makes to a Product or Fix that infringes a third party's patent, copyright, or trademark or makes intentional unlawful use of its Trade Secret;*
  - (ii) *Combine a Product or Fix with a non-Microsoft product, service, data or business process;*
  - (iii) *Modify any Product or Fix;*
  - (iv) *Redistribute the Product or Fix, or use such Product or Fix for the benefit of any unaffiliated third party, except as expressly permitted by this Agreement and the Online Services Terms;*
  - (v) *Use our trademark(s) without our express written consent to do so; and*
  - (vi) *Intentionally use or disclose a third party's Trade Secret.*

*Any violation of the foregoing will be deemed a material breach of this Agreement and the Online Services Terms.*

- 16) Section 11.b. of the Agreement, "Defense of third party claims By Enrolled Affiliate" is stricken in its entirety. The section number is reserved.

- 17) Section 13.c. of the Agreement, "Verifying compliance – Remedies for non-compliance", is amended to read as follows:

**Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 60 days, (1) Enrolled Affiliate must order sufficient licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. *For clarity, Enrolled Affiliate's use of Products or Online Services in accordance with true-up requirements as set forth in the Enterprise Enrollment is not unlicensed use.* If there is no unlicensed use, Microsoft will not undertake another verification of the same Enrolled Affiliate for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

- 18) Section 14.f. of the Agreement, "Applicable law; dispute resolution" is hereby amended to read as follows:

**Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws jurisprudence. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state. *The exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be an appropriate state court in Leon County, Florida.*

- 19) Section 14.i. of the Agreement, "Order of precedence", is hereby amended to read as follows:

**Order of precedence.** Solely regarding the relationship between Microsoft and an Enrolled Affiliate per section 1), above, in the case of a conflict between any documents in the Agreement, as amended, the terms will control in the following order of descending priority: (1) this Agreement as amended, (2) any Enrollment as amended, (3) the Product List and Use Rights incorporated by reference at <http://www.microsoft.com/licensing/contracts>, or successor site (4) orders submitted under this Agreement, and (6) any other documents incorporated by reference into an Enrollment at <http://www.microsoft.com/licensing/contracts>, or successor site. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

- 20) A new Section 14.s. entitled, "Cooperation with the Inspector General", is hereby added to the Agreement:

**Cooperation with the Inspector General.** Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the Inspector general in any investigation, audit, inspection, review, or hearing directly and reasonably related to this Agreement.

For the avoidance of doubt, this provision will, to the extent permitted by Florida law, not be construed to permit the inspector general, Customer, or any Affiliates the right to investigate, audit, inspect, or review any Microsoft data center(s) or any confidential records or other information that may exist between Microsoft and its partners pertaining to this Agreement.

- 21) A new Section 14.t. entitled, "No financial obligation" is hereby added to the Agreement:

**No financial obligation.** No financial obligation of any kind is created as a result of the Agreement.

- 22) A new Section 14.u. entitled, "Inability to Indemnify or Hold Harmless" is hereby added to the Agreement:

**Inability to Indemnify or Hold Harmless.** Customer and all Enrolled Affiliates that are state agencies or subdivisions, as defined in section 768.28, Florida Statutes, have no statutory authority to indemnify or hold harmless. Nothing in this Agreement as amended shall be construed as an obligation for Customer or an Affiliate to hold Microsoft harmless, to indemnify Microsoft, or to defend Microsoft and its suppliers from and against any claims or lawsuits, including attorney's fees for any reason whatsoever. Nothing in this Agreement as amended shall be construed to be a waiver of sovereign immunity by the Customer or the Enrolled Affiliate to which sovereign immunity applies. Nothing in this Agreement as amended shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter.

- 23) A new Section 14.v. entitled, "Public Records" is hereby added to the Agreement:

**Public Records.**

- a. Florida law governs the responsibilities and obligations related to maintaining records marked by Microsoft as "trade secret," "proprietary" or as "confidential" information ("Confidential Information"). Such responsibilities and obligations related to Confidential Information will continue so long as the Customer or Enrolled Affiliate possess Confidential Information of Microsoft. Only documents marked as trade secret, proprietary, or as confidential information will be protected from unlawful disclosure by the Customer and Enrolled Affiliate as trade secret, proprietary, or as confidential.
- b. Microsoft will be solely responsible for defending their claims of trade secret, proprietary or confidentiality. Customer and/or Enrolled Affiliate will provide reasonable non-monetary assistance in defending claims arising under this paragraph.
- c. The parties understand that Microsoft is not acting on behalf of Customer or Enrolled Affiliates under this Agreement as that is understood under section 119.0701, Florida Statutes, nor that services are being supplied under this Agreement.

- 24) A new Section 14.w. entitled, "Ownership" is hereby added to the Agreement:

**Ownership.** Intellectual property ownership of preexisting software used by an Enrolled Affiliate pursuant to an Enrollment will remain with Microsoft.

- 25) A new Section 14.x. entitled, "Responsibility" is hereby added to the Agreement:

**Responsibility.** The Customer and Enrolled Affiliates are only responsible for costs or damages that arise from the acts or omissions of their employees, and only to the extent allowable under Florida law.

- 26) A new Section 14.y. entitled, "Indemnification" is hereby added to the Agreement:

**Indemnification.** The Customer does not indemnify any entity as a result of executing the Agreement and Enrolled Affiliates do not indemnify any entity as a result of executing any Enrollments that arise from the Agreement.

- 27) A new Section 14.z. entitled, "Void Provisions" is hereby added to the Agreement:

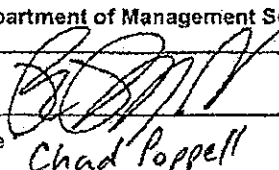
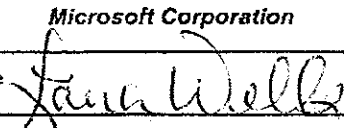
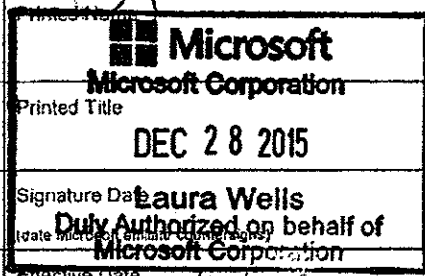
**Void Provisions.** Provisions of the Agreement that are prohibited under Florida constitutional or statutory provision, or Florida judicial decision, are void.

- 28) A new Section 14.a.a. entitled, "Qualifying State Agency Pricing", is hereby added to the Agreement:

**Qualifying State Agency Pricing.** As to Qualifying State Agencies that have executed an Enterprise Enrollment prior to expiration of Enterprise Agreement No. 01E73214, the monthly per-user Reseller price and payment terms for O365 G3 will remain set at

the 70K Level pricing through expiration of the Enrolled Affiliates' Enterprise Enrollment.

Except for changes made by this amendment, all terms of this Agreement remain unchanged. By signing below, the parties agree to be bound by the terms of the Enterprise Agreement for State and Local with the Document Code of X20-10207 as modified by this amendment.

Name of Entity *	Florida Department of Management Services	Microsoft Corporation
Signature *		Signature 
Printed Name	Chad Poppell	
Printed Title *	Secretary	Printed Title DEC 28 2015
Signature Date *	12/28/15	Signature Date <b>Laura Wells</b> <small>(date Microsoft Internal Compliance signs)</small> Duly Authorized on behalf of Microsoft Corporation Effective Date 12/28/2015 <small>(may be different than our signature date)</small>

\* Indicates required field

Please sign this amendment and send to Customer's Reseller. Customer's Reseller must submit to the following address. When the amendment is fully signed, Customer will receive a confirming copy.

**Microsoft Corporation**  
Dept. 551, Volume Licensing  
6100 Neil Road, Suite 210  
Reno, Nevada 89511-1137  
USA

Prepared By: Kaylee Deegan, LE

**Microsoft Internal Use Only:**

FL EA amendment 12.3 FINAL	CTM-CTC-AGR- OST-OTC	BD
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# Enterprise Agreement

# State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

**Effective date.** The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier. Any reference in this Agreement or an Enrollment to a "day" means a calendar day, except references that specify "business day".

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product List, (3) the Use Rights applicable to Products licensed under this Agreement, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

**Please note:** Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product List and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

## Terms and Conditions

### 1. Definitions.

"Affiliate" means

- a. with regard to Customer,
  - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
  - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
  - (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft;

"available" means Microsoft has made Licenses for that Product available on the Product List for ordering under a particular licensing program;

"Customer" means the legal entity that has entered into this Agreement with Microsoft;

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through the use of the Online Services.

“Enrolled Affiliate” means an entity, either Customer or any one of Customer’s Affiliates, that has entered into an Enrollment under this Agreement;

“Enrollment” means the document that an Enrolled Affiliate submits under this Agreement to place its initial order;

“Enterprise” means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise;

“Fixes” means Product fixes, modifications or enhancements, or their derivatives, that Microsoft releases generally (such as service packs).

“License” means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis (“Subscription License”). Licenses for Online Services will be considered Subscription Licenses;

“Microsoft” means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates;

“Online Service” means the Microsoft-hosted services identified as Online Services in the Product List.

“Product” means all products identified in the Product List, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

“Product List” means the statement published by Microsoft from time to time at the Volume Licensing Site. The Product List includes Product-specific conditions or limitations on the acquisition of licenses for Products.

“Reseller” means a large account Reseller authorized by Microsoft to resell Licenses under this program;

“SLA” means Service Level Agreement, which specifies the standards to which Microsoft agrees to adhere and by which it measures the level of service for an Online Service. The SLA is available at the Volume Licensing Site.

“Software” means licensed copies of Microsoft software identified on the Product List. Software does not include Online Services, but Software may be part of an Online Service;

“Software Assurance” is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product List.

“Trade Secret” means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

“use” or “run” means to copy, install, use, access, display, run or otherwise interact.

“Use Rights” means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site or at a successor site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Use Rights. The Use Rights for Online Services are published in the Online Services Terms. “Volume Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. How the Enterprise program works.**

- a. General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments.
- b. Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms

of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment.

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.
- d. **How Enrolled Affiliates acquire Licenses.** An Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders will be made out to and submitted to the Enrolled Affiliate's Reseller. Microsoft will invoice that Reseller according to the terms in the applicable Enrollment.
- e. **Choosing and maintaining a Reseller.** Each Enrolled Affiliate must choose and maintain a Reseller authorized in the United States.
- f. **Pricing.**
  - (i) **Establishing Price Levels.** Enrolled Affiliate's Price Level will be Level D for all Enterprise Products, Enterprise Online Services, Online Services and Additional Products ordered under any Enrollment.
  - (ii) **Placing Orders through Reseller.** Orders under an Enrollment will be made to the Reseller. Microsoft will invoice the Reseller according to the terms in the applicable Enrollment. Throughout this Agreement the term "price" refers to reference price. The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.
- g. **Order Requirements.** Order Requirements are outlined in each Enrollment.
- h. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

### 3. **Licenses for Products.**

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product List. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
  - (i) **Products (other than Online Services).** The Use Rights in effect on the effective date of the Enrollment will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply.
  - (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product List,



- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. In that case, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not use the new version immediately.
  - (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
  - (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.
- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement.

#### 4. ***Making copies of Products and re-imaging rights.***

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60 day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
  - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.



- (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
- (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
- (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product List.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

## **5. Transferring and reassigning Licenses.**

- a. **License transfers.** Enrolled Affiliate may transfer fully-paid perpetual Licenses to:
  - (i) an Affiliate or
  - (ii) an unaffiliated third party in connection with (A) a privatization of an Affiliate or agency or of an operating division of Enrolled Affiliate or an Affiliate, (B) a reorganization, or (C) a consolidation.
- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, the applicable Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

## **6. Term and termination.**

- a. **Term.** The term of this Agreement will be 36 full calendar months from the Effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered; or
- (ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

- 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
- 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

- (iii) In the case of Early Termination under Subscription Enrollments, Enrolled Affiliate will have the following options:

- 1) For eligible products Enrolled Affiliate may obtain perpetual Licenses as described in the section titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
- 2) Where not exercising buy-out option, in the event of breach by Microsoft, Microsoft will issue Reseller a credit for any amount paid in advance that would apply after the date of termination.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

- f. Effect of termination or expiration.** When an Enrollment expires or is terminated,

- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments or any order of any kind, including subscription services, remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.

- (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

- g. Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

- h. **Program updates.** Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments.

## 7. ***Use, ownership, and restrictions.***

- a. **Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. **Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If the Fix is not provided for a specific Product, any use terms Microsoft provides with the Fix will apply. If no use terms are provided, Enrolled Affiliate shall have a non-exclusive, perpetual, fully paid-up license to use and reproduce the Fix solely for its internal business use. Enrolled Affiliate may not modify, change the file name or combine any Fix with any non-Microsoft computer code, except as expressly permitted in another agreement.
- c. **Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes. Enrolled Affiliate may not install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this agreement.
- d. **Sample Code.** Upon payment in full, Microsoft grants the Enterprise a non-exclusive, perpetual, non-transferable, license to use and modify any software code that Microsoft provides for purposes of illustration ("Sample Code") and to reproduce and distribute the object code form of the Sample Code for Enrolled Affiliate's internal business purposes only and not to any unaffiliated third party.
- e. **Restrictions on use.** Enrolled Affiliate must not (and must not attempt to) reverse engineer, decompile, or disassemble any Product or Fix. Except as expressly permitted in this agreement, Customer must not (1) separate and run parts of a Product on more than one computer, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or host any Product, or Fix.
- f. **Reservation of rights.** All rights not expressly granted are reserved to Microsoft.
- g. **Supportability of Products.** Support for Products is available under the terms of a supplemental agreement, a separate Statement of Services or under the terms set forth at <http://support.microsoft.com/> or a successor site. Premier Support Services, Microsoft Consulting Services, and other professional services may only be purchased under a Microsoft Services Agreement.

## 8. ***Confidentiality.***

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand to be confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) was lawfully known or received by the receiving party without an obligation to keep it confidential, (c) is independently developed, or (d) is a comment or suggestion one party volunteers about the other's business, products or services.

Each party will take reasonable steps to protect the other party's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship under this agreement. Neither party will disclose that information to third parties, except to its employees, Affiliates, contractors, advisors and consultants (collectively, "Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of the discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply for Customer Data until it is deleted from the Online Services, and for all other Confidential Information, for a period of five years after the Confidential Information is received.

## **9. Compliance and applicable laws, privacy, and security.**

- a. Microsoft and Enrolled Affiliate each will comply with all applicable laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Enrolled Affiliate or Enrolled Affiliate's industry or government function that are not also generally applicable to information technology services providers.
- b. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- c. Personal information collected through Products (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its contractors maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.
- d. **U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies. For additional information related to Microsoft compliance with export rules, see <http://www.microsoft.com/exporting>.

## **10. Warranties.**

### **a. Limited warranties and remedies.**

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Microsoft user documentation for one year from the date Enrolled Affiliate is first licensed for that version. If it does not and Enrolled Affiliate notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price paid by Enrolled Affiliate for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Enrolled Affiliate's use. Enrolled Affiliate's remedies for breach of this warranty are in the SLA.

The remedies above are Customer's sole remedies for breach of the warranties in this section.

- b. **Exclusions.** The limited warranties in this section titled "Warranties" do not cover problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-

release, or beta Products, or to components of Products that Enrolled Affiliate is permitted to redistribute.

- c. **DISCLAIMER.** Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of merchantability, fitness for a particular purpose, satisfactory quality, title, and non-infringement.

## 11. *Defense of third party claims.*

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any claims made by an unaffiliated third party (1) that any Product or Fix infringes its patent, copyright, or trademark or makes unlawful use of its Trade Secret; or (2) that arises from Microsoft's provision of an Online Service in violation of subsection (a) of the section titled "Compliance and applicable laws, privacy, and security" above. Microsoft will pay the amount of any resulting adverse final judgment or approved settlement. This does not apply to:

- (i) Customer Data;
- (ii) non-Microsoft software;
- (iii) modifications to a Product or Fix Enrolled Affiliate makes or any specifications or materials Enrolled Affiliate provides;
- (iv) Enrolled Affiliate's combination of the Product or Fix with (or damages based on the value of) a non-Microsoft product, data, or business process;
- (v) Enrolled Affiliate's use of a Microsoft trademarks without express, written consent or the use or redistribution of a Product or Fix in violation of this Agreement;
- (vi) Enrolled Affiliate's use of a Product or Fix after Microsoft notifies Enrolled Affiliate to discontinue that use due to a third party claim; or
- (vii) Products or Fixes provided free of charge.

- b. **By Enrolled Affiliate.** Enrolled Affiliate will defend Microsoft against any claims made by an unaffiliated third party that:

- (i) any Customer Data or non-Microsoft software Microsoft hosts on Enrolled Affiliate's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret;
- (ii) arises from violation of subsection (a) of the section titled "Compliance and applicable laws, privacy, and security" above; a violation of the legal rights of others; or unauthorized access to or disruption of any service, data, account, or network in connection with the use of the Online Services; or
- (iii) are based on items excluded from Microsoft's defense obligations in the subsection titled "By Microsoft" above.

Enrolled Affiliate will pay the amount of any adverse final judgment or approved settlement resulting from a claim covered by this section titled "By Enrolled Affiliate."

- c. **Rights and remedies in case of possible infringement or misappropriation.** If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting Enrolled Affiliate's use of the Product or Fix, Microsoft will seek to obtain the right for Enrolled Affiliate to keep using it or modify or replace it with a functional equivalent, in which case Enrolled Affiliate must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Enrolled Affiliate's right to the Product or Fix and refund any amounts Enrolled Affiliate has paid for those rights to Software or Fixes and, for Online Services, any amount paid for a usage period after the termination date.

- d. **Other terms.** The party being defended under this section titled "Defense of third party claims" must notify the other party promptly of any claim subject to the subsection titled "By Microsoft,"

give the other party sole control over the defense or settlement, and provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance. Any settlement must be approved in writing by the defending party. The remedies provided in this section titled "Defense of third party claims" are the exclusive remedies for the claims described in this section.

## **12. Limitation of liability.**

- a. **General.** The total liability of each party, including its Affiliates and contractors, for claims arising under this Agreement is limited to direct damages up to the following amounts (1) for each Product other than Online Services, the amount Enrolled Affiliate was required to pay for the Product under this Agreement, and (2) for Online Services, the amount Enrolled Affiliate paid for the Online Service during the prior 12 months before the cause of action arose; but in no event will a party's aggregate liability for any Online Service exceed the total amount paid for that Online Service under this Agreement. In the case of Products provided free of charge, previews, or code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages up to U.S. \$5,000. These limitations apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.
- b. **Affiliates and contractors.** Microsoft and Enrolled Affiliate each agree not to bring any action against the other's Affiliates or contractors in respect of any matter disclaimed on their behalf in this Agreement. Each party will be responsible for its actions in the event of any breach of this provision.
- c. **EXCLUSION OF CERTAIN DAMAGES.** Neither party nor their Affiliates or contractors will be liable for any indirect, consequential, special or incidental damages, or damages for lost profits, revenues, business interruption, or loss of business information in connection with this agreement, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable.
- d. **Limits.** The limits and exclusions in this section titled "Limitation of liability" do not apply to either party's (1) obligations under the section titled "Defense of third party claims", or (2) liability for violation of its confidentiality obligations (except obligations related to Customer Data) or the other party's intellectual property rights.

## **13. Verifying compliance.**

- a. **Right to verify compliance.** Enrolled Affiliate must keep accurate and complete records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, to the extent permitted by applicable law, to verify Enrolled Affiliate and its Affiliates' compliance with the license terms for Products, at Microsoft's expense.
- b. **Verification process and limitations.** Microsoft will provide Enrolled Affiliate at least 30 days' notice of its intent to verify compliance. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit. Any information collected in the self-audit will be used solely for purposes of determining compliance.



- c. Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not undertake another verification of the same Enrolled Affiliate for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

## 14. *Miscellaneous.*

- a. Notices.** Notices to Microsoft must be sent to the Microsoft address on the signature form with a copy sent to the address below. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.

**A copy of each notice should be sent to:**

Microsoft Corporation  
Legal and Corporate Affairs  
Volume Licensing Group  
One Microsoft Way  
Redmond, WA 98052  
USA

- b. Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other assignment of rights must be approved by the other party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- c. Severability.** If any provision in this agreement is found unenforceable, the balance of the agreement will remain in full force and effect.
- d. Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.
- e. Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- f. Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.
- g. This Agreement is not exclusive.** Customer and its Affiliates are free to enter into agreements to license, use or promote non-Microsoft software.

- h. Entire agreement.** This Agreement, the Product List, all Enrollments under this Agreement, and the Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications.
- i. Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product List, (4) the Use Rights, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- j. Survival.** Provisions regarding ownership and license rights, fees, Use Rights, restrictions on use, evidence of perpetual licenses, transfer of licenses, warranties, defense of third party claims, limitations of liability, confidentiality, compliance verification, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this Agreement.
- k. No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. The Products are protected by copyright and other intellectual property rights laws and international treaties.
- l. Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- m. Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product List and the Use Rights in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in a purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- n. Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- o. Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the online services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>.
- p. Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.
- r. Calendar days.** Any reference in this Agreement or an Enrollment to a "day" means a calendar day, except references that specify "business day".





## Leon County Board of County Commissioners

### Michelle Taylor

301 S. Monore St P3 Level  
Tallahassee, FL 32301  
UNITED STATES  
Phone: (850) 488-5813  
Fax: (850) 922-0099  
Email: [taylorm@leoncountyfl.gov](mailto:taylorm@leoncountyfl.gov)

## Account Representative

### Jarrett Taranto

290 Davidson Avenue  
Somerset, NJ 08873  
Phone: 800-543-0432  
Fax: 732-868-6055  
Email: [Jarrett\\_Taranto@shi.com](mailto:Jarrett_Taranto@shi.com)

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	AzureActiveDrctryPremP1GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MQM-00001 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 <b>Note:</b> Annual Payment 1 of 3	35	\$55.92	\$1,957.20
2	AzureActiveDrctryPremP2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: MQN-00001 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 <b>Note:</b> Annual Payment 1 of 3	10	\$83.40	\$834.00
3	AzureDevOpsServer ALNG SA MVL Microsoft - Part#: 125-00124 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 <b>Note:</b> Annual Payment 1 of 3	1	\$62.17	\$62.17
4	AzureDevOpsServerCAL ALNG SA MVL UsrCAL Microsoft - Part#: 126-00196 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 <b>Note:</b> Annual Payment 1 of 3	10	\$71.98	\$719.80
5	FlowPlanGCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: SFR-00001 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 <b>Note:</b> Annual Payment 1 of 3	4	\$162.00	\$648.00
6	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and	510	\$78.48	\$40,024.80

7	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 <b>Note:</b> Annual Payment 1 of 3	2160	\$216.00	\$466,560.00
8	OneDriveforBsnssP2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: TL3-00001 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 <b>Note:</b> Annual Payment 1 of 3	16	\$92.28	\$1,476.48
9	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7JQ-00343 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 <b>Note:</b> Annual Payment 1 of 3	6	\$2,206.96	\$13,241.76
10	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 <b>Note:</b> Annual Payment 1 of 3	4	\$575.87	\$2,303.48
11	VisioPlan2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: P3U-00001 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 <b>Note:</b> Annual Payment 1 of 3	13	\$138.36	\$1,798.68
12	VSPProSubMSDN ALNG SA MVL Microsoft - Part#: 77D-00111 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 <b>Note:</b> Annual Payment 1 of 3	7	\$301.84	\$2,112.88
13	WINENTperDVC ALNG SA MVL Microsoft - Part#: KV3-00368 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 <b>Note:</b> Annual Payment 1 of 3	1731	\$44.17	\$76,458.27
14	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 <b>Note:</b> Annual Payment 1 of 3	202	\$124.34	\$25,116.68

16	Microsoft SQL Server Enterprise Core Edition - License & software assurance - 2 cores - Enterprise, Select, SPLA, Select Plus, EES - Win - All Languages Microsoft - Part#: 7JQ-00341 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 <b>Note:</b> Annual Payment 1 of 3	6	\$5,130.43	\$30,782.58
17	PwrBIProGCC ShrdSvr ALNG Subsvl MVL PerUsr Microsoft - Part#: DDJ-00001 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 <b>Note:</b> Annual Payment 1 of 3	4	\$91.92	\$367.68
18	Microsoft Windows Remote Desktop Services - License & software assurance - 1 user CAL - Enterprise, Select, Select Plus - Win - All Languages Microsoft - Part#: 6VC-01252 Contract Name: Licensing Solutions Providers (LSP) of Microsoft Software and Services Contract #: 43230000-15-02 <b>Note:</b> Annual Payment 1 of 3	25	\$17.92	\$448.00
			Total	\$680,084.50

### Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #25**

# Leon County Board of County Commissioners

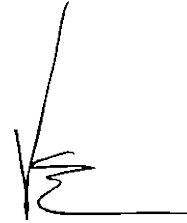
## Agenda Item #25

September 15, 2020

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

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

**Title:** Renewal of Permitting Software Licenses



<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Michelle Taylor, Chief Information Officer Scott Ross, Director, Office of Financial Stewardship
<b>Lead Staff/ Project Team:</b>	Shelly Kelley, Director, Purchasing Janna Richardson, Director of Applications and Databases Susan Redmond, IT Coordinator – Work Order Systems

### **Statement of Issue:**

This item seeks Board approval to renew the County's permitting software licenses and authorize the County Administrator to execute a five-year agreement with Carahsoft Technology Corporation in the amount of \$932,516.

### **Fiscal Impact:**

This item has a fiscal impact. The total license renewal costs of \$932,516, for the five-year period was anticipated and adequate funding is available and included as part of the FY21-FY25 Capital Improvement Project (CIP) budget.

### **Staff Recommendation:**

Option #1: Approve the renewal of the Accela permitting software licenses and authorize the County Administrator to execute a five-year agreement with Carahsoft Technology Corporation in the amount of \$932,516 (Attachment #1).

## **Report and Discussion**

### **Background:**

This item seeks Board approval to utilize cooperative purchasing (piggybacking) to renew the licenses for the Accela Permitting Software through a five-year Agreement with Carahsoft Technology Corporation (Attachment #1) for a total amount not to exceed \$932,516.

Pursuant to the Purchasing Policy No. 96-1, Section 5.12, the County may take advantage of cooperative purchasing agreements when it is in the best interest of the County as determined by the award thresholds authorized in the policy. The renewal of the Permitting Software Licenses can be acquired through a competitively bid contract, General Services Administration (GSA) Contract Purchase Agreement #GS-35F-0119Y (Attachment #1). The contract contains cooperative purchasing language, allowing the County to utilize this contract. The Office of Information Technology and Purchasing Division agree that this is the most cost-effective and efficient way to procure the necessary software licenses.

In January of 2017, the County's permit tracking software was upgraded from PermitsPlus (which was initially implemented in 1996) to Accela Citizens Access (ACA). This upgrade resulted in reductions in the overall timeframes associated with the review and approval of building permits as well as enhanced transparency, greater public access to the County's building permitting review and approval process, and accessibility via the joint City/County GIS-based online permitting portal.

The digital permitting software is vital to expedient review and approval of permit applications and achieving the County's 5-Year Target to reduce the average time it takes to approve a single-family permit by 30 percent.

### **Analysis:**

As the County's use of the ACA software expanded, additional licenses were acquired multiple times since 2015 with inconsistent renewal time frames for the licenses. The Office of Information Technology (OIT) worked extensively with Carahsoft and Accela to co-terminate all licenses on October 31st of each year going forward as part of the five-year Agreement. Additionally, a multi-year agreement locks in yearly license cost increases to 2-3%, rather than the 6-8% increases for single-year license renewals. The negotiated five-year Agreement represents a savings of over \$25,000 over the five-year period.

The total costs for each fiscal year of the five-year Agreement are summarized below:

FY21:	\$137,946
FY22:	\$189,924
FY23:	\$195,621
FY24:	\$201,490
FY25:	\$207,535
<b>Total:</b>	<b>\$932,516</b>

To keep yearly cost increases to a minimum, the item recommends entering into the five-year Agreement for the renewal of the ACA permitting software.

**Options:**

1. Approve the renewal of the Accela permitting software licenses and authorize the County Administrator to execute a five-year agreement with Carahsoft Technology Corporation in the amount of \$932,516 (Attachment #1).
2. Do not approve the renewal of the Accela permitting software and do not authorize the County Administrator to execute a five-year agreement with Carahsoft Technology Corporation in the amount of \$932,516.
3. Board direction.

**Recommendation:**

Option #1

**Attachment:**

1. GSA Contract Purchase Agreement #GS-35F-0119Y

**GSA Contract Purchase Agreement #GS-35F-0119Y  
Between Leon County and  
Carahsoft Technology Corporation**

This is an agreement between Leon County (“Buyer”), and Carahsoft Technology Corporation (“Seller”) to the original GSA Contract Purchase #GS-35F-0119Y

WHEREAS, Seller and Buyer have entered into this Agreement beginning November 1, 2020 and

THEREFORE, Seller and Buyer hereby agree as follows:

- 1) This agreement is based on the most recent Quote #18198185 and actual number of licenses as of April 20, 2020
- 2) Any additional licenses purchased within the term of this agreement will be subject to the uplift rate according to the uplift for that year at the current pricing for said year

Below rates are estimated based on the uplifts as agreed to:

TERM	YEAR	RATE	QTY	TOTAL
12/22/19-12/21/20 1. see line 26 of attached quote #18198185 2. Quote for 5 licenses that failed to renew from LC FY 2016, although actively in use in Accela Automation. 3. Carahsoft not back-charging for LC Fiscal Years 2016, 2017, and 2018 4. Negotiated starting per unit price at \$2,443.71, which was based on line 25 per unit price (instead of the \$2,635.55 Carahsoft originally quoted)	See <b>Item # 4</b> in TERM column on the left of this row.	N/A	5	\$12,218.55
11/1/20-10/31/21 1. 64 licenses paid on 3/20/20: a. 54 licenses 3/29/20 - 3/28/21 - R4 b. 10 licenses 3/29/20 - 3/28/21 - R3	Year 1 includes: • 64 licenses prorated 217 days for 3/29/21 – 10/31/21) • 20 licenses for full term of 365 days for 11/1/20 – 10/31/21	2%	84	\$125,726.97
11/1/2021 - 10/31/2022	Year 2	3%	84	\$189,923.83
11/1/2022 - 10/31/2023	Year 3	3%	84	\$195,621.44
11/1/2023 - 10/31/2024	Year 4	3%	84	\$201,490.29
11/1/2024 - 10/31/2025	Year 5	3%	84	\$207,535.01



IN WITNESS THEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

BUYER, Leon  
County

SELLER (Carahsoft Technology Corporation.)

LEON COUNTY, FLORIDA

Sign Kristina Smith

Print Kristina Smith

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

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

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

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

APPROVED AS TO LEGAL SUFFICIENCY:

Chasity H. O'Steen, County Attorney

Leon County Attorney's Office

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

By:

Title: **Contracts Manager**

Date: 6/24/2020

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #26**

# Leon County Board of County Commissioners

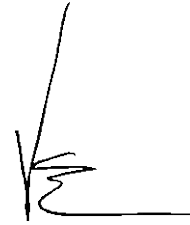
## Agenda Item #26

September 15, 2020

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

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

**Title:** Full Board Appointments to the Leon County Research and Development Authority Board of Governors



<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>	<u>Nominating Committee:</u> Vincent S. Long, County Administrator, Chairman Cristina Paredes, Director, Tallahassee-Leon County Office of Economic Vitality J. Murray Gibson, Dean, FAMU/FSU College of Engineering Kristin Roberts, Public Affairs Director, National High Magnetic Field Laboratory Kimberly Moore, Chair, LCRDA Board of Governors

### **Statement of Issue:**

This item seeks Board approval of appointments to the Leon County Research and Development (LCRDA) Board of Governors as recommended by the LCRDA Nominating Committee.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

- Option #1: Appoint three citizens to the Leon County Research and Development Authority Board of Governors, as recommended by the nominating committee, for four-year terms ending Sept. 30, 2024, and approve the associated proposed appointment Resolution (Attachment #1).
- Reappoint David Ramsay
  - Reappoint Sonjoy Goswami
  - Appoint Thomas Allen

## **Report and Discussion**

### **Background:**

Pursuant to County Resolution No. 16-19 which establishes the LCRDA Nominating Committee, this agenda item seeks the Board's approval for appointments to the Leon County Research and Development (LCRDA) Board of Governors as recommended by the LCRDA Nominating Committee.

The LCRDA was created by the Leon County Board of County Commissioners (Board) pursuant to County Ordinance No. 80-68 in accordance with Section 159.703, Florida Statutes. The mission of the Authority is to work in affiliation with Florida State University, Florida A&M University, and Tallahassee Community College to promote scientific research and development activities, and economic development to broaden the economic base of Leon County. The Authority is a dependent special district managed by an 11-member Board of Governors (expanded from 9 in 2014) with two staff members including an Executive Director and an Executive Assistant.

The LCRDA Board of Governors (BoG) consists of:

- the presidents, or presidents' designees, of Florida A&M University, Florida State University, and Tallahassee Community College;
- the Mayor of the City of Tallahassee, or a designee;
- one member of the Leon County Board of County Commissioners; and
- 6 at-large members representing the private sector to be appointed by the Leon County Board of County Commissioners to serve a term of four years.

Per Resolution No. 16-19, the six at-large members are appointed by a majority vote of the Board of County Commissioners and by a duly enacted resolution of the Board.

County Resolution No. 16-19 establishes the Leon County Research and Development Authority Nominating Committee (Committee) to provide recommendations to the Board for appointment of members on the Authority. The Committee is comprised of the following members:

- County Administrator or designee (serves as Chairman of the Nominating Committee)
- Director of the Office of Economic Vitality
- Director of the National High Magnetic Field Laboratory at Innovation Park
- Dean of the Florida A & M University/Florida State University College of Engineering
- Chair of the Leon County Research and Development Authority (or a designee of the LCRDA when the Chair is applying for reappointment)

**Analysis:**

There are currently three at-large private sector vacancies on the BoG. The terms of David Ramsay, April Salter and Sonjoy Goswami are due to expire on September 30, 2020. David Ramsay and Sonjoy Goswami are seeking reappointment. April Salter is not seeking reappointment.

In order to promote public awareness of the vacancies and the opportunity to serve on the BoG, ads were placed on the Leon County website and social media platforms. As a result, the County received seven (7) applications.

On August 27, 2020, the County Administrator convened a meeting of the Committee to consider the applicants for appointment to the LCRDA by the Board. The Committee members consisted of:

- Vincent S. Long, County Administrator
- Cristina Paredes, Director, Tallahassee-Leon County Office of Economic Vitality
- J. Murray Gibson, Dean, FAMU/FSU College of Engineering
- Kristin Roberts, Public Affairs Director, National High Magnetic Field Laboratory
- Kimberly Moore, Chair, LCRDA Board of Governors

The Committee thoroughly reviewed each of the seven (7) applications to determine the candidates that possessed unique and distinct skill sets and experience needed by the LCRDA. After considerable discussion, the Committee unanimously nominated three of the candidates. The Committee has nominated the following individuals for the terms indicated:

- Sonjoy Goswami (four-year term)
- David Ramsay (four-year term)
- Thomas Allen (four-year term)

**Diversity of the Current Membership:**

Total Seats	Vacant Seats	Gender	Race
11	0	Male - 6 Female - 5	White -7 Black- 1 Hispanic -1 Asian -1 Not Available - 1

*Table #1: Leon County Research & Development Authority*

Vacancies	Term Expiration	Nominated Applicants (Application Attachment #)	Gender-Race	Recommended Action
David Ramsay <i>Seeking reappointment</i>	9/30/2020	2. David Ramsay	Male – White	Appoint <b>three nominated</b> members for four-year terms ending 9/30/2024.
Sonjoy Goswami <i>Seeking reappointment</i>	9/30/2020	3. Sonjoy Goswami	Male – Asian	
April Salter <i>Not seeking reappointment</i>	9/30/2020	4. Thomas Allen	Male – White	

It was the Committee’s belief that the knowledge and experience of the three (3) candidates would be significantly beneficial to the LCRDA. The following provides a brief summary on each candidate:

*David Ramsay (Attachment #2)*

Mr. Ramsay is a retired banker who served as chairperson, president, and CEO of SunTrust Bank. He has served three terms on the LCRDA Board of Governors and is currently serving as the Chair. Mr. Ramsay is eligible for reappointment and has applied for the one vacancy with a remaining two-year term.

*Sonjoy Goswami (Attachment #3)*

Mr. Sonjoy Goswami is the Vice President of Global Supply Chain and Operations for Danfoss Turbocor, whose headquarters are located in Innovation Park of Tallahassee. He has spent his career in areas related to global customer experience and quality, new product introduction, medical device quality standards, medical device product development, quality assurance and software engineering.

*Thomas Allen (Attachment #4)*

Mr. Thomas Allen is a Manager with Capital City Bank and is responsible for specialty lending including residential mortgages, indirect auto sales management, and evaluation of business opportunities. Mr. Allen is a graduate of both Leadership Tallahassee and Leadership Florida. He has previously served as a member and Treasurer on the LCRDA Board of Governors.

Additional applications were received from William Hollimon, Ali Kamakhi, Raja Komuroji, and Doug Wheeler are included as Attachments #5-8.

As required by the Board’s Resolution No. 16-19, this item seeks the approval of the proposed Resolution appointing the at-large members as nominated (Attachment #1).

**Options:**

1. Appoint three citizens to the Leon County Research and Development Authority Board of Governors, as recommended by the nominating committee, for four-year terms ending Sept. 30, 2024, and approve the associated appointment Resolution (Attachment #1):
  - a. Reappoint David Ramsay
  - b. Reappoint Sonjoy Goswami
  - c. Appoint Thomas Allen
2. Board direction.

**Recommendation:**

Option #1 a.-c.

**Attachments:**

1. Proposed appointment Resolution
2. Ramsay application and resume
3. Goswami application and resume
4. Allen application and resume
5. Hollimon application and resume
6. Kamakhi application and resume
7. Komuroji application and resume
8. Wheeler application and resume

**RESOLUTION NO. R20-\_\_\_\_\_**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, SETTING FORTH APPOINTMENTS OF MEMBERS TO THE LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY; PROVIDING FOR THE APPOINTMENT OF THREE MEMBERS DAVID RAMSAY, SONJOY GOSWAMI AND THOMAS ALLEN TO THE LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in October of 1978, pursuant to the former Florida Statutes Sections 23.145, et. seq., the Charter of the Leon County Research and Development Authority was executed, creating said Authority; and

**WHEREAS**, in July of 1979, the new Part V, Chapter 159 of the Florida Statutes was enacted and became law, thereby setting forth the requirements for the creation, by ordinance, of a Research and Development Authority by counties of the state, and empowering such authorities to issue revenue bonds or other such debt obligations to finance the construction of capital projects; and

**WHEREAS**, in 1980, the Leon County Board of County Commissioners adopted Ordinance No. 80-68, confirming and creating the Leon County Research and Development Authority (said Ordinance being codified in Chapter 2, Article III, Division 2, Sections 2-56 through 2-58 of the Code of Laws of Leon County); and

**WHEREAS**, on September 13, 2016, the Board adopted Ordinance No. 16-12 amending Section 2-57 of the Code of Laws of Leon County; and



**WHEREAS**, Section 2-57 of the Code of Laws of Leon County, as amended, provides that the composition and number of members of the Authority and the criteria for membership shall be set forth by a duly enacted resolution of the Board; and

**WHEREAS**, pursuant to Section 2-57 of the Code of Laws of Leon County, as amended, the Board enacted Resolution No. 16-19 on September 13, 2016, to provide for the composition and number of members of the Authority and the criteria for membership; and

**WHEREAS**, pursuant to the resolution enacted by the Board on September 13, 2016, six (6) at-large members of the Authority are appointed by the Board; and

**WHEREAS**, the Board needs to appoint three (3) at-large members to the Authority for four-year terms beginning October 1, 2020.

NOW THEREFORE, BE IT RESOLVED, by the Leon County Board of County Commissioners as follows:

**Section 1.** The Leon County Board of County Commissioners hereby reappoints the following persons as members of the Leon County Research and Development Authority for the terms set forth hereinbelow:

Name	Type	Begin Term	End Term
David Ramsay	Four Years	October 1, 2020	September 30, 2024
Sonjoy Goswami	Four Years	October 1, 2020	September 30, 2024

**Section 2.** The Leon County Board of County Commissioners hereby appoints the following person as a new member of the Leon County Research and Development Authority for a four-year term set forth herein below:

Name	Type	Begin Term	End Term
Thomas Allen	Four years	October 1, 2020	September 30, 2024

**Section 3.** This Resolution shall have effect upon adoption.

Proposed, presented and passed this 15th day of September 2020.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Bryan Desloge, Chair  
Board of County Commissioners

APPROVED AS TO LEGAL SUFFICIENCY:  
Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

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

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

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



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY**

**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](mailto:smachm@leoncountyfl.gov). Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mr. David Ramsay		<b>Date:</b> 6/16/2020 2:29:16 PM	
<b>Home Address:</b>	9048 SHOAL CREEK DR Tallahassee, FL 32312	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	No
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 509-9091	<b>Do you own property in the Tallahassee City Limits?</b>	No
<b>Email:</b>	davidramsay3@gmail.com	<b>How many years have you lived in Leon County?</b>	25

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Retired Financial Services Executive	<b>Work</b>
<b>Occupation:</b>	Banker	<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>	M	<b>Age:</b>	78
<b>District:</b>	District IV	<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>	Steve Evans	<b>Name:</b>	Kristin Dozier
<b>Address:</b>	3920 Bobbin Brook Circle Tallahassee, FL 32312	<b>Address:</b>	1434 Spruce Avenue Tallahassee, FL 32303
<b>Phone:</b>	(850) 445-3513	<b>Phone:</b>	(850) 606-5365

**Resume Uploaded?** No

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.

If you are unable to view the provided profile, please call 509-9091 for assistance.

**(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? *Leon County Research and Development Authority*

Have you served on any previous Leon County committees?\* **Yes**

If Yes, on what Committee(s) have you served? *Leon County Research and Development Authority*

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)\* **Yes**

If yes, please explain *I'm an advisory board member of a local bank without having fiduciary responsibilities. Depending on the issue, it might be necessary to abstain on bank related contracts.*

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 must be residents and electors of Leon County, or have their principal place of employment in the County.**

Are you a resident of Leon County AND a registered voter in Leon County? **Yes**

Is your principal place of employment in Leon County? **No**

**Members on this Authority must file a Financial Disclosure Form #1 from the Florida Commission on Ethics, per State Statute 112.3145. Financial Disclosure Information - Ethics**

Are you willing to file a Financial Disclosure Form? **Yes**

The Leon County R&D Authority (LCRDA) Board of Governors has expressed the preference that, whenever possible, its officers (Chair, Vice Chair, and Treasurer) be elected from the pool of six at-large members. In some instances, at-large Board members may need to serve as officers for as many as three years of their four-year terms. Officers, along with the immediate past Chair, serve on the Executive Committee. The Treasurer serves as Chair of the Budget Committee, member of the Investment Advisory Committee, and attends Audit Committee meetings. All members may be asked to volunteer to serve on other committees as needed (e.g., procurement evaluation committees).

Meeting Frequency:

Board of Governors - First Thursday of every even numbered month.

Executive Committee - Monthly as needed

Budget Committee - September (one time per year)

Audit Committee - November and January (two times per year)

Investment Advisory - November (one time per year)

Officer duties are more fully described in the LCRDA Bylaws. Officers are fully supported by the LCRDA staff in preparation of all required documents, agendas, meeting reports and financial reports.

I understand that I will be asked to serve as an officer on a subcommittee and agree to serve. **Yes**

The nominating committee shall make recommendations to the Leon County Board of County Commissioners for the six at-large members.

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

Signature: *Mr. David Ramsay*

The application was electronically sent: 6/16/2020 2:29:16 PM

## PROFILE

### David B. Ramsay

Having worked for SunTrust Bank for more than 46 years, David Ramsay retired in October, 2007 as the Chairman, President and CEO of SunTrust Bank, Northwest Florida, a position he held for twelve years. Before transferring to Florida in 1995, he served as Chairman, President and CEO of SunTrust Banks in northeast and middle Tennessee, and as Executive Vice President of SunTrust Bank in Nashville.

In 1995, he was assigned to Tallahassee as that bank's President and CEO, with the title of Chairman being added a year later. Subsequent acquisitions in Marianna and Chattahoochee expanded the bank beyond Leon County, and in 1999, SunTrust Banks in Pensacola, Panama City, Fort Walton, Destin, Milton and Gulf Breeze were added to his responsibilities resulting in the creation of SunTrust Bank, Northwest Florida. At yearend 2006, the bank operated 31 branches in eight counties and held deposits in excess of \$1.5 billion.

Dave is active in community and statewide organizations. He has served as Chairman of the local Economic Development Council and as both the Chairman of the Board and as the Campaign Chair for the United Way of the Big Bend. His campaign exceeded \$5,000,000 in annual pledges.

He was appointed by Governor Bush, and confirmed by the Florida Senate, to serve on the Governor's Commission on Volunteerism and Community Service, also known as Volunteer Florida. He subsequently chaired that Commission. Secretary of State Sue Cobb appointed him to the board of the Friends of Mission San Luis, and Secretaries Kurt Browning and Dawn Roberts reappointed him for additional terms. He was appointed by these Secretaries to serve as the organization's Chairman that covered five consecutive one-year terms.

Currently he serves as an Advisory Board member of both Florida State University's College of Medicine Regional Board in Tallahassee and the Florida Highway Patrol. He also serves on the boards of the Leon County Research and Development Authority, where he served two one-year terms as its Chair, and Hancock Whitney Bank - Tallahassee. He previously served for two terms as Vice President of Florida's Great Northwest, a 16-county regional economic development council for northwest Florida, and as a Commissioner of the City of Tallahassee's Urban Design Commission. He is formerly a member of the board of the Capital Regional Medical Center.

Dave serves as unofficial liaison for the USS Florida nuclear submarine and for years has hosted the Captain and crew for football weekends in Tallahassee. He established a community initiative to relocate and mount the retired historic bronze bell of the USS Tallahassee to the

front courtyard of City Hall. In recognition of his service to the Navy, he has been at sea on the USS Florida five times and made a tail-hook landing on the aircraft carrier USS George Washington.

Through the years, he has served on numerous boards and committees of the Tennessee, Florida and American Bankers Associations. In 1986 – '87, he was elected National President of the American Institute of Banking. At the ABA, he served as a member of both the Education Policy and Development Council and on the Government Relations Council.

He was awarded the President's Call to Service Award in 2009, in recognition of his extensive lifetime service in volunteerism and civic participation. Later that same year, the *Tallahassee Democrat* chose him as Tallahassee's Volunteer of the Year for the Arts.

Dave is a graduate of Red Bank High School and the University of Tennessee at Chattanooga having received a BS degree in Business Administration with emphasis in accounting. He was also awarded an AS degree with highest honors from Chattanooga State Community College. His degree there was in Traffic and Transportation Management (Aerospace Option). He is a graduate of the School of Banking of the South at LSU, the American Bankers Association's National Commercial Lending Graduate School at the University of Oklahoma, and the Robert Morris Associates' Senior Loan Management Program at Indiana University.

After completing Officer's Candidate School (OCS), he was commissioned as an infantry officer. While in the service, he held a NATO Top Secret security clearance. He served in Germany as the Battalion Operations Office (S-3) in the 35<sup>th</sup> Supply and Service Battalion, and as company commander for the 3<sup>rd</sup> Support Brigade, and for the 7<sup>th</sup> Corp Support Command (COSCOM). In 1969, Dave was awarded the Army Commendation Medal in Stuttgart, Germany.

He earned a private pilot's license and has traveled extensively throughout the United States, Europe and the Caribbean. He is married to the former Nancy Jo Bales of Chattanooga and they have two sons and three grandchildren. They have a second home in Winston-Salem, North Carolina.

June 15, 2020



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY**

**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> Mr. SONJOY KUMAR GOSWAMI		<b>Date:</b> 7/30/2019 2:52:41 PM	
<b>Home Address:</b>	8072 EVENING STAR LANE TALLAHASSEE, FL 32312	<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) 879-3994	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	sonjoy.goswami@danfoss.com	<b>How many years have you lived in Leon County?</b>	4

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Danfoss Turbocor	<b>Work Address:</b>	1769 E. Paul Dirac Drive Tallahassee, FL 32312
<b>Occupation:</b>	VP Global Operations		
<b>Work/Other Phone:</b>	(850) 879-3994		

**(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>	Asian	<b>Gender:</b>	M	<b>Age:</b>	
<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>	Ricardo Schneider	<b>Name:</b>	Paul Dean
<b>Address:</b>	1769 E. Paul Dirac Drive Tallahassee, FL 32310	<b>Address:</b>	1769 E. Paul Dirac Drive Tallahassee, FL 32310
<b>Phone:</b>	(850) 504-4851	<b>Phone:</b>	(850) 504-4840

<b>Resume Uploaded?</b>	No
<p>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.</p>	

**(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?\* **No**

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?\* **Yes**

If yes, please explain. **Office Space Rental**

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 must be residents and electors of Leon County, or have their principal place of employment in the County.**

Are you a resident of Leon County AND a registered voter in Leon County? **Yes**

Is your principal place of employment in Leon County? **Yes**

Place of Employment & Address **1769 E. Paul Dirac Drive Tallahassee, FL 32310**

**Members on this Authority must file a Financial Disclosure Form #1 from the Florida Commission on Ethics, per State Statute 112.3145. Financial Disclosure Information - Ethics**

Are you willing to file a Financial Disclosure Form? **Yes**

The Leon County R&D Authority (LCRDA) Board of Governors has expressed the preference that, whenever possible, its officers (Chair, Vice Chair, and Treasurer) be elected from the pool of six at-large members. In some instances, at-large Board members may need to serve as officers for as many as three years of their four-year terms. Officers, along with the immediate past Chair, serve on the Executive Committee. The Treasurer serves as Chair of the Budget Committee, member of the Investment Advisory Committee, and attends Audit Committee meetings. All members may be asked to volunteer to serve on other committees as needed (e.g., procurement evaluation committees).

Meeting Frequency:

Board of Governors - First Thursday of every even numbered month.

Executive Committee - Monthly as needed

Budget Committee - September (one time per year)

Audit Committee - November and January (two times per year)

Investment Advisory - November (one time per year)

Officer duties are more fully described in the LCRDA Bylaws. Officers are fully supported by the LCRDA staff in preparation of all required documents, agendas, meeting reports and financial reports.

I understand that I will be asked to serve as an officer on a subcommittee and agree to serve. **Yes**

The nominating committee shall make recommendations to the Leon County Board of County Commissioners for the six at-large members.

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

Signature: *Mr. SONJOY KUMAR GOSWAMI*

The application was electronically sent: 7/30/2019 2:52:41 PM

## Contact

sonjoyk@yahoo.com

www.linkedin.com/in/  
sonjoygoswami (LinkedIn)

## Top Skills

Six Sigma  
Continuous Improvement  
DMAIC

## Languages

English (Native or Bilingual)  
Hindi (Full Professional)  
Bengali (Native or Bilingual)

## Certifications

Six Sigma Black Belt  
Project Manager  
ISO 9001:2015 Lead Auditor  
IATF16949-2016 Auditor  
ISO14001:2015 Lead Auditor

# Sonjoy Kumar Goswami

Senior Executive | Customer Experience | Business Transformation  
| Operations Excellence | Quality Optimization | Sales  
Tallahassee, Florida Area

## Summary

- sonjoyk@yahoo.com •

Building customer-focused environments of accountability, reliability and ownership is my passion. Driving business transformation that positively disrupts while significantly growing top-line sales and bottom line performance is my specialty.

A data-driven game changer, organizational turnaround/development expert, innovation strategist, Six Sigma Champion and executive partner, I leverage a unique working knowledge of the entire product life cycle with a career of creating and implementing highly effective, forward thinking business management systems (BMS) that align people, processes and technology initiatives with business strategy and vision, while moving the company forward. Noted for:

### CROSS-FUNCTIONAL LEADERSHIP

Built cultures of innovation and collaboration through ongoing engagement of global teams including sales, marketing, project management, engineering, safety, quality, reliability, operations, supply chain, customer service, and HR.

### BUSINESS TRANSFORMATION

Reorganized Turbocor's Engineering, Manufacturing, Supply Chain and Aftermarket departments/processes, growing revenues by 23% YoY over two years.

### GLOBAL SALES GROWTH DRIVER

Led aftermarket business through innovation of new recurring and residual sales channels globally with digital sales platforms. In this direct client facing role, developed global service centers and aftermarket parts distribution/holistic pricing strategies that drove a 10% YOY sales.

## REVITALIZATION OF CUSTOMER EXPERIENCE

Turned around failing relationship with US Military and Air Force at Cummins. Through a systematic approach of Six Sigma/PDCA improved RFT from 40% to 100% in < 6 months.

## PROACTIVE PROBLEM SOLVER

Within first month at Turbocor, uncovered 17 quality/reliability issues impacting bottom line/customer satisfaction. Led group in devising/executing strategy. Resolved issues in six months to maintain 95% market share in an extremely competitive market. Improved NPS from -67 to +26.

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## Experience

### Danfoss

4 years 5 months

Vice President of Global Supply Chain & Operations

May 2016 - Present

Tallahassee, Florida Area

Vice President of Global Customer Experience & Quality

April 2015 - May 2016 (1 year 2 months)

Tallahassee, Florida

### Cummins Inc.

6 years 11 months

Director of New Product Introduction & Quality | Turnaround | Six Sigma | Customer Service Excellence

January 2011 - April 2015 (4 years 4 months)

Fridley, Minnesota

(Held three roles concurrently)

## OPERATIONS SIX SIGMA CHAMPION

NPI AND QA DIRECTOR

CUSTOMER SUPPORT EXCELLENCE (CSE) FUNCTIONAL LEADER

Promoted to assess and create and launch Six Sigma strategy that would halt a three-year record of consistent audit failures, improve NPI, and build a culture of ownership and accountability. Led 58 people (five Black Belts) in supporting \$1.2B in annual revenue within global Power Generation

BU. Worked across customer, distribution, sales, engineering, operations, purchasing, supplier, reliability, and service teams globally. Managed \$7.3M budget; influenced decisions regarding \$1.2B AOP. Ensured manufacturing and quality standards are met at each gate of new product introduction (NPI) process.

#### OPERATIONS SIX SIGMA CHAMPION

Translated mission/goals/metrics to develop and implement 6S Maturity Model, remove roadblocks, and manage resources including Green Belts and Black Belts.

#### CSE FUNCTIONAL LEADERSHIP

Ensured BU delivered world-class customer service via implementation of net promoter score (NPS) system, customer witness test, employee recognition, and training programs. Served as senior member of Cummins Local Diversity Council and a certified Safe Leader.

#### CULTURAL REBOOT

\*Spearheaded development of a QMS globally that enabled successful pass of audit without single major finding, first time in three years.

\*Turned around failing customer relationship and potential loss of a \$320M yearly contract with the US Military and Air Force.

\*Built community of workers with performance understanding, accountability and tied to the quality end goal, by having customers come into the company to tell their story and unique needs.

#### SIGNIFICANT PERFORMANCE IMPROVEMENTS

\*Improved warranty PPM by 79%+, and right first time (RFT) by 10% from 89.1% to 99%.

\*Reduced monthly nonconforming material (NCM) inventory by 82%, NCM throughput time by 94%, CAR throughput time by 81%, monthly scrap cost by 58%, and monthly warranty cost by 53%.

Six Sigma (6S) Black Belt | Global Functional Excellence | Project Leadership | Continuous Improvement  
July 2009 - December 2010 (1 year 6 months)  
Fridley, Minnesota

Brought a Six Sigma culture into Cummins Power Electronics BUs. As an internal Six Sigma Black Belt and high potential, served as SME in rotational global functional excellence leadership role. Planned, facilitated and led 6S projects. Drove process, productivity, and efficiency improvements across global supply chain. Partnered all stakeholders to identify CI opportunities. Fostered cross-organizational sharing of best practices by networking with Black Belts and Master Black Belts. Facilitated 6S Belt training and coached project team members.

#### MANAGEMENT OF MULTIPLE PROJECTS

Delivered \$3.7M PBIT savings by successfully completing eight major 6S projects in 1.5 years, well under normally allotted two years.

#### DIGITALIZATION OF MANUFACTURING PROCESSES

Transformed global Power Electronic department to 6S culture by implementing 6S Maturity Model. In under two years, improved employee to 6S Belt ratio 62%, grew annual PBIT savings from zero to \$3.4M, and grew number of projects completed annually from 4 to 47.

#### QUALITY OPTIMIZATION

Optimized continuous quality improvements by training, mentoring and leading 49 6S Green Belts.

#### AWARD WINNING CAREER

Won Chairman's Award every year as a nominee and a finalist.

Program Manager | Digitalization of Sales and Marketing Processes |  
Quality Improvements | NPD

June 2008 - July 2009 (1 year 2 months)

Fridley, Minnesota

Recruited to bring expertise of medical device standards and quality, as well as digitalization, into Cummins manufacturing processes. Developed and implemented existing/new programs composed of multiple cross-functional global projects. Managed \$1.3M program budget; oversaw four project managers.

#### STRATEGIC LEADERSHIP

Supported ~\$55M annual business by overcoming vendor challenges including bankruptcy during initial phases of program development with only \$400K of \$1.2M contract paid out.

## NEW PROGRAM DEVELOPMENT | STANDARDS IMPROVEMENT

Played key role in developing two programs that garnered ~\$19M in revenues while reducing time to customer.

## OFFSHORING SET UP

Facilitated successful transfer of engineering work for ~\$55M in engineer-to-order product to offshore manufacturing operation in India. Secured management approval for offshore transfer.

## Medtronic

Project Manager | FDA Compliant | Automation | Product Development | Medical Device

June 2005 - May 2008 (3 years)

Minneapolis, MN

In this process-driven role, hired to ensure testing requirements and scenarios were met in parallel with physician needs and FDA guidelines. As an internal consultant, led quality team of nine engineers, multi-site cross-functional teams, and consultants within Neurology BU. Coordinated management reviews and third-party audits that include FDA and ISO.

## CROSS FUNCTIONAL INTERACTION

Played key role in successful FDA submissions of implantable medical device, clinician programmer, and patient controller by partnering with all stakeholders throughout product development life cycle.

## QUALITY IMPROVEMENT

Reduced test throughput time by 31% by enhancing automated test procedure and streamlining test scripts.

## COMPLIANCE ASSURANCE

Assured compliance with corporate policies, ISO 13485, ISO 17025, in vitro diagnostic device, Canadian medical device regulations, quality system regulation, and medical device good manufacturing practices.

## Kroll Ontrack

Senior Quality Assurance Leader – JIT | Transformation Driver | Agile/Scrum | Software Development

May 2003 - June 2005 (2 years 2 months)

Eden Prairie, MN

## SOFTWARE DEVELOPMENT PROJECTS | TEAM LEADERSHIP

During transition from software to agile-driven software development (Scrum) environment, led a team of seven software QA engineers. Supported portfolio of engineer-to-order data recovery software development projects. Supported new product development for government agencies, DOJ, CIA, and commercial/consumer sectors. Reduced throughput time by 47%, while boosting productivity by 53%; Drove 17% reduction in common problems.

#### UnitedHealth Group

Quality Assurance Manager | Test Automation | Data Validation |  
Process Optimization | Leadership

January 2001 - May 2003 (2 years 5 months)

Minnetonka, MN

#### L-3 Coleman Aerospace

Software Engineer / QA Analyst | Hardware / Software Integration |  
Aerospace Technologies | Training

July 1997 - December 2000 (3 years 6 months)

Burnsville, MN

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## Education

#### Purdue University - Krannert School of Management

Master of Business Administration (M.B.A.) · (2012 - 2014)

#### Vaughn College of Aeronautics and Technology

Bachelor of Science (BS), Aeronautical/Aerospace Engineering  
Technology · (1992 - 1997)





**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY**

**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> Mr. Thomas West Allen, III		<b>Date:</b> 6/4/2020 3:50:14 PM	
<b>Home Address:</b>	1807 Sageway Drive Tallahassee, FL 32303	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	No
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 528-9494	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	allen.tom@ccbg.com	<b>How many years have you lived in Leon County?</b>	36

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Capital City Bank	<b>Work Address:</b>	1301 Metropolitan Boulevard Tallahassee, FL 32303
<b>Occupation:</b>	Banker		
<b>Work/Other Phone:</b>	(850) 402-7990		

**(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>	M	<b>Age:</b>	61
<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>	Bryan Desloge	<b>Name:</b>	Thomas A. Barron
<b>Address:</b>	1108 Sandhurst Drive Tallahassee, Florida 32308	<b>Address:</b>	217 N. Monroe, Tallahassee, FL 32301
<b>Phone:</b>	(850) 841-9285	<b>Phone:</b>	(850) 407-7790

**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.

I actively served on the Innovation Park Board for several years (board member, treasurer) and remain interested in the success of this organization.

**(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.

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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? ***Innovation Park Board of Governors***

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?\* **Yes**

If yes, please explain ***Capital City Bank provides financial services to counties and municipalities in our geographic footprint.***

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 must be residents and electors of Leon County, or have their principal place of employment in the County.**

Are you a resident of Leon County AND a registered voter in Leon County? **Yes**

Is your principal place of employment in Leon County? **Yes**

Place of Employment & Address ***Capital City Bank 217 N. Monroe Street Tallahassee, FL 32301***

**Members on this Authority must file a Financial Disclosure Form #1 from the Florida Commission on Ethics, per State Statute 112.3145. Financial Disclosure Information - Ethics**

Are you willing to file a Financial Disclosure Form? **Yes**

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Officer duties are more fully described in the LCRDA Bylaws. Officers are fully supported by the LCRDA staff in preparation of all required documents, agendas, meeting reports and financial reports.

I understand that I will be asked to serve as an officer on a subcommittee and agree to serve. **Yes**

The nominating committee shall make recommendations to the Leon County Board of County Commissioners for the six at-large members.

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

Signature: *Mr. Thomas West Allen, III*

The application was electronically sent: 6/4/2020 3:50:14 PM

## **Thomas W. Allen**

1807 Sageway Drive  
Tallahassee, Florida  
850/528-9494  
[allen.tom@ccbg.com](mailto:allen.tom@ccbg.com)

*technical orientation  
sales and marketing knowledge  
P&L minded  
team builder  
successful leader  
diverse skills and experience*

## **EDUCATION**

M.S. Geology (water resources) 1987 – Florida State University  
B.S. Geology 1982 – Florida State University

## **REGISTRATIONS/LICENSES**

NMLS	1144420
General Contractor	CGCO54425 (FL active)
Professional Geologist	Several States (inactive)
Pollutant Storage Contractor	PCCO48417 (inactive)
Low Voltage License	Georgia (inactive)

## **CURRENT AFFILIATIONS**

Leadership Tallahassee (Class 17; past board member and chairperson)  
Leadership Florida Graduate

## **CAREER HISTORY**

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### **Capital City Bank**

**(NASD: CCBG)**

#### **Manager:**

**EVP - 2020**

**Specialty Lending 2016**

**Residential Mortgage 2013**

**Virtual Banking and Sales Management 2008 – 2013**

Responsible for the redevelopment and acquisition of new bank locations in Florida, Georgia, and Alabama with a focus on efficient and modern delivery of service.

Specialty Lending includes three primary responsibilities: 1) Residential Mortgage; 2) Indirect Auto Sales Management; and, 3) Evaluation of business opportunities for CCB.

- 1) Residential Mortgage Manager – responsible for CCB’s 50+ person, \$325 million annual production residential mortgage department engaging in the origination, processing, underwriting and investor sales for CCB. Also, responsible for managing an in-house portfolio of 1-4 residential mortgages totaling roughly \$150 million.
- 2) Indirect Auto Sales Management – responsible for sales, sales strategies and pricing for a \$280 million dollar indirect auto portfolio generating in excess of \$10 million in monthly production.
- 3) Responsible for evaluation of select business opportunities for CCB. Recent examples include review and purchase of several residential loan pools with a current balance of \$32 million.

### **Previous CCB Responsibilities:**

**Virtual Banking Manager** - Developed strategies for out-of-branch banking solutions and assists in acquisition, development, and implementation of these strategies. Used analytical skills to assess data and guide decision-making process. Worked strategically and integrally with 66 retail offices (branches) in CCBG’s three-state region to assess competition and provide direction for alternate distribution channels (on-line, mobile, Web site, etc.).

**Sales Leadership Manager** – Worked with Marketing and Retail Bank to provide strategies to increase market penetration and increase profitability. Benchmarked CCBG’s 66 branches against one another and against peer data to achieve higher results. Provided proactive sales lists and develops specific strategies, using technology, to affect a better outcome for the franchise.

### **Prior Experience:**

**Red Brick Partners, LLC**                      2005 – 2008

Partner in a successful real estate development and private equity firm focusing on capital appreciation and sustainable cash flow generation. Typical projects include real estate development, arbitrage (projects with a repositioning time-line of two years or less) and operating businesses.

Through another LLC, developed Alliance Center, the 80,000 mixed-use project in downtown Tallahassee. Red Brick has some interests in closely-held operating businesses.

**Business Communications, Inc.**      1998 – 2005

Co-owner of a business telephone sales, installation, and repair company purchased in early 1998. Profitably grew revenues 20%+ percent per year from \$1.5 million in sales to more than \$5 million at year six and established offices in Pensacola and Tampa. BCI also acquired a Sarasota-based interconnect and began a successful outsourced computer networking company, NetworX! Negotiated and sold Business Communications, Inc. and related entities to publicly-traded Black Box Network Services (NASD: BBOX) in April 2005.

**Levine-Fricke, Inc.** 1994 - 1998  
(now Arcadis)

Principal Hydrogeologist and Eastern Region Business Development Manager for a national environmental consulting firm. Served as member of 16-person steering committee for the company. In the second year of tenure, landed a \$12 million high-profile project for a Joint Venture of Monsanto Corporation and Zeneca Agricultural Products. Within weeks of award, and as a condition of the client, relocated to a suburb of Chicago, IL, negotiated a \$1 million pre-payment from the client, purchased the assets of a small environmental firm with appropriate licenses and office space, hired roughly 60 technical staff and assisted with business and technical guidance for the project. This project, assisting major chemical companies federally register an agricultural herbicide, roughly doubled the annual revenues of Levine-Fricke, Inc., was a major profit generator for more than 4 years, and stimulated the eventual sale of the company to a European-based company.

**RUST Remedial Services, Inc.** 1988 – 1994  
(previously Chemical Waste Management, Inc. ENRAC Division)

Business Development Manager hired to expand southern-region's hazardous waste clean-up business into Florida. Within two years, company was generating more than \$25 million in annual business in Florida. Duties included lead generation, project scoping and bidding, and project management. In 1992, was promoted to Business Manager for the 11-state Southern Region and commuted to Houston, TX overseeing the business side of a \$250 million+ construction unit with more than 250 employees.

**Woodward Clyde Consultants, Inc.** 1985 - 1988  
(now AECOM)

Hydrogeologist for the then newly-formed Tallahassee office of Woodward-Clyde Consultants. Focused on both technical aspects and development of new business for the office. Instrumental in growing the office from a one-client support group to a sustainable business with clients throughout Florida, Alabama, and Georgia.



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY**

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<b>Name:</b> Mr. William Hollimon		<b>Date:</b> 5/7/2020 9:12:00 AM	
<b>Home Address:</b>	826 Washington St Tallahassee, FL 32303	<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) 320-8515	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	bill@hollimonpa.com	<b>How many years have you lived in Leon County?</b>	30

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Hollimon, P.A.	<b>Work Address:</b>	118 N. Gadsden St. Tallahassee, FL 32303
<b>Occupation:</b>	Attorney		
<b>Work/Other Phone:</b>	(850) 320-8515		

**(OPTIONAL)**

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<b>Race:</b>	White	<b>Gender:</b>	M	<b>Age:</b>	60
<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>	Jon Moyle	<b>Name:</b>	Mike Campbell
<b>Address:</b>	118 N. Gadsden St. Tallahassee, FL 32301	<b>Address:</b>	111 S. Monroe St, Suite 3
<b>Phone:</b>	(850) 681-3828	<b>Phone:</b>	(850) 545-7354

<b>Resume Uploaded?</b>	Yes
<p>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.</p>	

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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 must be residents and electors of Leon County, or have their principal place of employment in the County.**

Are you a resident of Leon County AND a registered voter in Leon County? **Yes**

Is your principal place of employment in Leon County? **Yes**

Place of Employment & Address **Hollimon, P.A. , 118 N. Gadsden St. 32301**

**Members on this Authority must file a Financial Disclosure Form #1 from the Florida Commission on Ethics, per State Statute 112.3145. Financial Disclosure Information - Ethics**

Are you willing to file a Financial Disclosure Form? **Yes**



The Leon County R&D Authority (LCRDA) Board of Governors has expressed the preference that, whenever possible, its officers (Chair, Vice Chair, and Treasurer) be elected from the pool of six at-large members. In some instances, at-large Board members may need to serve as officers for as many as three years of their four-year terms. Officers, along with the immediate past Chair, serve on the Executive Committee. The Treasurer serves as Chair of the Budget Committee, member of the Investment Advisory Committee, and attends Audit Committee meetings. All members may be asked to volunteer to serve on other committees as needed (e.g., procurement evaluation committees).

Meeting Frequency:

Board of Governors - First Thursday of every even numbered month.

Executive Committee - Monthly as needed

Budget Committee - September (one time per year)

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Officer duties are more fully described in the LCRDA Bylaws. Officers are fully supported by the LCRDA staff in preparation of all required documents, agendas, meeting reports and financial reports.

I understand that I will be asked to serve as an officer on a subcommittee and agree to serve. **Yes**

The nominating committee shall make recommendations to the Leon County Board of County Commissioners for the six at-large members.

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

Signature: *Mr. William Hollimon*

The application was electronically sent: 5/7/2020 9:12:00 AM

**WILLIAM H. HOLLIMON**

118 N. Gadsden Street  
Tallahassee, FL 32301  
(850) 320-8515 [Office]

826 Washington Street  
Tallahassee, FL 32303  
(850) 386-6880 [Home]

E-Mail: bill@hollimonpa.com

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**Education:** Juris Doctor, with honors, Florida State University, December 1996  
Masters of Business Administration, Florida State University, December 1996  
Bachelor of Science, Mechanical Engineering, University of Florida, April 1983

**Experience:** Owner – Hollimon, P.A., Tallahassee, FL. Practice focuses on: patent, trademark, and copyright prosecution and litigation; mediation of complex litigation; strategic planning and guidance for technology related businesses; Florida Public Service Commission and other administrative law proceedings; general commercial litigation. (2010 – present)

Partner – Pennington Moore Wilkinson Bell & Dunbar, P.A., Tallahassee, FL. Patent and Intellectual Property Attorney. Practice includes all phases of patent, trademark, and copyright prosecution and litigation and strategic planning and guidance to technology related businesses. Practice also includes civil and administrative litigation in areas of environmental, energy, construction, and professional licensure. Significant litigation experience in federal courts, state courts, and before state administrative agencies. (2006 – 2010)

Shareholder - Moyle Flanigan Katz Raymond & Sheehan, P.A., Tallahassee, FL. Patent and Intellectual Property Attorney. Patent, trademark, and copyright prosecution and litigation and strategic planning and guidance to technology related businesses. Civil and administrative litigation in areas of environmental, energy, construction, and professional licensure. Significant litigation experience in the areas of power plant siting and electricity sales contracts. (2002 – 2006)

Shareholder - Ausley & McMullen, P.A., Tallahassee, FL: Patent and Intellectual Property Attorney. Patent, trademark, and copyright prosecution and litigation. Practice also includes civil and administrative litigation in areas of environmental, energy, construction, and professional licensure. (1996 – 2002).

City of Tallahassee, Tallahassee, FL: Plant Engineer; Clean Air Act Compliance Coordinator - Generating Facilities; Acting Plant Manager, Hopkins Generating Station. (1990 – 1996)

Alabama Power Company, Dothan, AL: Construction Engineer, responsible for estimating, planning, scheduling, management, installation, and performance testing of plant modifications. (1987 – 1990)

Southern Company Services, Inc., Birmingham, AL: Design Engineer, responsible for design, installation, and testing of plant modifications to power plants in the Southern Company system. (1985 – 1987)

Carolina Power & Light, Co., Wilmington, NC: Construction Engineer, responsible for implementing plant modifications. (1983 – 1985)

**Professional:** Member, Florida Bar: Bar No. 0104868  
Member, United States Patent Bar: Registration No. 47,328  
Circuit Civil Mediator, No. 21235 R (inactive)  
Florida Professional Engineer (inactive): Registration No. 43,702  
Past Member, City of Tallahassee Sinking Fund Commission  
and Investment Advisory Committee  
Vice-Chairman, Florida Elections Commission (2008 – 2011)  
Board Member, City of Tallahassee Independent Ethics Board (2018)

**Personal:** Spouse: Lorraine Ausley  
Children: John Hollimon, Will Hollimon



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY**

**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> Mr. Ali Kamakhi		<b>Date:</b> 5/18/2020 12:32:05 PM	
<b>Home Address:</b>	5663 Tecumseh Dr Tallahassee, FL 32312	<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) 405-8591	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	alikamakhi@gmail.com	<b>How many years have you lived in Leon County?</b>	2

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Jareed Business Reports	<b>Work</b>
<b>Occupation:</b>	Founder	<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>	M	<b>Age:</b>	37
<b>District:</b>	District I	<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>	Scott Balog	<b>Name:</b>	Antonio Montoya
<b>Address:</b>	TCC Innovation Center, 300 W Pensacola St, Tallahassee, FL 32301	<b>Address:</b>	
<b>Phone:</b>	(850) 322-6583	<b>Phone:</b>	(256) 527-1521

**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?\* **No**

Have you served on any previous Leon County committees?\* **No**

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**

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Are you a resident of Leon County AND a registered voter in Leon County? **No**

Is your principal place of employment in Leon County? **Yes**

Place of Employment & Address **Jareed Business Reports 914 Railroad Ave, Tallahassee, FL 32310**

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Are you willing to file a Financial Disclosure Form? **Yes**

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I understand that I will be asked to serve as an officer on a subcommittee and agree to serve. **Yes**

The nominating committee shall make recommendations to the Leon County Board of County Commissioners for the six at-large members.

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

Signature: *Mr. Ali Kamakhi*

The application was electronically sent: 5/18/2020 12:32:05 PM



## ALI A. KAMAKHI

[alikamakhi@gmail.com](mailto:alikamakhi@gmail.com) +1 (850) 405 8591

5663 Tecumseh Dr, 32312, Tallahassee, FL

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### EDUCATION

**2012 - 2013 Australian Graduate School of Management**, Sydney, Australia  
Full Time Master of Business Administration (MBA), top MBA program in Australia

**2002 - 2006 American University of Beirut**, Beirut, Lebanon  
Bachelor of Science (Geology)

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### PROFESSIONAL EXPERIENCE

**2020 - NOW Founder, Jareed Business Reports**

*Jareed Business Reports is an online media platform to deliver business to millennials. Jareed currently focuses on reports in Arabic to fill a market gap for global business news in Arabic. Jareed is built as a fully digital scalable model with very ambitious targets..*

While at Jareed

- Identified the business opportunity and built a beta version of the business
- Built the mechanism with a lean team to drive content creation, growth, and brand building
- Launched the business reports in on March 15<sup>th</sup>, with very positive initial responses
- Continuously modifying the business model to achieve ambitious growth targets

**2019 - NOW Member, Capital City Chamber**

**2018 - NOW Mentor Network Advisory Board member, Domi Station**

While at Domi Station

- Awarded as top mentor in TLH Mentor Network in 2019
- Advising different startups hosted at Domi Stations (such as Linus Industries) in the fields of Strategy and Business Development.
- Selected to be on the TLH Mentor Network Advisory Board
- Selected to be one of the mentors in the Get Started program of Domi Station in 2019.

**2014 - 2018 Founder and Managing Partner, Macro Management Consulting,**

*Macro Management Consulting is a Jeddah based Saudi strategy consulting firm. Macro offers consulting projects in the areas of Strategy, Operations, Organizational Excellence, and Marketing.*

While at Macro:

- Founded and led the growth, expansion, diversification, of the company. And lately handled the transition

of business to the current managing partner.

- Led the team to deliver many projects in the area of strategy including:
  - develop the investor kit to be presented to the governor of PIF for a SAR 600 Million project.
  - Conducted a strategy review for a premium Jeddah based branding agency. The review covered global and local market trends, and internal analysis of the agency.
  - Led diagnosing the operations of a Saudi Facility Management company, to identify root causes of limitations on achieving operational excellence.
  - Led an engagement with a client team to review the strategy and diagnose a Saudi Arabian based investment organization. The strategic review included prioritizing the opportunities portfolio of the company with a focus on optimizing the learning curve of the company.
  - Independently reviewed the growth strategy of an Egyptian company to prioritize growth opportunities in the region to offset decreasing business activity in Egypt. The outcomes of the strategy was a roadmap for key opportunities with detailed way forward activities.
- And led the team to deliver many projects in the area of operations, including:
  - Led developing Standard Operating Procedures (SOP's) of a local MMA and Functional Fitness gym chain to enable growth while maintaining the standards of the service in auditable documentation.
  - Conducted and organizational and operational review of a local recycling firm to standardize operations and improve effectiveness and efficiency.
  - Drafted the operation manual, marketing strategy and the initial business model, for a newly established Saudi company. The engagement included adapting a completely new service to the Saudi market using global benchmarks along with local market insights. I lead the streams of stakeholder engagement and producing the operations manual.

## **2017 - 2018 Strategy Management Office, CEDA, Saudi Arabia**

*The Strategic Management Office (SMO) is the execution arm of the Strategic Management Committee (SMC), which reports to the Council of Economic and Development Affairs (CEDA). Both the SMC and CEDA are chaired by HRH the crown prince.*

While at SMO:

- Led a team to initiate and manage the relationships with the 12 Supporting Entities to Vision 2030 to help the Vision Realization Programs (VRPs) to direct and quantify their impact on the economy. This resulted in designing and implementing processes to enable VRPs to estimate the number of jobs they'll create, the contribution to GDP it predicts, the Local Content it'll increase, as well as other macroeconomic indicators.
- Managed the relationship with several global and local independent entities to verify the KPIs and ambitions of the vision programs. These entities included the World Bank and other local independent entities.
- Managed the team coordinating the planning and launch of 3 VRPs, ensuring that the programs and prepared and launched with minimal delays to the schedule. The three Vision 2030 programs were approved and are ready to be launched in Q1 2018.
- Led teams to revise the strategies and delivery manuals of several governmental entities to ensure their alignment with the Vision 2030 governance and ecosystem.
- Contributed to several other projects including within SMO, such as: Updated governance of Vision 2030, the process of financing the Vision programs, macroeconomic modelling of visions programs impact,



performance measurement and management of vision programs, as well as other strategic projects.

## **2015 - Now Co-founder, White Space Coworking Spaces, Jeddah, Saudi Arabia**

*White Space Coworking Spaces is a Jeddah based Co-working space with an entrepreneurial spirit. White Space offers serviced offices to entrepreneurs from different fields to enable them to launch and test their business ideas with minimal Capex.*

Achievements of White Space:

- As soon as it launched, White Space won the best entrepreneur prize in the most important startup exhibit in Jeddah, Saudi Arabia. (Seventh Jeddah Young Business Committee Exhibit 2015).
- Started with one branch in 2015 and currently grew to 4 branches of coworking spaces with continuous growth in coworking spaces as well as introducing additional new concepts soon
- White Space has housed and serviced more than 200 start-ups since 2015, supporting the creation of over 1000 direct and indirect full time jobs
- In 2018, White Space received special honouring by Small and Medium Enterprise Authority (SMEA) for its contribution to the entrepreneurial community
- White Space has reached a valuation of SAR 20 Million (Around \$ 5 Million) and growing.

Contributions to White Space:

- Supervised the setting up and launch of White Space business model: service design, target segment, pricing, marketing, and all other start up aspects. And overlooked initial operations of White Space and continuous screening of applicants to the co-working space
- Currently overlooking the expansion strategy of White Space: geographic expansion plan, streamlining funding options, and participating in presenting pitching rounds

## **2013 - 2014 Management Consultant, Schlumberger Business Consulting, Perth, Australia**

*Schlumberger Business Consulting (SBC) is the management consulting arm of Schlumberger focused on the energy sector. SBC has grown rapidly since 2004 to become a leading global management consulting firm and in the oil and gas sector with over 250 consultants operating from 15 offices worldwide.*

While working at SBC:

- Led a stream with an SBC and a client team in an exploration organization to reprioritize exploration portfolio by redefining the methodology to prioritize upstream to ensure a systematic target based approach.
- Worked on the implementation of a new organization model for the Exploration Group of a large NOC. This included producing a reference manual that outlined the organizational new ways of working.
- Led and contributed to several Business Development activities in Perth with some of the largest operators in Australia.

## **2001 - 2011 Saudi Aramco, Dhahran, Saudi Arabia**

### ***Explorationist (2009-2011), Area Exploration***

- Contributed as part of the North West Exploration Team, responsible for the execution of Saudi Aramco's corporate growth strategy concerning energy sources in the north west of Saudi Arabia.

- Significantly exceeded annual exploration goals concerning the north west exploration portfolio reserves becoming accountable for evaluation and development of strategies to pursue shale gas potential in north west Saudi Arabia.
- Led and contributed to variable special projects such as compilation of annual reports, Saudi Aramco's strategic Tight Gas Technical Assessment Team (TGTAT) to evaluate tight gas potential in Saudi Arabia and execution of major production increases.
- Won 1st prize at a three month Arab Oil Exploration Workshop, Egypt (2009) sponsored by Saudi Aramco and Petroleum Development Oman; participants were from across Saudi Arabia and Oman.

***Development Geologist (2006-2009), Reservoir Characterization Department***

- Contributed as part of the team responsible for the development of the largest oil production increment globally to increase Saudi Aramco's daily production capacity to 12 million barrels of oil per day; generated well development plans and supervised their execution.
- Supervised operations on well sites for both oil and gas drilling in onshore and offshore fields in Saudi Arabia including multiple locations in Ghawar, the largest oil field in the world.
- Led a team in compiling the Saudi Aramco Exploration Annual Report 2006, capturing all hydrocarbon exploration and development activities in Saudi Arabia; the report is high profile and accessed only by the executives of Aramco and the minister of oil in Saudi Arabia.

***Exploration CDPNE (2001-2006), Area Exploration Department***

- Attended various formal and company training programs to be familiarized with oil exploration geoscience. The training included a full funded scholarship to AUB to complete a bachelor degree in Geology.

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## ADDITIONAL INFORMATION

**NATIONALITY:** Saudi Arabian

**LANGUAGES:** English (Fluent), Arabic (Native)

**ADDITIONAL INTERESTS:**

- **Business Podcast:** Founded and hosted the first season of an Arabic business podcast called "Business Box" under the MSTDFR podcasting network. The aim of the podcast is to improve Arabic podcast business content, through presenting well researched yet short and simplified business topics such as "disruptive innovation", evolution of coffee as a business, the shared economy, (2016) [www.mstdfr.com/shows/bb/](http://www.mstdfr.com/shows/bb/)
- **Fitness and Outdoors:** active crossfitter and and enjoy recreational fishing.
- **Community Service:** Co-founder of a social project to motivate high school students to discover their best fitting college degree achieve their ambitions (2008-2009)



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY**

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**Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mr. Raja Shekhar Komuroji		<b>Date:</b> 5/21/2020 1:40:11 PM	
<b>Home Address:</b>	1034 High Meadow Dr Tallahassee, FL 32311	<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) 391-2230	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	shekhar.raja@outlook.com	<b>How many years have you lived in Leon County?</b>	17

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	CanDoTech Consulting Inc	<b>Work Address:</b>	1034 High Meadow Dr Tallahassee, FL 32311
<b>Occupation:</b>	Information Technology Professional		
<b>Work/Other Phone:</b>	(850) 391-2230		

**(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>	Asian	<b>Gender:</b>	M	<b>Age:</b>	46
<b>District:</b>	District I	<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>	Ron Miller	<b>Name:</b>	John E. Dailey
<b>Address:</b>	2051 E. Paul Dirac Drive, Ste. 100, Tallahassee, FL 32310	<b>Address:</b>	300 S. Adams St., Tallahassee FL 32301
<b>Phone:</b>	(850) 575-0343 Ext.2	<b>Phone:</b>	(850) 891-0000

**Resume Uploaded?** No

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.

I believe I can bring valuable expertise and prespective to this board position.

I have served on the 1) City of Tallahassee Parks and Recreation Citizens Board as member and chair 2) State of Florida Employee Leasing Companies Board as member and chair 3) Graduate of City of Tallahassee Citizens Police Academy 4) Graduate of City of Tallahassee Citizens Fire Academy 5) Owner of multiple Small businesses since 2005 6) Vendor to State of Florida for all Information Technolgoey Consulting Services 7) Worked for Office of State Courts Administration

**(COMMITTEE QUESTIONNAIRE)**

## IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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Have you served on any previous Leon County committees?\* **No**

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**

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Are you a resident of Leon County AND a registered voter in Leon County? **Yes**

Is your principal place of employment in Leon County? **Yes**

Place of Employment & Address **CanDoTech Consulting Inc. 1034 High Meadow Dr, Tallahassee, FL 32311**

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I understand that I will be asked to serve as an officer on a subcommittee and agree to serve. **Yes**

The nominating committee shall make recommendations to the Leon County Board of County Commissioners for the six at-large members.

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

Signature: *Mr. Raja Shekhar Komuroji*

The application was electronically sent: 5/21/2020 1:40:11 PM

# Raja Shekhar S Komuroji

Phone: 850-391-2230  
Email: shekhar.raja@gmail.com

## **Experience Highlights:**

- Director of Software Development
- Insurance, Finance, Education and Government Consulting - HP Government Services
- Global Projects Team Member
- Government Contracts & Negotiation
- Consultant – Computer Systems
- Consulting Contract with the Florida Department of Financial Services 2012
- An employee of the Florida Department of Juvenile Justice 2010
- Consulting Contract with the Florida Department of Law Enforcement 2009
- An employee of Florida Fish and Wild Life conservation commission
- Currently an employee of Office of State Courts Administrations

## **Accolades:**

- Nominated for Superior Job Performance Award at Florida Fish and Wildlife conservation commission in December 2007 and a certificate was issued by the office of executive director.
- Nominated for Spirit Award 2019 by colleagues at OSCA OITS.

## **Security:**

- Level 4 CJIS Security Training
- Protected Critical Infrastructure Information (PCII) Program Authorized User Certification US Department of Homeland Security.

## **Certification:**

- Centers for Medicare & Medicaid Services Parts C & D Compliance Training.
- Regulations and Standards: Where Encryption Applies.
- EU General Data Protection Regulation (GDPR) Proposals.
- Data Ethics
- Developing Innovative Ideas for New Companies: The First Step in Entrepreneurship

## **Leadership Experience:**

- Employee Leasing Companies Board with State of Florida  
From Jun 2017 – Present  
Appointed by the Executive Department of State of Florida. Provided thorough background check and full financial disclosure.  
As a consumer representative on Employee Leasing Company Board at the State of Florida, entrusted to protect employees and work towards attracting and retain businesses to Florida.
- Infragard North Florida Tallahassee Chapter  
Interim Secretary from Nov 2018 – Present  
Provide leadership to re-engage North Florida chapter members.

InfraGard is a partnership between the FBI and members of the private sector. The InfraGard program provides a vehicle for seamless public-private collaboration with government that expedites the timely exchange of information and promotes mutual learning opportunities relevant to the protection of Critical Infrastructure. With thousands of vetted members nationally, InfraGard's membership includes business executives, entrepreneurs, military and government officials, computer professionals, academia and state and local law enforcement; each dedicated to contributing industry specific insight and advancing national security.

- Cub Scouts Cub Master for Pack 114  
From Aug 2018 – Present  
Teach young scouts about civility, respect, teamwork, and civic engagement.
- Graduate of City of Tallahassee Fire Department in October 2019  
Learned a lot about emergency response and the inner working of a Police Department.
- Graduated from 69th Citizens' Police Academy at City of Tallahassee Police Department in Nov 2018  
Learned a lot about the inner working of a Police Department.
- City of Tallahassee Parks and Recreation Citizens Advisory Board  
from Jul 2016 – June 2019  
To serve as an adviser to the Tallahassee City Commission and to the Parks and Recreation Department on issues presented to the field of leisure and active lifestyle services.
- Graduated from Class of 10 from Entrepreneurial Excellence Program at City of Tallahassee Economic Development Council in December 2015.
- North Florida Vegetarian Festival  
Web Specialist. A volunteer wearing many hats.
- Treasurer  
Indian Association of Tallahassee  
From Dec 2008 – Dec 2010
- Currently an applicant for Leadership Tallahassee, Leadership Florida and Florida Tax Watch

**Business Experience:**

- Owner of numerous small businesses since 2005 that specializes in Information Technology and Engineering which continue to be profitable employing qualified Tallahassee residents.

**PROFESSIONAL EXPERIENCE:**

Client: Florida Department of Revenue

Dec 2020 – To Date

Role: Application Architect

Support all Non-ERP related Oracle databases on Linux and Windows servers and SQL Servers of various versions that contain sensitive and confidential information

Employer: Office of the State Court Administration  
Role: Information Systems Consultant II, Tallahassee FL  
Support Circuit Court Case Management System and advocate for open software-based applications  
Dec 2017 – 2019

Client: 5Star Life Insurance  
Role: Senior Developer Remote Support  
Maintain defense personal insurance application up to date  
Jun 2017 - Nov 2017

Client: www.credivoice.com  
Sr. Application Programmer Remote Support  
Maintain credit monitoring software  
April 2017 To May 2017

Employer: Florida Bar  
Website Developer, Tallahassee, FL  
Rewrite current software  
Sep 2016 To Mar 2017

Client: Kingdom Insurance Group.  
Thomasville, GA  
IT Director and Senior Migration Specialist  
Insurance Agent and Broker application aggregation software maintenance  
Apr 2016 to Aug 2016

Client: Florida Department of Education  
Title: Senior Data Migration Specialist Tallahassee, FL  
Rewrite FETPIP application  
Aug 2015 to Mar 2016

Employer: Promero Inc.  
Title: Director of Software Development, Pompano Beach, FL  
Software and workflow support for call center operations  
Jul 2014 to Jul 2015

Client: Department of Financial Services  
Division of Worker Compensation, Tallahassee, FL  
System for Tracking Assessments Reconciling Transactions (START)  
Jun 2013 to Jun 2014

Employer: Hewlett-Packard  
Client: The State of Florida, Agency for workforce innovation, Tallahassee, FL  
Workflow and Decision system for Early Learning Coalition  
Feb 2011 to May 2013

Employer: State of Florida  
Florida Department of Juvenile Justice, Tallahassee, FL  
Manage and Maintain JJIS, agency and third-party data requests  
Dec 2009 to Dec 2010

Client: State of Florida  
Florida Department of Law Enforcement, Tallahassee, FL  
Manage and Maintain ATMS along with other applications  
Dec 2007 to Sep 2009



Employer: State of Florida Fish and Wild Life conservation commission, Tallahassee, FL Conversion of Oracle forms to ASP.Net UI Screens for numerous applications	May 2005 to Dec 2007
Client: State of Florida Department of Financial Services, Bureau of Insurance (P&C and L&H), Tallahassee, FL Electronic Document Management System	May 2004 to Mar 2005
Client: Nationwide Financial Service (Nationwide Insurance) Columbus, OH Integrated Capital One Insurance EDMS system with Nationwide P&C division	Jul 2003 to Apr 2004
Client: Accenture Consulting (Health Care Industry) Hartford, CT, and Manilla, Philippines Workflow, intelligent decision and document management system for patient care	Jul 2002 to Jun 2003
Client: Mellon Financial Corporation Pittsburgh, PA Electronic Document Management System for Federal Roster	Apr 2002 to Jun 2002
Client: Soft Source LLC Minneapolis, MN Trucking, maintenance, and Driver Scheduling Software	Apr 2001 – Mar 2002
Client: 3M Logistics St. Paul, MN Sensitive and time-bound logistics shipping, tracking, and management system	Oct 2000 – Mar 2001
Client: Mc Larens Toplis North America Inc. Chicago, IL P&C Liquor Insurance	Jan 2000 – Sep 2000
Client: Columbus, OH, Counties of State of OHIO Dayton, OH Y2K code fix	Nov 1999 – Dec 1999
Client: Secretary of State, State of Indiana Indianapolis, IN Business Services, UCC filing, and other Corporate Services	Jul 1999 – Oct 1999
Client: Department of Management and Budget, Office of Financial Management The State of Michigan, Lansing MI Asset Management, Tracking and Valuation System	May 1998 – Jul 1999
Client: British Telecom (BT) Hyderabad, India Telecom Billing Software Y2K Fix	May 1995 – Apr 1998



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY**

**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> Mr. Doug Wheeler		<b>Date:</b> 5/13/2020 11:01:09 AM	
<b>Home Address:</b>	9825 Thunder Hill Trail Tallahassee, FL 32312	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	No
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 894-4805	<b>Do you own property in the Tallahassee City Limits?</b>	No
<b>Email:</b>	fsuwheeler@aol.com	<b>How many years have you lived in Leon County?</b>	41

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Florida Ports Council	<b>Work Address:</b>	502 East Jefferson Street Tallahassee, FL 32312
<b>Occupation:</b>	President & CEO		
<b>Work/Other Phone:</b>	(850) 222-8028		

**(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>	M	<b>Age:</b>	50
<b>District:</b>	District II	<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>	Will Croley	<b>Name:</b>	David Pollard
<b>Address:</b>	2814 Remington Circle, Tallahassee, FL 32308	<b>Address:</b>	1721 Copperfield Circle, Tallahassee, FL, 32312
<b>Phone:</b>	(850) 386-1685	<b>Phone:</b>	(850) 443-1843

**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?\* **No**

Have you served on any previous Leon County committees?\* **No**

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 must be residents and electors of Leon County, or have their principal place of employment in the County.**

Are you a resident of Leon County AND a registered voter in Leon County? **Yes**

Is your principal place of employment in Leon County? **Yes**

Place of Employment & Address **Florida Ports Council, 502 East Jefferson Street, Tallahassee, FL 32301**

**Members on this Authority must file a Financial Disclosure Form #1 from the Florida Commission on Ethics, per State Statute 112.3145. Financial Disclosure Information - Ethics**

Are you willing to file a Financial Disclosure Form? **Yes**

The Leon County R&D Authority (LCRDA) Board of Governors has expressed the preference that, whenever possible, its officers (Chair, Vice Chair, and Treasurer) be elected from the pool of six at-large members. In some instances, at-large Board members may need to serve as officers for as many as three years of their four-year terms. Officers, along with the immediate past Chair, serve on the Executive Committee. The Treasurer serves as Chair of the Budget Committee, member of the Investment Advisory Committee, and attends Audit Committee meetings. All members may be asked to volunteer to serve on other committees as needed (e.g., procurement evaluation committees).

Meeting Frequency:

Board of Governors - First Thursday of every even numbered month.

Executive Committee - Monthly as needed

Budget Committee - September (one time per year)

Audit Committee - November and January (two times per year)

Investment Advisory - November (one time per year)

Officer duties are more fully described in the LCRDA Bylaws. Officers are fully supported by the LCRDA staff in preparation of all required documents, agendas, meeting reports and financial reports.

I understand that I will be asked to serve as an officer on a subcommittee and agree to serve. **Yes**

The nominating committee shall make recommendations to the Leon County Board of County Commissioners for the six at-large members.

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

Signature: *Mr. Doug Wheeler*

The application was electronically sent: 5/13/2020 11:01:09 AM

## **Douglas C. Wheeler, Jr.**

9825 Thunder Hill Trail  
Tallahassee, FL 32312  
(850) 322-8850  
[Fsuwheeler@aol.com](mailto:Fsuwheeler@aol.com)

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Dynamic executive with a broad range of personal and professional skills including association leadership, member engagement and extensive knowledge of legislative, political and communications processes that advance the strategic vision and goals of a statewide organization.

### **QUALIFICATIONS**

- Strong leader in the areas of strategic planning and development, budgeting, membership, public relations, marketing, communications and direction, implementation and measurement of organizational strategies and goals.
- Effective staff and project management skills, from development to successful implementation and evaluation.
- Extensive experience within the Florida and Federal legislative and political affairs processes, including lobbying, elections, issue campaigns, communications and fundraising.
- Strong verbal and written communication skills, including public outreach efforts, public speaking and media relations.
- Broad-based knowledge of business-related issues ranging from Taxation, Legal Reform, Transportation, Economic Development and Energy.
- Proficient in a wide range of computer programs & technologies and on-line services and social media platforms.

### **RELATED EXPERIENCE**

October 2010-  
Present

**Florida Ports Council**  
*President and CEO*

- Serve as the chief staff executive for the Florida Ports Council in the day to-day management of all aspects of the association, to include Government Affairs, Public Affairs, Program Administration, Board Outreach and all other areas of association management including Budgeting/Accounting, Human Resources, Planning and Facilities Management.

- Provide appropriate management, administration, support and resources to departmental vice presidents in the management and administration of their respective programs.
- Develop and maintain positive relationships and regular communications with Board of Directors, port directors and staff, state and federal agency partners and elected officials, including the Executive Office of the Governor, state legislators and members of Congress and their staff, the Florida Departments of Transportation, Economic Opportunity and Environmental Protection, as well as industry and advocacy partners like Enterprise Florida, Florida TaxWatch, Manufacturing Association of Florida, Visit Florida, AIF and the Florida Chamber of Commerce.
- Serve as Administrator to two statutory infrastructure investment programs (FSTED & FPFC) and led the growth of the Florida Seaport Transportation & Economic Development (FSTED) Council annual program allocation from \$8 million to \$25 million.
- Creation of a Public Affairs office providing communications, media, social media and marketing assistance in support of organizational goals and objectives
- Represent the Council at a wide array of meetings and events, including international trade missions, industry conferences, legislative committees, speaking engagements, press events and other public appearances

April 2004-  
November 2009

**Florida Chamber of Commerce**

*Vice President, Grassroots Advocacy & PAC Development*

- Senior manager involved at all levels of strategic planning and development, budgeting, public relations, membership, marketing and direction and implementation of organizational strategies and goals.
- Served as registered lobbyist before the Florida Legislature and Executive Branch, which included maintaining relationships with legislators and staff, providing testimony at committee meetings and tracking/analyzing legislation on issues of importance to the membership and business community.
- Developed and managed Regional Advocate Program (six employees), providing grassroots, political, legislative, investor development and communications support to the organization, members, legislators and candidates across the six-region state.
- Comprehensive media interaction including print, radio, television and online. Participated in numerous press interviews, press conferences, Editorial Board meetings and other miscellaneous earned media outreach efforts on behalf of Florida Chamber membership and business community.

- Managed communications and relationships with 200-member Federation of local chambers of commerce and trade association partners which formed a grassroots network of more than 100,000 members across the state of Florida.
- Extensive public speaking experience to various groups as keynote speaker, panelist, and participant in issue forums.

July 1998-  
April 2004

**Associated Builders & Contractors**  
*Southeastern Political Manager, Government Affairs*

- Developed written grassroots advocacy plans for 14 chapters covering seven southeastern states (AL, FL, GA, MS, NC, SC, TN) that encompassed all areas of government affairs including: state and federal legislative advocacy, political opportunities, grassroots, media and PAC fundraising.
- As a registered federal lobbyist, provided assistance to state chapters and member companies with lobbying efforts at both the federal and state levels. Efforts included "Hard Hats on the Hill" days during state legislative sessions, jobsite tours with members of congress and Employer-to-Employee advocacy education programs.
- Addressed local, state and regional memberships and represented the National association at various meetings, forums and miscellaneous functions and events.
- Prepared weekly report to Directors and volunteer leadership on activities and opportunities; produced monthly newsletter for regional membership and national leadership.
- Served as regional liaison with congressional members and staff, congressional candidates and national and state association partners.

**EDUCATION**

**The Florida State University;** Tallahassee, FL  
*BACHELOR OF SCIENCE IN POLITICAL SCIENCE*  
Minor: Communications  
December 1994

**AFFILIATIONS**

Network of Entrepreneurs & Business Advocates (NEBA),  
*2020 President, Board Member*

Floridians for Better Transportation,  
*Board Member*

Florida Recycling Partnership,  
*Board Member*

Enterprise Florida,  
*Stakeholder's Council Member*

Jim Moran Institute for Global Entrepreneurship,  
*Small Business Executive Program, Class 1*

Florida Association of Professional Lobbyists,  
*DPL, Board Member*

Knight Creative Communities Institute,  
*2009-2010 Community Catalyst*

2018 Manufacturing Association of Florida "Manufacturer of the Year" Program,  
*Judge*

Economic Club of Florida, *Member*

Florida Society of Association Executives, *Member*

Florida Economic Development Council, *Member*





**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #27**

# Leon County Board of County Commissioners

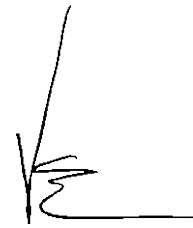
## Agenda Item #27

September 15, 2020

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

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

**Title:** Full Board Appointments to the Advisory Committee for Quality Growth, the Animal Shelter Advisory Board, the Board of Adjustments & Appeals, and the CareerSource Capital Region Board



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

### **Statement of Issue**

This agenda item seeks the full Board's consideration of the appointment of citizens to the Advisory Committee for Quality Growth, the Animal Shelter Advisory Board, the Board of Adjustments & Appeals, and the CareerSource Capital Region Board.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

See next page.

Title: Full Board Appointments to the Advisory Committee for Quality Growth, the Animal Shelter Advisory Board, the Board of Adjustments & Appeals and the CareerSource Capital Region Board

September 15, 2020

Page 2

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**Staff Recommendation:**

- Option #1: Appoint one citizen to Seat #5 on the Advisory Committee for Quality Growth, for the remainder of the three-year term ending May 31, 2023. The eligible applicants are Sean Friend, Jayur Mehta and Antorris Williams.
- Option #2: Appoint one nominated eligible applicant, Byron Greene, to Seat #15 on the Advisory Committee for Quality Growth, for the remainder of three-year term ending May 31, 2023.
- Option #3: Appoint three citizens to the Animal Shelter Advisory Board for three-year terms ending September 30, 2023. The eligible applicants are: Maggie Abney, Mallory Bennett, Kate Brown, Jamie Clift Rager, Michael Gagliardi, Jessica Lauria and Marguerite McCauley.
- Option #4: Appoint John Outland, the current alternate member on the Board of Adjustments & Appeals (BOAA), to the permanent seat on the BOAA for the remainder of the unexpired term ending June 30, 2022.
- Option #5: Appoint one nominated and recommended eligible applicant, Stephen Copper-Butler, to the CareerSource Capital Region Board for the remainder of the three-year term ending June 30, 2023.

## Report and Discussion

### **Background:**

Pursuant to Policy No. 03-15, “Board-Appointed Citizen Committees”, a General Business item is presented to fill vacancies for full Board appointments of citizens to Authorities, Boards, Committees, and Councils.

### **Analysis:**

#### **Advisory Committee on Quality Growth (ACQG)**

##### **Purpose:**

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

##### **Composition:**

The ACQG has sixteen-members appointed by the full Board: 9 are nominated by local organizations/associations and the remaining 7 do not require a nomination. The members serve three-year terms. The eligibility for each seat is as follows:

- Seat 1: a person who is engaged in providing construction development, planning or environmental-related services, **nominated by the Tallahassee Builders Association.**
- Seat 2: a person who is engaged in providing construction development, planning or environmental-related services, **nominated by the Big Bend Contractors Association.**
- Seat 3: a person who is engaged in providing construction development, planning or environmental-related services, **nominated by the National Association of Women in Construction.**
- Seat 4: a person who is engaged in providing construction development, planning or environmental-related services, **nominated by the Associated Builders and Contractors of North Florida.**
- Seat 5: a person who is employed by the university or local school system, no nomination required.
- Seat 6: a person who serves on a neighborhood association board or represents a neighborhood-based organization, **nominated by the Council of Neighborhood Associations.**
- Seats 7 & 8: persons employed by or represents, a community-based, environment-related organization, no nomination required.
- Seats 9, 10 & 11: residents of Leon County, no nomination required.

Title: Full Board Appointments to the Advisory Committee for Quality Growth, the Animal Shelter Advisory Board, the Board of Adjustments & Appeals and the CareerSource Capital Region Board

September 15, 2020

Page 4

- Seat 12: a person who represent a business association or organization, **nominated by the Greater Tallahassee Chamber of Commerce.**
- Seat 13: a person who represent a business association or organization, **nominated by the Big Bend Minority Chamber of Commerce.**
- Seat 14: a person who represent a business association or organization, **nominated by the Network of Entrepreneurs & Business Advocates.**
- Seat 15: a person who represent a business association or organization, **nominated by the Capital City Chamber of Commerce.**
- Seat 16: an archaeologist, no nomination required.

Diversity of Current Membership:

Total Seats	Vacant Seats	Gender	Race
16	2	Male - 9 Female - 5	White - 9 Black- 3 Not Available - 2

Vacancies:

There are two vacancies on the ACQG for members whose terms expired on May 31, 2020. Member David Thayer (Seat #5), whose term was due to expire on May 30, 2020, has resigned. Robert Kenon (Capital City Chamber nominated Seat #15) is not seeking reappointment and the Chamber has nominated Byron Greene to fill the seat (Attachment #4). The eligible applicants for each of the two vacant seats are listed in Table #1.

*Table #1. Advisory Committee for Quality Growth*

Seat No. / Nominator	Eligibility Criteria	Eligible Applicant (Application Attachment #)	Gender - Race	Recommended Action
#5. No nomination required	A person who is employed by the university or local school system.	1. Sean Friend 2. Jayur Mehta 3. Antorris Williams	Male – White Male – Asian Male - Black	Appoint one eligible applicant for a three-year term ending May 31, 2023
#15. Capital City Chamber of Commerce	A person who represents a business association or organization.	4. Byron Greene	Male - Black	Appoint the nominated eligible applicant for a three-year term ending May 31, 2023

**Animal Shelter Advisory Board (ASAB)**

Purpose: The ASAB is a citizen's board in support of the Tallahassee-Leon Community Animal Services Center. Responsibilities include assisting in the development of Animal Services' mission, program, policies and procedures; and serving as liaisons to the community, increasing

Title: Full Board Appointments to the Advisory Committee for Quality Growth, the Animal Shelter Advisory Board, the Board of Adjustments & Appeals and the CareerSource Capital Region Board

September 15, 2020

Page 5

support and awareness of Animal Services, and assisting in the resolution of citizen concerns and issues.

**Composition:** The membership is comprised of twelve (12) members: nine (9) members appointed by the Mayor of City of Tallahassee and three (3) members appointed by the Board of County Commissioners. Members must be County residents or County property owners. Terms are for three years and members are limited to serve no more than two full consecutive terms.

**Diversity of the Current Board Appointed Membership:**

Total Seats	Vacant Seats	Gender	Race
3	0	Male - 1 Female - 2	White – 2 Hispanic - 1

**Vacancies:** The terms of the three current Board appointed members, Fran Alarcon, Ashley Istler and Linda Miles, expire on September 30, 2020. All three members have served two terms are not eligible for reappointment due to term limits. The eligible applicants are listed in Table #2.

*Table #2: Animal Shelter Advisory Board*

Vacancies	Term Expiration	Eligible Applicants (Application Attachment #)	Gender-Race	Recommended Action
Frank Alarcon <i>Not eligible for reappointment</i>	9/30/2020	5. Maggie Abney	Female – White	Appoint <b>three</b> eligible applicants for three-year terms ending September 30, 2023.
		6. Mallory Bennett	Female – White	
Ashley Istler <i>Not eligible for reappointment</i>	9/30/2020	7. Kate Brown	Female – White	
		8. Jamie Clift Rager	Female – White	
Linda Miles <i>Not eligible for reappointment</i>	9/30/2020	9. Michael Gagliardi	Male – White	
		10. Jessica Lauria	Female – White	
		11. Marguerite McCauley	N/A - Hispanic	

Title: Full Board Appointments to the Advisory Committee for Quality Growth, the Animal Shelter Advisory Board, the Board of Adjustments & Appeals and the CareerSource Capital Region Board

September 15, 2020

Page 6

### **Board of Adjustments and Appeals (BOAA)**

**Purpose:** The BOAA hears and decides on appeals of administrative decisions as provided in the City of Tallahassee and Leon County Land Development Code, and variances to sign, plumbing, zoning, housing, building, gas and fire prevention codes of the City of Tallahassee and Leon County as provided in the City and Leon County Land Development Codes.

**Composition:** The BOAA may have a total of nine (9) members: three (3) members appointed by the full Board, three (3) members appointed by the City and one (1) member alternately appointed by the full Board and the City Commission. In addition, both the full Board and the City Commission may each appoint an alternate member, who serves in the event that their presence is needed to constitute a quorum. The members must be a resident of Leon County, an owner of real property, and a taxpayer. Members serve three-year terms and may not serve more than two full consecutive terms per BOAA bylaws. Vacancies are filled for the remainder of the unexpired term.

**Diversity of the Current Membership:**

Total Seats	Vacant Seats	Gender	Race
9	4	Male - 4 Female - 1	White – 3 Black – 1 Hispanic - 1

**Vacancies:** Member Jeff Blair, whose term was due to expire on June 30, 2022, has resigned from the BOAA. John Outland, the current County alternate BOAA member, is seeking to fill the permanent member seat vacated by Mr. Blair. Mr. Outland was appointed by the Board on January 28, 2020, and staff reports he has attended every meeting since his appointment (Attachment #12). The eligible applicant is listed in Table #3.

*Table #3: Board of Adjustments and Appeals*

Vacancies	Term Expiration	Eligible Applicant (Application Attachment #)	Gender - Race	Recommended Action
Jeff Blair <i>resigned</i>	6/30/2022	12. John Outland	Male – White	Appoint one eligible applicant for the remainder of the unexpired term ending June 30, 2022.

Title: Full Board Appointments to the Advisory Committee for Quality Growth, the Animal Shelter Advisory Board, the Board of Adjustments & Appeals and the CareerSource Capital Region Board

September 15, 2020

Page 7

### CareerSource Capital Region Board (CSCR)

**Purpose:** CareerSource Capital Region connects employers with qualified, skilled and talented Floridians with employment and career development opportunities to achieve economic prosperity in Gadsden, Leon and Wakulla counties. The CSCR Board develops the region's strategic workforce development plan; identifies occupations for which there is a demand in the area and selecting training institutions that may provide training; solicit the input and participation of the local business community in the provision of services for the residents of the region; provide policy guidance and procedures for programs established by CareerSource Capital Region; and, provides oversight and monitoring activities.

**Composition:** The CSCR Board has seven (7) private sector representative members appointed by the full Board. Nominations for the private sector seats are submitted by local business organizations including local chambers of commerce, downtown merchants' associations, area business associations, etc., and must be compliant with the Workforce Innovation and Opportunity Act (WIOA) and Florida Statutes. Nominees are representative of the business community in optimal business leadership positions, such as CEO's, VP's of HR, General Managers, Presidents and executives of firms that require a large workforce to maintain their business. The members serve a three-year term, and vacancies are filled for the remainder of the unexpired term.

#### Diversity of the Current Board Appointed Membership:

Total Seats	Vacant Seats	Gender	Race
7	1	Male - 1 Female - 5	White - 6

**Vacancies:** Board-appointed member Katrina Tuggerson-Alexander has resigned. Her term was due to expire on June 30, 2020. The Greater Tallahassee Chamber of Commerce has nominated Stephen Copper-Butler and CareerSource Capital Region is recommending his appointment (Attachment #13). The nominated and recommended applicant is listed in Table #4.

*Table #4: CareerSource Capital Region Board*

Vacancies	Term Expiration	Eligible Applicant (Application Attachment #)	Gender - Race	Recommended Action
Katrina Tuggerson-Alexander <i>Resigned</i>	6/30/2020	13. Stephen Copper-Butler	Male – Black	Appoint <b>one</b> nominated, recommended eligible applicant for a three-year term ending June 30, 2023.



Title: Full Board Appointments to the Advisory Committee for Quality Growth, the Animal Shelter Advisory Board, the Board of Adjustments & Appeals and the CareerSource Capital Region Board

September 15, 2020

Page 8

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**Options:**

1. Appoint one citizen to Seat #5 on the Advisory Committee for Quality Growth, for the remainder of the three-year term ending May 31, 2023. The eligible applicants are Sean Friend, Jayur Mehta and Antorris Williams..
2. Appoint one nominated eligible applicant, Byron Greene, to Seat #15 on the Advisory Committee for Quality Growth, for the remainder of three-year term ending May 31, 2023.
3. Appoint three citizens to the Animal Shelter Advisory Board for three-year terms ending September 30, 2023. The eligible applicants are: Maggie Abney, Mallory Bennett, Kate Brown, Jamie Clift Rager, Michael Gagliardi, Jessica Lauria and Marguerite McCauley.
4. Appoint John Outland, the current alternate member on the Board of Adjustments & Appeals (BOAA), to the permanent seat on the BOAA for the remainder of the unexpired term ending June 30, 2022.
5. Appoint one nominated and recommended eligible applicant, Stephen Copper-Butler, to the CareerSource Capital Region Board for the remainder of the three-year term ending June 30, 2023.
6. Board direction.

**Recommendation:**

Options #1 through #5

**Attachments:**

1. Friend application and resume
2. Mehta application and resume
3. Williams application and resume
4. Greene application, resume and nomination
5. Abney application and resume
6. Bennett application and resume
7. Brown application and resume
8. Clift Rager application and resume
9. Gagliardi application and resume
10. Lauria application and resume
11. McCauley application and resume
12. Outland application, resume and attendance
13. Copper-Butler application, resume and nomination



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
ADVISORY COMMITTEE FOR QUALITY GROWTH**

**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> Mr. Sean Friend		<b>Date:</b> 9/3/2020 11:23:57 AM	
<b>Home Address:</b>	7122 Upland Glade Tallahassee, FL 32312	<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) 487-7602	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	friends@leonschools.net	<b>How many years have you lived in Leon County?</b>	28

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Leon County Schools (Lively Technical College)	<b>Work Address:</b>	500 Appleyard Dr Tallahassee, FL 32312
<b>Occupation:</b>	Career and Technical Education Coordinator		
<b>Work/Other Phone:</b>	(850) 487-7602		

**(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>	M	<b>Age:</b>	48
<b>District:</b>	District I	<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>	Ashley Crowley	<b>Name:</b>	
<b>Address:</b>	500 Appleyard Dr Tallahassee, FL 32304	<b>Address:</b>	
<b>Phone:</b>	(850) 487-7620	<b>Phone:</b>	

**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.

Current position as Career and Technical Education (CTE) Coordinator:

August 2017 - Present

Responsible for coordinating industry certifications given at elementary (K-5)/secondary (6-12) schools and Lively Technical College. Work with secondary schools and Lively personnel to develop new CTE programs. Primary responsibility for writing Perkins grants for high schools and Lively. Coordinate career dual enrollment at Lively for high school students.

**(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?\* **No**

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?\* **Yes**

If yes, please explain ***It is my assumption that Leon County and Leon County Schools do business.***

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 must meet one of the membership eligibility criteria. Please indicate your area of expertise:

- ☐ Provider of construction development, planning or environmental-related services. (THIS SEAT REQUIRES A NOMINATION.)
- ☒ Employed by a university or local school system.  
Name of Employer: ***Leon County Schools***
- ☐ Serves on a neighborhood association board or represents a neighborhood-based organization. (THIS SEAT REQUIRES A NOMINATION BY THE COUNCIL OF NEIGHBORHOOD ASSOCIATIONS.)
- ☐ Employed by or represents, a community-based, environment-related organization.
- ☐ Represent a business association or organization. (THIS SEAT REQUIRES A NOMINATION.)
- ☐ Archaeologist
- ☒ Resident of Leon County

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

Signature: ***Mr. Sean Friend***

The application was electronically sent: **9/3/2020 11:23:57 AM**

## Sean C. Friend

7122 Upland Glade | Tallahassee, Florida 32312 | [Sean.Friend@yahoo.com](mailto:Sean.Friend@yahoo.com) | 850-933-8090

### EXPERIENCE

**State of Florida - Department of Education** Tallahassee, Florida December 2013 - Present

#### *CAPE/Industry Certification Manager*

Work in Bureau of Budget, Accountability and Assessment within the Division of Career and Adult Education. Responsible for overseeing the multi-million dollar CAPE (Career and Professional Education Act)/Industry Certification program for the Division, related to industry certifications earned in elementary, secondary and postsecondary institutions. Manage the CAPE Industry Certification Funding List and CAPE Postsecondary Industry Certification Funding List in addition to registration of CAPE academies and career-themed courses. Proficient in data collection and management in Access databases, including query writing, in addition to creating lookup and pivot tables in Excel used in analyzing data. Communicate with districts and colleges to disseminate information as needed. Regularly present at conferences throughout the state. Train both colleagues and district employees on the CAPE program. Direct colleague in completing administrative duties.

**State of Florida - Department of Education** Tallahassee, Florida March 2011 - December 2013

#### *Program Specialist*

Work in Bureau of Budget, Accountability and Assessment within the Division of Career and Adult Education. Responsible for design, analysis, and lead report writing for research reports for the Division, related to secondary and postsecondary career and technical education programs and adult education programs, in addition to several statutorily required annual reports delivered to the Governor and Legislature. Proficient in data collection and management in Access databases, including query writing, in addition to creating lookup and pivot tables in Excel used in analyzing data. Analyze data in SPSS using descriptives, frequencies, and various other basic statistics. Communicate with districts and colleges to collect data as needed. Serve as the Division SharePoint administrator to approximately 70 employees, including managing an implementation team of six staff members.

**State of Florida - Public Service Commission** Tallahassee, Florida April 2010 - March 2011

#### *Government Analyst*

Worked with Special Studies group in the Division of Regulatory Analysis. Responsible for data analysis and report writing for the annual "Competition in the Telecommunications Industry" report. Proficient in data collection and management in Access databases, including query writing, in addition to creating lookup and pivot tables in Excel used in analyzing data. Prepared interrogatories for large docketed telecommunications case.

**MGT of America, Inc.** Tallahassee, Florida April 2004 - April 2010

#### *Consultant*

Worked with Educational Technology and Program Evaluation practice areas. Responsible for managing two state-level Reading First evaluation projects with five staff members. Proficient in data collection and management in Access databases, including query writing, to prepare data for analysis. Analyzed data in SPSS using descriptives, frequencies, and various other basic statistics. Lead writer on several evaluation reports. Communicated with project contacts and end-users as needed. Visited school sites (approximately 100 schools visited over the past five years) to observe classrooms, conduct focus groups and interviews, and complete other required activities. Directed staff to complete data entry and other duties for client reports or presentations.

**Hummingbird** Tallahassee, Florida September 2000 - November 2003

#### *Software QA Engineer*

Responsible for unit level and regression testing of the Application Integration and Windows Explorer Extensions modules of the Hummingbird Document Management product for both releases and patches. Periodically test critical software modifications for direct delivery to clients. Track testing results through Clarify, a software modifications and enhancements tracking system. Develop Document Management test plans and Department of Defense Records Management certification test programs. Participate in documentation reviews at the development and end-user level. Work with developers and install engineers in troubleshooting problems including registry and file modifications. Occasionally lead small groups of other colleagues on minor assignments.

## EDUCATION

**Florida State University** Tallahassee, Florida April 1999  
*Bachelor of Science in Management Information Systems, Cum Laude*

**Florida State University** Tallahassee, Florida April 1994  
*Bachelor of Science in Mathematics Education*

**Edison Community College** Fort Myers, Florida April 1991  
*Associate in Arts*

## KNOWLEDGE, SKILLS AND ABILITIES

Career and technical education, program evaluation, research and evaluation, project management, educational technology, data collection and analysis, report preparation, presenting at conferences, providing training to colleagues and external clients, writing/editing, problem solving, mathematics, working independently on multiple projects, working with a variety of clients in the public and private sectors, proficient in Excel and Access including some SQL, and proficient in basic statistics using SPSS.



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
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<b>Name:</b> Dr. Jayur Mehta		<b>Date:</b> 8/3/2020 10:53:25 PM	
<b>Home Address:</b>	1521 Heechee Nene 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>	(704) 941-4198	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	JAYUR.MEHTA@GMAIL.COM	<b>How many years have you lived in Leon County?</b>	3

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	FSU	<b>Work Address:</b>	2035 East Paul Dirac Drive Johnson Building, Anthropology Tallahassee, FL 32301
<b>Occupation:</b>	Professor		
<b>Work/Other Phone:</b>			

**(OPTIONAL)**

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<b>Race:</b>	Asian	<b>Gender:</b>	M	<b>Age:</b>	38
<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>	David Morgan	<b>Name:</b>	Sasha Ernst
<b>Address:</b>	N/A	<b>Address:</b>	1515 heechee nene, Tallahassee FL 32301
<b>Phone:</b>	(850) 566-9257	<b>Phone:</b>	(850) 445-4074

**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

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Have you served on any previous Leon County committees?\* **No**

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**

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- ☐ Provider of construction development, planning or environmental-related services. (THIS SEAT REQUIRES A NOMINATION.)
- ☒ Employed by a university or local school system.  
Name of Employer: **FSU**
- ☐ Serves on a neighborhood association board or represents a neighborhood-based organization. (THIS SEAT REQUIRES A NOMINATION BY THE COUNCIL OF NEIGHBORHOOD ASSOCIATIONS.)
- ☐ Employed by or represents, a community-based, environment-related organization.
- ☐ Represent a business association or organization. (THIS SEAT REQUIRES A NOMINATION.)
- ☐ Archaeologist
- ☐ Resident of Leon County

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

Signature: *Dr. Jayur Mehta*

The application was electronically sent: 8/3/2020 10:53:25 PM

# Jayur Madhusudan Mehta

Assistant Professor  
Department of Anthropology  
Florida State University

jmehta@fsu.edu  
704-941-4198  
<https://jayur.wordpress.com>

## ACADEMIC SPECIALIZATIONS

Applied Environmental Archaeology – Ethnohistory - Community Service Learning

## EDUCATION

- 2015 Doctor of Philosophy in Anthropology, Tulane University, New Orleans, LA**  
Dissertation: *Native American Monuments and Landscape in the Lower Mississippi Valley*  
Committee: Christopher Rodning (chair), Marcello Canuto, Grant McCall, Jason Nesbitt
- 2007 Master of Arts in Anthropology, University of Alabama, Tuscaloosa, AL**  
Masters Thesis: *A Study of Sweat Lodges in the Southeastern United States*  
Committee: Ian Brown (chair), Keith Jacobi, William Dressler, RP Steven Davis
- 2004 Bachelors of Arts in Anthropology, University of North Carolina, Chapel Hill, NC**  
Honors Thesis: *Ethnomusicology of the Indian Diaspora in America*

## RESEARCH EXPERIENCE

- 2019+** Evergreen Plantation Survey (EPS)
- 2018+** Principal Investigator, Adams Bay Conservation Project (ABCP)  
*Arts integrated, archaeological and environmental survey of disappearing archaeological sites in the Mississippi River Delta. Advocacy, education, and outreach-oriented work.*
- 2015+** Principal Investigator, Resilience in the Ancient Gulf South (RAGS)  
*Multi-disciplinary project designed to study the interplay between river deltas, both ancient and modern Native settlement patterns, and ecological tipping points along coastal Louisiana.*
- 2014+** Principal Investigator, Carson Mounds Archaeological Project (CMAP)  
*Multi-disciplinary project designed to study monumentality, the development of social complexity, and pre-Columbian patterns of trade-and-exchange in the Eastern Woodlands of North America. The PI designed and directed the Tulane University archaeological field school at Carson. Students also engaged in service learning with local stakeholders.*
- 2013** Consulting Geoarchaeologist, El Tesoro Archaeological Project, Hidalgo, Mexico
- 2013** Consulting Geoarchaeologist, Emal Archaeological Project (EAP), Coloradas, Mexico  
*National Geographic-sponsored project on salt production along the northern coast of Yucatan.*
- 2010** Crew Chief, Central Yucatan Archaeological Cave Project, Yaxuna, Mexico
- 2009-15** Research Assistant, Center for Archaeology, Tulane University
- 2006-07** Assistant Field Supervisor, Cane River African Diaspora Project, NCPTT/NPS.
- 2006-07** Assistant Field Supervisor, Moundville Archaeological Project, Univ. of Alabama
- 2001-05** Field and Laboratory assistant at the Research Labs of Archaeology, Chapel Hill, NC

## TEACHING EXPERIENCE

- 2018+** Assistant Professor, Anthropology, Florida State University
- 2017-18** Visiting Assistant Professor, Anthropology, University of Illinois Urbana-Champaign
- 2015-17** Humanities Faculty, Academic Studio, New Orleans Center for Creative Arts (NOCCA)
- 2014-15** Adjunct Professor, Environmental Studies Program, Tulane University
- 2014-15** Adjunct Professor, Anthropology/Summer School, Tulane University
- 2005-07** Graduate Teaching Assistant, Anthropology Department, The University of Alabama



## PUBLICATIONS

- n/d Reflections on Teaching the Archaeology of the African Diaspora in New Orleans using Primary Sources and Historical Fiction. *Journal of African Diaspora Archaeology*, in review (with Bradley Mollman).
- 2020 A Geoarchaeological Perspective on the Challenges and Trajectories of Mississippi Delta Communities (with Elizabeth Chamberlain, Tony Reimann, and Jakob Wallinga). *Geomorphology*, <https://doi.org/10.1016/j.geomorph.2020.107132>
- 2020 Comparing Developments in Social Complexity along the Northern and Southern Gulf Coasts of Mexico. *The Mayanist*, March. IN PRESS.
- 2020 Trade Diaspora as Considered through Household Archaeology at Carson. *Journal of Archaeological Method and Theory* 27(1);28-53, <https://doi.org/10.1007/s10816-019-09432-y>
- 2019 Mound building and summit architecture at the Carson site, a Mississippian mound center in the southeastern United States, *North American Archaeologist* 40(2), <https://doi.org/10.1177/0197693119863975>
- 2019 Resilience, Heterarchy, and the Native American Cultural Landscapes of the Yazoo Basin and the Mississippi River Delta. In *Historical Ecologies, Heterarchies, and Transtemporal Landscapes*, edited by R. Celeste Ray and Manuel Fernández- Götze, pp. 118-136. Routledge, London and New York (with Christopher Rodning).

## GRANTS

### External Funding

- 2017 Using Arts-Based Education and High School Students and Educators to Develop a Conservation Plan for the Adams Bay Archaeological Site (16PL8), Plaquemines Parish, Louisiana (National Geographic, \$16,500.00).
- 2016 Resilience in the Ancient Gulf South: Exploring the Relationship between Mississippi River Delta Formation and Prehistoric Archaeological Sites (New Orleans Center for the Gulf South, \$5500.00)
- 2012 Lower Mississippi Valley Archaeological Project (Mississippi Department of Archives and History, \$10,000.00)

### Internal Funding

- 2019 President's Council on Diversity and Inclusion Connections Award (FSU, \$1200.00)
- 2019 Student Technology Award to build Spatial Analysis Laboratory (FSU, \$29,423.15)
- 2019 First Year Assistant Professor Award (FSU, \$20,000.00)

## INVITED LECTURES

- 2019 Interactions between Spanish Conquistadors and Indigenous Communities in the New World. *Lunch time lecture at the Florida History Museum*.
- 2019 Experiencing an Unthinkable Loss: How Climate Change Threatens the World's Heritage and History. *TedX Symposium, North Carolina School for Science and Mathematics*.
- 2019 Indigenous Landscapes of Native North America. *Winthrop University*.
- 2019 How Climate Change Threatens the World's Heritage. *TedXNCSM* (North Carolina School for Science and Mathematics), Durham, NC. <https://www.youtube.com/watch?v=UWl04IdSR1w>
- 2019 Ethnohistory and Spanish Encounters in the New World. *Florida Museum of History*.
- 2018 Experiencing and Unthinkable Loss: How Climate Change threatens the World's Heritage and History. *Climate: Science and Society*, Florida State University (with Tanya M. Peres).



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Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mr. Antorris Williams		<b>Date:</b> 7/30/2020 1:42:42 PM	
<b>Home Address:</b>	1405 SOUTHWOOD PLANTATION RD APT 6310 Tallahassee, FL 32311-4218	<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>	(561) 985-0102	<b>Do you own property in the Tallahassee City Limits?</b>	No
<b>Email:</b>	Antorris1.Williams@gmail.com	<b>How many years have you lived in Leon County?</b>	10

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Florida A&M University	<b>Work Address:</b>	601 Gamble St. Tallahassee, FL 32311-4218
<b>Occupation:</b>	Marketing Coordinator		
<b>Work/Other Phone:</b>	(850) 599-3090		

**(OPTIONAL)**

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<b>Race:</b>	Black or African American	<b>Gender:</b>	M	<b>Age:</b>	30
<b>District:</b>	District II	<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>	LaMicheal V Eddie	<b>Name:</b>	Chasity Brown
<b>Address:</b>	N/A	<b>Address:</b>	602 Gamble St.
<b>Phone:</b>	(850) 532-3154	<b>Phone:</b>	(850) 599-3090

**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

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Have you served on any previous Leon County committees?\* **No**

Are you willing to complete a financial disclosure if applicable?\* **Yes**

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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**

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☐ Provider of construction development, planning or environmental-related services. (THIS SEAT REQUIRES A NOMINATION.)

☒ Employed by a university or local school system.

Name of Employer: **Florida A&M University**

☐ Serves on a neighborhood association board or represents a neighborhood-based organization. (THIS SEAT REQUIRES A NOMINATION BY THE COUNCIL OF NEIGHBORHOOD ASSOCIATIONS.)

☒ Employed by or represents, a community-based, environment-related organization.

Name of Organization **The Academia Society, Inc.**

☐ Represent a business association or organization. (THIS SEAT REQUIRES A NOMINATION.)

☐ Archaeologist

☒ Resident of Leon County

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

Signature: **Mr. Antorris Williams**

The application was electronically sent: **7/30/2020 1:42:42 PM**

## ANTORRIS S. WILLIAMS

1405 Southwood Plantation Rd. Tallahassee, FL. 32311

### Professional Skills Summary

Energetic, self-motivated and goal oriented professional with experience in conference/event planning and integrated marketing communication. Areas of specialization include public relations, social media, graphic design and compelling copywriting.

- Branding/Integrated Campaigns
- Budget Administration
- Conference Planning
- Contract Negotiation
- Event Management
- Graphic Communication
- Marketing
- Media Relations/Press Kit
- Office Management
- Public Speaking
- Reputation Management
- Securing Sponsorships
- Social Media Campaigns
- Speech/Talking Point Writing
- Vendor Relations

### Publications

Written content developed for various print and digital publications to meet professional and freelance publication goals.

- Belle Glade Sun
- Black PR Wire
- Florida A&M University News Headlines
- Florida Public Transportation Association (FPTA) Newsletter
- The Famuan
- HBCU Digest
- HBCU Lifestyle
- Mass Transit Magazine
- Tallahassee Now

### Experience

#### Florida A&M University

##### Marketing Coordinator

Tallahassee FL

January 2018 – Current

Support Business and Auxiliary Services through successfully developing and executing marketing, communications, and media campaigns.

- Assist with the development and implementation of the marketing and communications plan
- Work closely with the Office of Communications and partners to ensure promotional materials are compliant with University communications policy and style guide
- Assist with administration, maintenance, and content management of BAS website, social media platforms, and mobile application
- Oversee the design and production of print marketing collateral as well as maintain inventory of University and partner inventories
- Prepare, execute, and report social media goals/objectives and analytics
- Support staff by providing market trends, forecasts, account analyses, customer service requests, competitive pricing analysis and new product information
- Write creative and compelling content for online posting, press releases, quotes, communication documents, and internal stories
- Conduct surveys and data tracking to assess and understand marketing campaign's success and future strategies

#### University of Florida IFAS/EREC

##### Multimedia Specialist II

Belle Glade, FL

June 2018 – November 2018

Works to assist in the preparation, planning and operation of multimedia aids for use in education. This position advises, coordinates, performs and supports the maintenance, scheduling, creation and distribution of media for a variety of venues and audiences, including, but not limited to broadcast, online, face-to-face, and other deliverables.

- Enhance image of EREC through production of a high-quality homepage and subsidiary pages
- Provide consultative and technical assistance to media productions.
- Responsible for scheduling, recording and producing video for education and website
- Serve on Seminar committee, Field Day committee, and Media / IT committee
- Work closely in a supporting role with IT personnel to schedule programs, equipment and facilities; assist with group meetings, assist to maintain the email listserv databases assist in the coordination for the scheduling and maintenance of multi-media production, distribution infrastructure and public relations

#### Palm Tran

##### Public Relations Specialist

West Palm Beach, FL

May 2017- June 2018

Coordinate an array of proactive public information special projects, programs, campaigns and promotions internally/externally.

- Generated, wrote, and edited daily social media, news release, agency news and other publications for county and industry related mediums
- Prepared and assisted in the preparation of annual reports, public service announcements, and scripts for video and television productions
- Respond to public inquiries and act as a department contact on programs, announcements, meetings and services.

**Antorris Williams 2**

- Designed and developed print material and publication through research and analysis of the available options; prepare plan, write/edit copy and track inventory
- Assisted in organizing and implementing special events by reviewing goals, preparing plans, identifying coordinating sections and activities, creating presentations and making recommendations
- Secured several national, state, and local awards including:
  - APTA's Certificate of Merit for Safety Award, 2 Palm Beach County Administrator Golden Palm Awards, FPTA Safety Excellence Award, several placements at the FPTA Marketing Awards, Safety Council of the Palm Beaches Safety Award and a NACo. Achievement Award in Transportation

**PRodigy PR Firm**

Tallahassee, FL

*Account Manager**June 2011-April 2012*

Student run firm where I led and facilitated the team's execution of several accounts. Achieved goals and objectives through project management, team building and execution of strategic tactics

- Congressional Black Caucus, Team Member
  - Developed a strategic plan with accompanying visuals for event banquet logistics
  - Implemented suggested strategic communication plan using traditional and social media tactics
- Sony Pictures, Account Manager
  - Oversaw the execution of planned programs of action leading up to movie screenings
  - Developed creative programs and initiatives to promote the movie screening in local schools and the community
  - Specific Success:
    - The only account team within the national movie-screening program to successfully maximize promotional materials and integrated marketing communication tactics in order to fill the seat capacity at movie screenings

**Education and Memberships****B.S. Public Relations**

Florida A&amp;M University

Tallahassee, FL

*August 2008 –December 2013***Technical Proficiency***Operating Systems:* Windows 8/7/Vista; iOS, MAC OS X*Software Expertise:* Adobe Creative Suite, Microsoft Office 365



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
ADVISORY COMMITTEE FOR QUALITY GROWTH**

**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> Mr. Byron Greene		<b>Date:</b> 7/14/2020 9:22:36 PM	
<b>Home Address:</b>	8108 Preservation Ct. Tallahassee, FL 32312	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	Yes
<b>Home Phone:</b>	(850) 591-9285	<b>Do you own property in Leon County?</b>	No
		<b>Do you own property in the Tallahassee City Limits?</b>	No
<b>Email:</b>	bgreene11@comcast.net	<b>How many years have you lived in Leon County?</b>	41

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Florida A_M University	<b>Work Address:</b>	500 Gamble Street Ste. 413, North Tallahassee, FL 32312
<b>Occupation:</b>	University Faculty Administrator		
<b>Work/Other Phone:</b>	(850) 561-2679		

**(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>	Black or African American	<b>Gender:</b>	M	<b>Age:</b>	56
<b>District:</b>	District IV	<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>	Marjorie Turnbull	<b>Name:</b>	Fred Gordon
<b>Address:</b>	Tallahassee, FL	<b>Address:</b>	7033 Spice Wood Lane - Tallahassee, FL 32312
<b>Phone:</b>	(850) 385-4184	<b>Phone:</b>	(850) 210-4415

**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?\* **No**

Have you served on any previous Leon County committees?\* **No**

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 must meet one of the membership eligibility criteria. Please indicate your area of expertise:

- ☐ Provider of construction development, planning or environmental-related services. (THIS SEAT REQUIRES A NOMINATION.)
- ☒ Employed by a university or local school system.  
Name of Employer: **Florida A\_M Univ.**
- ☐ Serves on a neighborhood association board or represents a neighborhood-based organization. (THIS SEAT REQUIRES A NOMINATION BY THE COUNCIL OF NEIGHBORHOOD ASSOCIATIONS.)
- ☐ Employed by or represents, a community-based, environment-related organization.
- ☒ Represent a business association or organization. (THIS SEAT REQUIRES A NOMINATION.) **Capital City Chamber Commerce**
- ☐ Archaeologist
- ☒ Resident of Leon County

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

Signature: *Mr. Byron Greene*

The application was electronically sent: 7/14/2020 9:22:36 PM

## **J. Byron Greene**

8108 Preservation Court - Tallahassee, FL 32312  
bgreene11@comcast.net • 850-591-9285

Byron Greene has effectively led a multi-scale and multi-institutional grants and program management projects funded through the National Science Foundation at Florida A&M University for more than 20 years. During his tenure with the LSAMP program, he has served as the Associate Director with FGLSAMP and helped to secure more than \$21,000,000 in funding through grant awards by the National Science Foundation. During his tenure, Byron engaged in strategic planning and operational management for this alliance of 14 institutions of higher education.

Prior to his career at FAMU, Byron has also worked in the private sector with two global accounting firms where he engaged in internal accounting with Deloitte Haskins and Sells (now Deloitte) and also partnership and corporate tax with Coopers & Lybrand (now PwC) in Atlanta, Georgia.

A native of Tallahassee, Byron seeks to positively impact the local quality of life through community engagement. He truly believes that Tallahassee is unique in that everyday people can really have a voice in what happens in their city. Believing in the power of partnership, he seeks to be integrally involved in creating opportunities bring those with ideas and those who have resources into the same space.

An active citizen within the Tallahassee community, Byron is a champion of community engagement and dedicates much of his personal time to the arts; education; and economic vitality as a vehicle to enriching the quality of life of the Tallahassee community.

Byron's community commitment is evidenced by his numerous community and civic endeavors in the Tallahassee area including:

- **Tallahassee Symphony Orchestra – Board Member**
- **Inst. for Nonprofit Innovation and Excellence (INIE) – Board Member**
- **Capital City Chamber of Commerce – Board Member**
- **Tallahassee Community Remembrance Project – Steering Committee**
- **Ladies Learning to Lead - Board Member**
- **Sewanee University– Board of Trustees**
- **Downtown Redevelopment Committee – Citizens Advisory Board**
- **WFSU Public Media – Community Council Member**
- **Knight Creative Communities Institute – 2014 Catalyst Class**
- **Greater Tallahassee Chamber of Commerce - Member**
- **Economic Club of Florida – Committee Member**
- **Diocesan Council Member for the Episcopal Diocese of Florida-Board Member**
- **Southeast Evaluation Association – Former Board**

Byron holds a Bachelors of Arts degree in Business Administration from Flagler College. He lives in Tallahassee with his wife Pamela They have two children Brooks (son) and Clarke(daughter) both enrolled in college.



**From:** [Mary Smach](#)  
**To:** [Katrina Tuggerson](#)  
**Cc:** [Barry Wilcox](#)  
**Subject:** FW: ACQG Member NOMINEE  
**Date:** Thursday, July 16, 2020 10:00:54 AM  
**Attachments:** [image001.png](#)  
[image439354.png](#)

Thank you Katrina. Mr. Greene has submitted his application and his appointment will be submitted for consideration by the Board at their next meeting on Sept. 15<sup>th</sup>.

Regards,



Mary Smach  
Agenda Coordinator  
County Administration  
301 S. Monroe St. | Tallahassee, FL 32301  
(850) 606-5311 /work | (850) 606-5301 /fax  
[Smachm@leoncountyfl.gov](mailto:Smachm@leoncountyfl.gov)

*People Focused. Performance Driven.*

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



## COVID-19 Community Update

STAY INFORMED. BE PREPARED.

[CLICK HERE](#)

**From:** Katrina Tuggerson <[katrina@capcitychamber.com](mailto:katrina@capcitychamber.com)>  
**Sent:** Wednesday, July 15, 2020 10:43 AM  
**To:** Mary Smach <[SmachM@leoncountyfl.gov](mailto:SmachM@leoncountyfl.gov)>  
**Subject:** Re: ACQG Member NOMINEE

Mary

Capital City Chamber of Commerce board member Byron Greene will be submitting an application. His contact information is below.

Byron Greene - [Byron@capcitychamber.com](mailto:Byron@capcitychamber.com)

Katrina

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Katrina Tuggerson - President  
1020 Lafayette St. Suite 110  
Tallahassee, FL 32301





**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
ANIMAL SHELTER 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> Ms. Maggie Abney		<b>Date:</b> 7/17/2020 1:49:31 PM	
<b>Home Address:</b>	2915 Sharer Road Apt 1416 Tallahassee, FL 32312	<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>	(563) 528-4135	<b>Do you own property in the Tallahassee City Limits?</b>	No
<b>Email:</b>	maggie.j.abney@gmail.com	<b>How many years have you lived in Leon County?</b>	2

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Volunteer Florida	<b>Work Address:</b>	1545 Raymond Diehl Road Suite 250 Tallahassee, FL 32312
<b>Occupation:</b>	AmeriCorps Program Manager		
<b>Work/Other Phone:</b>	(850) 414-7400 Ext.108		

**(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>	31
<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>	Audrey Kidwell	<b>Name:</b>	
<b>Address:</b>	1545 Raymond Diehl Road Suite 250	<b>Address:</b>	
<b>Phone:</b>	(850) 443-4188	<b>Phone:</b>	

<b>Resume Uploaded?</b>	Yes
<p>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.</p>	

**(COMMITTEE QUESTIONNAIRE)**

## IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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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?\* **No**

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 Board must be a Leon County resident or Leon County property owner.**

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

Signature: *Ms. Maggie Abney*

The application was electronically sent: 7/17/2020 1:49:31 PM

## MARGARET (MAGGIE) ABNEY

(563) 528-4135 · maggie.j.abney@gmail.com · www.linkedin.com/in/maggiabney/

### WORK EXPERIENCE

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#### **AmeriCorps Program Manager**

**2019 to present**

Volunteer Florida · Tallahassee, FL

- Provide grant and contract management for a portfolio of 12 AmeriCorps sub-grantees, representing over \$7 million in federal, state, local, and private funds
- Conduct annual formal monitoring on each program through desk audits and site visits to ensure compliance with federal and state requirements
- Support programs in the grant application process by reviewing proposals, providing feedback on narrative and budget, and ensuring timely submission of materials
- Develop and present trainings and technical assistance materials

#### **AmeriCorps Program Director**

**2017 to 2019**

Utah Higher Education AmeriCorps Network (formerly Utah Campus Compact) · Salt Lake City, UT

- Managed \$170,000 AmeriCorps grant with 850+ part-time members located at 9 colleges and universities
- Maintained program compliance Corporation for National and Community Service (CNCS) and the Utah Commission on Service and Volunteerism (UServe Utah) regulations
- Oversaw transition of organization's legal and financial oversight from the Utah System of Higher Education to Utah State University
- Provided technical and programmatic support and training to 15 campus-based coordinators
- Supervised 1 para-professional staff member

#### **Union Organizer (Limited Duration)**

**2016**

Service Employees International Union, Local 503 · Medford, OR

- Phone-banked and canvassed for Oregon state senate candidate and ballot initiative
- Provided undecided voters with information about the union's position on candidates and ballot initiatives
- Conducted outreach events to union members in a four county region in Southern Oregon
- Submitted reports in Vote Builder and MiniVan about activities, contacts, and voter preferences

#### **Community Engagement Coordinator – AmeriCorps VISTA with Oregon Campus Compact**

**2014 to 2015**

Holden Center for Leadership and Community Engagement · University of Oregon · Eugene, OR

- Implemented service team model and supervise team leaders in the creation of service events, including reaching out to community partners, creating reflection activities, and advertising events
- Organized university-wide events that engaged over 800 students to service in their community
- Connected with 100 community partners to help them market volunteer opportunities online, through a newsletter, and at the campus-wide Volunteer and Internship Fair
- Served as a staff co-leader on an Alternative Break experience

### EDUCATION

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**Master of Arts in Political Science**, University of Oregon · Eugene, OR

**2013**

**Bachelor of Arts in Politics**, Drake University · Des Moines, IA

**2009**

## CONFERENCE AND WORKSHOP PRESENTATIONS

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- Maggie Abney and Corin Bauman. "Mentoring the Next Generation of Female Leaders through Student Employment," presented at Oregon Women in Higher Education, January 22-23, 2015, Bend, OR.

## BOARD/COMMISSION PARTICIPATION

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- |   |              |
|---|--------------|
| • Millcreek (UT) Promise Neighborhood commission member   | 2018 to 2019 |
| • University of Oregon Wesley Center student board member | 2011 to 2013 |

## VOLUNTEER ACTIVITIES

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- |  |                 |
|--|-----------------|
| • Florida Black History Month and Hispanic Heritage Month essay reviewer | 2019 to present |
| • English Skills Learning Center public outreach volunteer               | 2018 to 2019    |
| • Salt Lake Teens Write mentor   | 2017 to 2019    |
| • Utah Young Humanitarian Award application reviewer                     | 2017 to 2019    |
| • UServe Utah Active Engagement Retreat home group facilitator           | 2017 to 2018    |
| • First Year Forward college mentor                                      | 2016 to 2018    |

## CONTINUING EDUCATION COURSES

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- Evaluation and Assessment
- Essentials of Service Learning
- Developing Effective Service Learning Programs
- Volunteer Management
- Grant Writing and Resource Development
- Equity, Empowerment, and Racial Justice



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
ANIMAL SHELTER ADVISORY BOARD**

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Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mrs. Mallory Renee Bennett		<b>Date:</b> 7/24/2020 11:06:30 AM	
<b>Home Address:</b>	7046 Dardwood Ln Tallahassee, FL 32312	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	No
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 566-0304	<b>Do you own property in the Tallahassee City Limits?</b>	No
<b>Email:</b>	mallory@tcslawfirm.net	<b>How many years have you lived in Leon County?</b>	26

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Thompson, Crawford & Smiley	<b>Work Address:</b>	1330 Thomasville Road Tallahassee, FL 32312
<b>Occupation:</b>	Attorney		
<b>Work/Other Phone:</b>	(850) 386-5777		

**(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>	28
<b>District:</b>	District II	<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>	Lauren Whritenour	<b>Name:</b>	
<b>Address:</b>	4240 Charles Samuel Drive Tallahassee, FL 32309	<b>Address:</b>	
<b>Phone:</b>	(850) 509-3610	<b>Phone:</b>	

**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.

I was on the board of my homeowners association prior to moving in November of 2019. I was also on the board of the Junior Woman's Club of Midtown and served as the secretary for the 2019-2020 year. I am still an active member of the Club and participate in various volunteer activities through it. I also lead my law firm in volunteer and fundraising activities that have involved Big Brothers Big Sisters of the Big Bend and Christmas Connection. I am a Tallahassee native who wants to continue to give back to my community. I am also a huge animal lover with three rescued dogs of my own. I would be honored to be involved in a committee that protects and advocates for the animals in our community.

**(COMMITTEE QUESTIONNAIRE)**

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**Members on this Board must be a Leon County resident or Leon County property owner.**

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

Signature: *Mrs. Mallory Renee Bennett*

The application was electronically sent: 7/24/2020 11:06:30 AM

# Mallory R. Bennett

---

7046 Dardwood Lane, Tallahassee, Florida 32312 (850) 566-0304 mallory@tcslawfirm.net

## **Bar Admission**

**State Bar of Florida**, Bar Number 0124039 (Admitted September 2016)

**State Bar of Georgia**, Bar Number 437349 (Admitted May 2019)

**United States District Court for the Northern District of Florida**

**United States District Court for the Middle District of Florida**

**United States District Court for the Southern District of Florida**

**United States District Court for the Northern District of Georgia**

**United States Court of Appeals for the Eleventh Circuit**

**District Court of Appeals for the State of Florida, First District**

## **Work Experience**

**Thompson, Crawford & Smiley**, Tallahassee, Florida

*Associate Attorney*, September 2016 - Present; *Law Clerk*, May 2016 - September 2016

- Managed family law cases (dissolution of marriage, paternity, modification, uncontested adoption) from commencement to conclusion, including drafting pleadings, appearing at hearings, attending mediation, interacting with opposing counsel, and drafting proposed orders.
- Drafted appellant briefs for family law cases in the First District Court of Appeals.
- Second chair for employment discrimination, Title IX, wrongful death, negligence, and other cases where the Firm defended the state of Florida.
- Drafted pleadings related to employment discrimination, Title IX, wrongful death, and negligence cases including answers, motions to dismiss, counterclaims, and motions for summary judgment.
- Drafted appellate briefs for cases in which the Firm represented the state of Florida in the Eleventh Circuit Court of Appeals.
- Conducted and managed discovery in cases where the Firm represented the state of Florida and worked closely with general counsels of state agencies to produce discovery responses, pleadings, and answers.
- Drafted wills, powers of attorney, healthcare surrogates, and living wills and managed probate cases.
- Attended hearings on domestic violence injunctions, both as a petitioner and respondent.
- Interacted with new and existing clients to draft pleadings, respond to discovery requests, and provide case updates.

**Cory Watson Attorneys**, Birmingham, Alabama

*Law Clerk*, November 2015 - March 2016

- Drafted a Motion to Compel and researched how the document would be admissible.
- Prepared a legal memorandum related to recovering real estate broker commissions.
- Conducted legal research on reviving a dismissed claim.
- Drafted an argument against applying immunity to specific state officers.
- Composed a legal memorandum regarding the implications of lost evidence.
- Investigated applicability of insurance stacking in an automobile case.



**Office of Magistrate Judge T. Michael Putnam, United States District Court for  
The Northern District of Alabama**, Birmingham, Alabama  
*Legal Extern*, August 2015 - November 2015

- Observed court proceedings and analyzed a motion for summary judgment to determine the time of a business license denial which was the turning point in deciding the motion.
- Drafted orders for Rule 12(b)(6) Motions.
- Prepared opinions for *habeus corpus* petitions.

**Heninger Garrison & Davis, LLC**, Birmingham, Alabama  
*Law Clerk*, June - August 2015; October 2015 - November 2015

- Conducted legal research on statute of limitations and the relation back doctrine leading to a successful outcome.
- Drafted the statute of limitations argument for a response to a motion for summary judgment in a products liability case.
- Prepared legal memorandum related to deficient service of summons.
- Attended depositions and mediations as well as negotiation discussions.
- Drafted a complaint for a wrongful death lawsuit of a child and drafted plaintiff's first set of interrogatories to the defendant in the case.
- Completed a motion requesting attorney's fees after a settlement was reached.
- Drafted interrogatories, requests for admissions and requests for production of documents in a personal injury case.

**Education**

**Cumberland School of Law, Samford University**, Birmingham, Alabama  
*Juris Doctor*, May 2016      GPA: 3.44      Rank: Top 23%

Honors:      Scholar of Merit: Domestic Relations  
Alabama State Bar Family Law Section Scholarship  
Merit Scholarship  
Arthur Baron Scholarship  
Dean's List (every semester)

Activities:      *American Journal of Trial Advocacy*, Senior Associate Editor  
Judge James Edwin Horton Inn of Court 2014 - 2016  
Cumberland Division of the Alabama State Bar Young Lawyers 2014 - 2015  
Phi Alpha Delta Law Fraternity

Publications: Note, *Regulatory Agencies and the Continuing Threat to the Attorney-Client Privilege*, 39 Am. J. Trial Advoc. 419 (2015).

**Florida State University**, Tallahassee, Florida  
*Bachelor of Science - Sociology, summa cum laude*, May 2013      GPA: 3.96

Honors:      President's Club Merit Scholarship  
President's List (every semester)  
Phi Kappa Phi - Honor Society

**Interests**

Traveling and volunteer activities.



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
ANIMAL SHELTER 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@leoncountyl.gov.**  
**Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Ms. Kate Brown		<b>Date:</b> 7/16/2020 4:44:15 PM	
<b>Home Address:</b>	1795 Acorn Ridge Trail Tallahassee, FL 32312	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	No
		<b>Do you own property in Leon County?</b>	No
<b>Home Phone:</b>	(857) 204-0391	<b>Do you own property in the Tallahassee City Limits?</b>	No
<b>Email:</b>	ktbrown.mail@gmail.com	<b>How many years have you lived in Leon County?</b>	5

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Trust for Public Land	<b>Work Address:</b>	306 N MONROE ST Tallahassee, FL 32312
<b>Occupation:</b>	Project Manager		
<b>Work/Other Phone:</b>	(850) 661-2788		

**(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>	50
<b>District:</b>	District II	<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>	Jennifer Veal	<b>Name:</b>	Dr. Melanie Donofro
<b>Address:</b>	1200 Pedrick Road Tallahassee, FL 32317	<b>Address:</b>	Los Robles Animal Hospital 1314 Thomasville Rd Tallahassee, FL 32308
<b>Phone:</b>	(850) 228-0838	<b>Phone:</b>	(850) 222-3117

**Resume Uploaded?** No

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.

I work in the nonprofit sector as a project manager for a land conservation and parks organization. My background is in law and real estate/land use. I am passionate about senior dog rescue and have personally adopted many senior dogs. In addition to working for a charitable organization, I have previously served as a volunteer board chair for an arts organization and as a member of a town planning and zoning board. I would like to give back to my community and help to promote animal welfare and responsible pet ownership.

**(COMMITTEE QUESTIONNAIRE)**

## IMPORTANT LEGAL REQUIREMENTS FOR COMMITTEE/BOARD/AUTHORITY MEMBERSHIP

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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?\* **No**

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**

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**Members on this Board must be a Leon County resident or Leon County property owner.**

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

Signature: *Ms. Kate Brown*

The application was electronically sent: 7/16/2020 4:44:15 PM

# Kate Brown

ktbrown.mail@gmail.com ▪ 857.204.0391

---

## Summary

I am an attorney with 16 years of experience successfully managing complex land and easement acquisition transactions for national and regional land conservation organizations in multiple states.

## Education

**JD, MSEL, Land Use Law– Vermont Law School, South Royalton, VT ▪ 1995**

- Admitted to bar in Connecticut and Massachusetts

**BA, Anthropology– University of Virginia ▪ 1992**

## Experience

**Senior Project Manager–The Trust for Public Land, New Haven, CT, Tallahassee FL ▪ 2011 – Present**

Successfully completed land acquisition transactions in Coastal Connecticut and the Florida Panhandle. Drafted contracts, reviewed due diligence, hired and managed consultants, including title companies, appraisers, environmental firms and surveyors. Using oil spill settlement funds, completed property transactions and park design and development activities for new waterfront parks in Florida. Permanently protected more than 1,000 acres of land in Connecticut via fee acquisition and easements, including the region's largest unprotected coastal forest. Secured public funding, designed and led a local bond referendum campaign, assisted with 2 successful private fundraising campaigns, raised more than \$11 million for land acquisition capital, costs and stewardship. Trained and mentored new employees.

**Legal Analyst–Office of the Massachusetts Inspector General, Boston, MA ▪ 2009– 2011**

Investigated state procurement practices related to the expenditure of stimulus funds in Massachusetts.

**General Counsel–Massachusetts Senate, Boston, MA ▪ 2007– 2009**

Acted as counsel for the Global Warming Committee as it worked to successfully pass a comprehensive climate change bill for the State of Massachusetts.

**Project Manager II–The Trust for Public Land, New York, NY ▪ 2001 – 2006**

Preserved open space and environmentally sensitive lands in the New Jersey Highlands, Hudson Valley, and Catskills. Managed property acquisitions and dispositions. Handled negotiations with landowners, coordinated with public agencies, managed consultants and due diligence review of land conservation projects. Trained and mentored new employees.

**Senior Planner–Brandywine Conservancy, Chadds Ford, PA ▪ 1997 – 2001**

Negotiated and drafted conservation easements and contracts of sale. Handled all phases of land conservation projects from cultivation through negotiation to closing. Secured grant funding for easement acquisitions.

**Contract Attorney–Trow and Sank, PC, Stamford, CT ▪ 1995 – 1997**

Represented clients in real estate closings, probate proceedings, estate planning, foreclosures, bankruptcy and general civil litigation. Acted as closing agent for mortgage lenders. Examined titles and wrote title insurance for national title insurance company.



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CITIZEN COMMITTEE APPLICATION  
ANIMAL SHELTER ADVISORY BOARD**

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Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mrs. Jamie Clift Rager		<b>Date:</b> 7/14/2020 1:20:21 PM	
<b>Home Address:</b>	3565 Dogwood Valley Trl. Tallahassee, FL 32312	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	No
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(540) 273-8339	<b>Do you own property in the Tallahassee City Limits?</b>	No
<b>Email:</b>	jamiecliftrager@gmail.com	<b>How many years have you lived in Leon County?</b>	6

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Florida Fish and Wildlife Conservation Commission	<b>Work Address:</b>	1875 East Orange Ave Tallahassee, FL 32312
<b>Occupation:</b>	Public Relations Specialist		
<b>Work/Other Phone:</b>	(727) 282-7642		

**(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>	District II	<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>	Marisa Button	<b>Name:</b>	Alicia Wellman
<b>Address:</b>	571 Rawls Rd., Tallahassee, FL, 32312	<b>Address:</b>	248 Magnolia Ridge, Crawfordville, FL, 32327
<b>Phone:</b>	(717) 781-7870	<b>Phone:</b>	(850) 510-9662

<b>Resume Uploaded?</b>	Yes
<p>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.</p>	

**(COMMITTEE QUESTIONNAIRE)**

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Have you served on any previous Leon County committees?\* **No**

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**

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**Members on this Board must be a Leon County resident or Leon County property owner.**

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

Signature: *Mrs. Jamie Clift Rager*

The application was electronically sent: 7/14/2020 1:20:21 PM

## **Jamie Clift Rager**

3565 Dogwood Valley Trl. • Tallahassee FL, 32312  
jamiecliftrager@gmail.com • (540)-273-8339

### **EXPERIENCE:**

#### **Florida Fish and Wildlife Conservation Commission**

April 2018- Present

##### **Public Relations Specialist**

- Assisted with design and work coordination for launch of updated commission website.
- Created social media content promoting the agency and its programs.
- Coordinated to plan media events.
- Developed content for outreach materials.

#### **United States Peace Corps, Paraguay, South America**

February 2017- March 2018

##### **Business Advising Volunteer**

- Led local financial and business education initiatives.
- Educated community members in environmentally sustainable practices.
- Created English language resources for Paraguay's national tourism association.
- Taught basic and conversational English to tourism professionals.
- Achieved Advanced High level in Spanish Language.

#### **Florida Fish and Wildlife Conservation Commission**

June 2015- January 2017

##### **Administrative Assistant**

- Handled procurement and assisted in contracting process for section employees.
- Managed equipment tracking for section vehicles.
- Organized and planned stakeholder meetings throughout the state.
- Assisted with and developed understanding of species listing process and permitting.

#### **Florida Senate, Committee on Communications**

January 2015- May 2015

##### **Legislative Research Assistant**

- Tracked and analyzed public comments and created visual representations of data for legislators.
- Analyzed and summarized legislation

### **EDUCATION:**

#### **Masters of Public Administration**

August 2016

Reuben O'D. Askew School of Public Administration and Policy

The Florida State University

#### **Askew Eminent Scholar Chair Assistantship**

#### **B.A. in History and Political Science, Pre-Law concentration**

May 2014

##### **Anthropology minor**

Longwood University

Magna Cum laude

### **NOTABLE SKILLS:**

- Fluent in Spanish
- Expert in Microsoft Office Suite
- Experienced public purchaser
- Skilled professional writer
- Excellent people skills
- Experienced public speaker
- Knowledge of Florida Legislature
- Strong organizational skill



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<b>Name:</b> Mr. Michael Patrick Gagliardi		<b>Date:</b> 5/8/2020 12:57:27 PM	
<b>Home Address:</b>	3924 paces place Tallahassee, FL 32311	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	No
		<b>Do you own property in Leon County?</b>	No
<b>Home Phone:</b>	(618) 402-4809	<b>Do you own property in the Tallahassee City Limits?</b>	No
<b>Email:</b>	mpg09c@gmail.com	<b>How many years have you lived in Leon County?</b>	11

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Geico	<b>Work</b>
<b>Occupation:</b>	Lawyer	<b>Address:</b>
<b>Work/Other Phone:</b>		

**(OPTIONAL)**

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<b>Race:</b>	White	<b>Gender:</b>	M	<b>Age:</b>	29
<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>	Jessica Yeary	<b>Name:</b>	John J. Knowles
<b>Address:</b>	6751 Johnstown Loop Tallahassee, FL 32309	<b>Address:</b>	2201 Armistead Rd Tallahassee, FL 32308
<b>Phone:</b>	(850) 728-9488	<b>Phone:</b>	(850) 292-9527

<b>Resume Uploaded?</b>	Yes
<p>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.</p>	

**(COMMITTEE QUESTIONNAIRE)**



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Are you willing to complete a financial disclosure if applicable?\* **Yes**

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Signature: *Mr. Michael Patrick Gagliardi*

The application was electronically sent: 5/8/2020 12:57:27 PM

## Michael Gagliardi

3924 Paces Place, Tallahassee, Florida  
Mpg09c@Gmail.com  
618-402-4809

### EDUCATION

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**The Florida State University College of Law** Tallahassee, Florida  
*Juris Doctor* May 2017  
Florida Bar Number 1002328

**The Florida State University** Tallahassee, Florida  
Bachelor of Science, *cum laude*, in Economics, May 2013

### EXPERIENCE

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**GEICO Staff Counsel** Tallahassee, Florida  
Law Office of David J. Marsh  
Attorney: December 2018- Present.

- Conducting insurance defense litigation on behalf of GEICO to protect the interests of GEICO insureds.
- Litigated discovery issues, conducted depositions, performed legal research and negotiated settlements in numerous cases. Successfully saved GEICO and its insureds hundreds of thousands of dollars in negotiated settlements.

**Office of the Public Defender, Second Circuit of Florida** Tallahassee, Florida  
Assistant Public Defender,  
Attorney: August 2017- December 2018.  
Certified Legal Intern: August-December 2016

- Served as an Assistant Public Defender.
- Performed client intake, developed trial strategies, conducted jury selections and examined witnesses. Conducted multiple first chair and solo misdemeanor trials, first and second chair experience at the felony level.
- Wrote and argued successful “Stand Your Ground” motion resulting in a 7 page order in favor of defendant .
- Drafted motions to suppress, handled complex evidentiary hearings and motions in limine, performed extensive legal research.

**MinerleyFein, P.A.** Boca Raton, Florida  
Law Clerk, June – August 2016

- Researched a number of civil litigation issues for boutique construction litigation firm
- Drafted legal memoranda, Requests for discovery, Answers to requests for discovery, Motions for Summary Judgement, and Motions to Dismiss
- Conducted site inspections for ADA compliance.

### COMMUNITY INVOLVEMENT

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Pro-Bono Volunteer, Leon County Teen Court

- Teen Court is a form of pre-trial intervention for juvenile first-time offenders. Once in Teen Court, defendants are represented by, and prosecuted by, other teens. Law Students serve as guides for the teen attorneys, helping them develop legal reasoning and public speaking skills. Local Attorneys volunteer to serve as the Judge on a rotating basis.

Traffic Court Rules Committee for the Florida Bar

- Member, 2019-2020.

Tallahassee Bar Association

- Member



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<b>Name:</b> Ms. Jessica Lauria		<b>Date:</b> 7/14/2020 12:07:46 PM	
<b>Home Address:</b>	1462 Live Oak Dr. 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>	(407) 492-6915	<b>Do you own property in the Tallahassee City Limits?</b>	Yes
<b>Email:</b>	jessicalauria116@gmail.com	<b>How many years have you lived in Leon County?</b>	8

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Florida Dental Association	<b>Work</b>
<b>Occupation:</b>	Communications	<b>Address:</b>
<b>Work/Other Phone:</b>		

**(OPTIONAL)**

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<b>Race:</b>	White	<b>Gender:</b>	F	<b>Age:</b>	38
<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>	Lauren Perlman, Animal Shelter Foundation President	<b>Name:</b>	Grayson Walters, Tallahassee Animal Services Volunteer Coordinator
<b>Address:</b>	6349 Fitz Lane Tallahassee, FL 32311	<b>Address:</b>	1125 Easterwood Dr. Tallahassee, FL 32311
<b>Phone:</b>	(850) 766-3750	<b>Phone:</b>	(850) 891-2950

**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.

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

Signature: *Ms. Jessica Lauria*

The application was electronically sent: 7/14/2020 12:07:46 PM

# JESSICA LAURIA

[jessicalauria116@gmail.com](mailto:jessicalauria116@gmail.com) 

407.492.6915 

[jessicalauria.journoportfolio.com](http://jessicalauria.journoportfolio.com) 

[Linkedin.com/in/jessica-lauria](https://www.linkedin.com/in/jessica-lauria) 

## EDUCATION

CERTIFICATE  
Applied Animal Behavior  
University of Washington  
2020

BACHELOR OF ARTS  
Organizational Communications  
Early Childhood Education  
University of Central Florida  
2007

## SKILLS

accountability  
communication  
creativity  
adaptability  
organization  
emotional intelligence  
collaboration  
time management  
problem solving  
critical thinking

## MISCELLANEOUS

Florida Magazine Association  
2019 Charlie Awards Bronze Award  
Best Writing: Feature  
"The Dogtor Will See You Now"  
*Today's FDA*

"Love at Level Four: A Dog-umentary"  
Interviewed in student documentary  
on animal shelter experience, 2019  
[bit.ly/3fDf8zf](https://bit.ly/3fDf8zf)

## PROFESSIONAL PROFILE

Purpose-driven, creative communications professional with dynamic experience in marketing, social media, writing, communications strategy and executive counsel. Passionate animal advocate fueled by animal welfare and rescue. Strong history in marketing and communications for nonprofit sector with affinity for philanthropy and volunteerism.

## EXPERIENCE

### COMMUNICATIONS AND MEDIA PROGRAM MANAGER

Florida Dental Association, Tallahassee, Fla. / May 2012 – Present

- Lead the overall communications strategy, content, consistency and engagement of the Florida Dental Association's (FDA) social media platforms: [Facebook](#), [Instagram](#), [Twitter](#) and [LinkedIn](#)
- Write engaging content to promote and attract new members to the FDA across all of the organization's print and online channels. Won Bronze Award for Best Writing Feature for "The Dogtor Will See You Now" from the Florida Magazine Association
- Provide strategic oversight and execution of monthly digital newsletters, including content development, design and execution, reaching more than 8,000 dentists.
- Research current trends, counsel FDA executives and develop relevant communications strategies to keep FDA content timely, fresh and competitive

### PROGRAM COORDINATOR

Florida Dental Association, Tallahassee, Fla. / Oct. 2011 – May 2012

- Assisted in event planning support for the annual Florida National Dental Convention (FNDC), including program coordination, contract negotiation, speaker honorariums, travel arrangements, agenda creation and other event details
- Wrote and prepared FNDC marketing materials, including registration brochures and website content
- Advertised event to dental community through publications and ad placements


### FULL-TIME NANNY FOR TWINS

Vincent Family, Atlanta, Ga. / June 2010 – Oct. 2011

- Provided daily care for 1-year-old twins, established routines to ensure consistency and managed household activities to assist working parents
- Taught sign language to encourage communication and used music and interactive play to foster learning and creativity

# JESSICA LAURIA

[jessicalauria116@gmail.com](mailto:jessicalauria116@gmail.com) 

407.492.6915 

[jessicalauria.journoportfolio.com](http://jessicalauria.journoportfolio.com) 

[Linkedin.com/in/jessica-lauria](https://www.linkedin.com/in/jessica-lauria) 

## TECHNICAL SKILLS

Microsoft Office Suite

InDesign

Illustrator

Photoshop

Mailchimp

Adestra

Wordpress

HTML

CMS

Blackbaud

Event360

## EXPERIENCE continued

### MARKETING ASSISTANT

Bluewater Yacht Sales, Hampton, Va. / Nov. 2008 – June 2010

- Organized, proofread and maintained company marketing brochures
- Wrote, edited and managed content on three external websites
- Managed inventory of 100+ new and brokerage yachts

### TAX PREPARATION ASSISTANT (TEMP)

The Lion Heart Company, Spring Hill, Fla. / Feb. 2008 – April 2008

- Managed busy office during tax season, including the assembly and filing of tax returns for clients
- Organized and planned meetings for accountants and financial advisors

### EDUCATION AND OUTREACH ADMINISTRATIVE ASSISTANT (TEMP)

National Institute of Aerospace, Hampton, Va. / July 2007 – Sept. 2007

- Managed the scheduling and logistical arrangements of three major workshops
- Tracked and organized correspondence between the National Institute of Aerospace and NASA
- Documented departmental procedures to ensure efficiencies

## VOLUNTEERING

The Humane Society of  
the United States

*Protect Dogs Campaign:*

End Greyhound Racing in Florida,  
Amendment 13,  
July 2018 – Nov. 2018

City of Tallahassee  
Animal Service Center  
June 2018 – Present

St. Francis Wildlife Association  
May 2018 – December 2019

FDA Foundation  
*Florida Mission of Mercy,*  
Fort Myers, March 2018;  
Jacksonville, April 2016



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
ANIMAL SHELTER 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@leoncountyl.gov.**  
**Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Ms. Marguerite McCauley		<b>Date:</b> 7/16/2020 3:43:27 PM	
<b>Home Address:</b>	7809 Maclean Road Tallahassee, FL 32312	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	No
		<b>Do you own property in Leon County?</b>	Yes
<b>Home Phone:</b>	(850) 322-3004	<b>Do you own property in the Tallahassee City Limits?</b>	No
<b>Email:</b>	mccauleystally@gmail.com	<b>How many years have you lived in Leon County?</b>	27

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Gray Media Group	<b>Work</b>	
<b>Occupation:</b>	Accounting Manager	<b>Address:</b>	1801 Halstead Blvd
<b>Work/Other Phone:</b>	(850) 274-2108		Tallahassee, FL 32312

**(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>	Hispanic or Latino	<b>Gender:</b>		<b>Age:</b>	50
<b>District:</b>	District IV	<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>	Heather Thomas	<b>Name:</b>	Amy O'Kelley
<b>Address:</b>	7056 Standing Pines Lane Tallahassee, FL 32312	<b>Address:</b>	3050 Waterford Drive Tallahassee, FL 32309
<b>Phone:</b>	(850) 933-0891	<b>Phone:</b>	(850) 566-0305

<b>Resume Uploaded?</b>	Yes
<p>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.</p> <p>My resume hasn't been updated since I changed to Gray Media Group on 1/31/20. Haven't had a chance to update it yet....</p> <p>thanks.</p>	

**(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?\* **No**

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 Board must be a Leon County resident or Leon County property owner.**

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

Signature: *Ms. Marguerite McCauley*

The application was electronically sent: 7/16/2020 3:43:27 PM



## MARGUERITE T. McCAULEY, CPA CFE

(850) 322-3004 ☐

☐ mccauleystally@gmail.com

### ☐ EDUCATION

**Masters in Accountancy (MAcc)**, Florida State University  
**Master of Business Administration (MBA)**, Florida State University  
**Bachelor of Science (BS: Accounting)**, Florida State University  
**Bachelor of Arts (BA: Economics/Minor Theology)**, University of Florida

### ☐ CERTIFICATIONS

**2002 to present - Florida Certified Public Accountant (CPA)**  
**2000 to present - Certified Fraud Examiner (CFE)**, Association of Certified Fraud Examiners

### ☐ TECHNICAL SKILLS

Peachtree Accounting System, TMW Truckmate/AIS  
SAGE 100 & SAGE Fixed Asset software and related depreciation scheduling  
ADP Payroll Processing (Workforce Now), Intuit Quickbooks Accounting Software  
Microsoft Great Plains  
Microsoft Office Suite (Excel, Word, Access, PowerPoint, Outlook)

### ☐ PROFESSIONAL EXPERIENCE

#### **9/18 to current      CONSULTING (CSI IT, LLC)**

Provide consulting services to VP of Accounting & Finance in the performance of special projects and tasks related to the accounting and finance of multiple corporate entities. Responsible for the management of treasury month end account reconciliation and close out, audit and reconciliation of related entity accounting systems and general ledger balances, the preparation and analysis of borrowing base certificates and related reporting, and the tracking, analysis and resolution of multiple large AR accounts. Also perform other duties and projects as needed.

#### **9/17 to current      CONSULTING/CHIEF FINANCIAL OFFICER (The Bean Team)**

Provided client with consulting/served as Acting CFO to multi-state credit union trade association and related entities. Managed transitional finance and accounting department to include daily AR and AP operations, treasury management, expense reporting, tax compliance, financial reporting, client services, budgeting, interface with multiple governance boards and related committees, budget software management, vendor management, process improvement and supervision of staff.

#### **5/17 to 7/17      CONSULTING/CHIEF FINANCIAL OFFICER (Rocket Daddy, Inc.)**

Provided client with consulting/served in transitional CFO role to small, family owned tech start-up including corporate payroll, retirement benefit administration including corrective action; corporate tax & external vendor management, change in accounting method planning; M&A review; related party financial system record keeping, analysis and reporting.

## MARGUERITE T. McCAULEY, CPA CFE

(850) 322 3004 ☐

☐ mccauleystally@gmail.com

### ☐ PROFESSIONAL EXPERIENCE (Continued)

#### 3/15 to 10/16 CHIEF FINANCIAL OFFICER (McKenzie Tank Lines, Inc.)

Responsible for the management and administration of the Finance & Accounting, Human Resource and Information Technology Departments within established, transportation, mid-size company. Attained successful corporate realignment of departments including staff, vendors, customers, processes and systems within three corporate entities to achieve streamlined, modernized and efficient operations. Achieved financial performance targets.

Responsibilities included:

Finance & Accounting Department - responsible for all aspects including Accounts Receivable, Accounts Payable, Treasury Management, Budgeting, Contract Management, Procurement, PP&E management, Taxation, Regulatory Filings, Financial Reporting, Fuel Management, Vendor Management, Audit, Compliance and Inter Company Management

Human Resources Department- responsible for management and oversight of Payroll, Benefits Administration including self-insurance medical benefit plan, Training, HR digital and document system maintenance, Vendor Management and oversight, compliance of multiple segregated qualified retirement plans, audit and New Hire/compliance.

IT Department- responsible for management/maintenance of multiple IT applications and platforms, Training, EDI implementation, IT function oversight and maintenance, vendor contract management, website development, quality review, and support oversight.

#### 6/2011-11/2014 FINANCE DIRECTOR (Health Management Associates, Inc.)

Provided support to Chief Financial Officer and corporate finance/accounting department, including recurring interaction with Board of Directors, senior principals and vendors. Functions included:

- Analysis, reconciliation, forecasting & reporting of monthly revenue (350+ nationwide projects)
- Tracking, analysis and reporting of monthly project budgets
- Reconciliation weekly corporate credit card statements/staff expense reports
- Compliance with corporate regulatory licensing and report filing
- Follow up and tracking of past due accounts, including liquidation/receivership
- Preparation & submission of cost-based budgets for competitive federal projects
- Review and preparation of finance related disclosures and documentation related to competitive bid submissions
- Financial reporting contract compliance (public/federal/state & private clients)
- Preparation of semi-monthly payroll using ADP payroll provider (140+ employees)
- Administration of 401(k) plan including interface with plan auditor, calculation and funding of monthly employer contributions, and year end testing and compliance
- Performance of multi-year internal review of participant 401(k) accounts; including oversight of resolution process for corrections/compliance
- Analysis & reporting of mid-year and year-end estimations for 415(c)(1) limitations on benefits and contributions for qualified plan

(850) 322 3004 ☐

☐ mccauleystally@gmail.com

☐ **PROFESSIONAL EXPERIENCE (Continued)****2001-2011 SENIOR PROJECT MANAGER/CONSULTANT (GSG, Inc.)**

Performed financial, operational and rate consulting for not-for-profit/governmental entities culminating in high level meetings and presentation of study findings before political boards and executive level not-for-profit/government officials (Board members). Responsibilities included:

- Analysis of client cost and funding structures for specific programs and budget centers; Prepared budgets and forecasted financial statements
- Identification of areas suitable for cost reduction and improved cash flow
- Development of revenue solutions to meet client service delivery and capital infrastructure funding needs (rate studies)
- Maintenance of client tracking system to ensure effective business practice processes, firm profitability and client satisfaction
- Specialized financial litigation support
- Policies, procedures and internal controls
- Reconciliation and analysis of operational financial data
- Compliance reporting for regulatory authorities and other filings

**1999-2000 MANAGEMENT CONSULTANT, OFFICE OF THE INSPECTOR GENERAL  
Florida Agency for Health Care Administration****1997-1999 REGULATORY ANALYST, OFFICE OF RESEARCH & REGULATORY REVIEW  
Florida Public Service Commission**☐ **OTHER**

**2003 to 2010, Board Member & Training Director**, Tallahassee Area Chapter Certified Fraud Examiners (CFEs), Association of Certified Fraud Examiners (ACFE)

**2005 - 2008, Board Member/Treasurer, Highgrove Homeowners Association**

**1995-1998, Board Member/Treasurer, Richview Park Homeowners Association**



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
BOARD OF ADJUSTMENT AND APPEALS**

**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> Mr. John Outland		<b>Date:</b> 8/30/2019 8:03:14 AM	
<b>Home Address:</b>	1562 TUNG HILL DRIVE Tallahassee, FL 32317	<b>Do you live in Leon County?</b>	Yes
		<b>Do you live within the City limits?</b>	No
<b>Home Phone:</b>	(850) 878-6828	<b>Do you own property in Leon County?</b>	Yes
		<b>Do you own property in the Tallahassee City Limits?</b>	No
<b>Email:</b>	outlandjb@hotmail.com	<b>How many years have you lived in Leon County?</b>	44

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Retired	<b>Work</b>
<b>Occupation:</b>	Retired	<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>	M	<b>Age:</b>	70
<b>District:</b>	District II	<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>	Bill Fisher	<b>Name:</b>	Jim Stevenson
<b>Address:</b>	459 Tung Hill Drive Tallahassee, Florida	<b>Address:</b>	4797 Lakely Drive Tallahassee, Florida 32303
<b>Phone:</b>	(850) 727-8899	<b>Phone:</b>	(850) 556-3072

**Resume Uploaded?** No

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.

Canopy Roads Citizens Committee

Masters in Physical Geography, Florida State University

Deliver Meals on Wheels for Elder Care Services

Worked for the State Department of Environmental Regulation for 30 years in dredge and fill permitting, review of Environmental Impact Statements, Local Government Comprehensive Plans and planning and implementation of Everglades restoration projects.

**(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 Citizens 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 must be a resident, an owner of real property AND a taxpayer in Leon County.**

Are you a resident of Leon County? **Yes**

Are you a property owner and taxpayer in Leon County? **Yes**

**Members on this board must file a Financial Disclosure Form #1 from the Florida Commission on Ethics, per State Statute 112.3145. Financial Disclosure Information - Ethics.**

Are you willing to file a Financial Disclosure Form? **Yes**

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

Signature: *Mr. John Outland*

The application was electronically sent: 8/30/2019 8:03:14 AM

## **Vitae**

John Outland

1562 Tung Hill Drive

Tallahassee, Florida 32317

Education:

Masters in Physical Geography, Florida State University

Work:

USAF from 1971 to 1975 – Security Policeman

Florida Department of Environmental Protection 1977 to 2011

Reviewed Environmental Impact Statements for consistency with state regulations and impacts to natural resources.

Managed the Department's review of Local Government Comprehensive Plans pursuant to Chapter 163, F.S.

Administered the Everglades Restoration Trust Fund to acquire land for implementation of the Comprehensive Everglades Restoration Plan.

Reviewed Everglades restoration projects for environmental affects and restoration benefits.

*Leon County****Citizen Committee Attendance Report*****Committee Name:** Board of Adjustments and Appeals**Committee Staff Contacts:** Nancy Garcia, Senior Planner, Development Services, 606-1300, Amy Thrailkill, Committee Secretary, 606-1300

<b>Citizen Appointee</b>	<b>2/13/20</b>	<b>3/12/20</b>	<b>4/9/20</b>	<b>5/14/20</b>	<b>6/11/20</b>	<b>7/9/20</b>
John Outland	X	X	X	X	X	X

*X – Member in attendance.**A – Member absent**A/E – Member absent/excused**MC – Meeting cancelled**TE- Term Expired***Additional Information or Remarks:**

**From:** [Nancy Garcia](#)  
**To:** [Mary Smach](#)  
**Cc:** [Amy Thrailkill](#)  
**Subject:** FW: Board of Adjustments and Appeals  
**Date:** Monday, July 20, 2020 1:26:07 PM  
**Attachments:** [image001.png](#)  
[image058208.png](#)

---

Hi Mary,

John Outland would like to be considered for the permanent seat on the BOAA (see email correspondence below).

Best,



*Nancy Garcia*  
Senior Planner  
Development Services Division / Department of  
Development Support and Environmental Management  
435 N. Macomb St | Tallahassee, FL 32301  
(850) 606-1361 /work | (850) 606-1302 /fax  
[GarciaN@leoncountyfl.gov](mailto:GarciaN@leoncountyfl.gov)

*People Focused. Performance Driven.*

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



COVID-19 Community Update

STAY INFORMED. BE PREPARED.

[CLICK HERE](#)

---

**From:** John Outland <[outlandjb@hotmail.com](mailto:outlandjb@hotmail.com)>  
**Sent:** Friday, July 17, 2020 9:09 AM  
**To:** Amy Thrailkill <[ThrailkillA@leoncountyfl.gov](mailto:ThrailkillA@leoncountyfl.gov)>  
**Subject:** RE: Board of Adjustments and Appeals

Ok thanks.

John

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Amy Thrailkill <[ThrailkillA@leoncountyfl.gov](mailto:ThrailkillA@leoncountyfl.gov)>  
Date: 7/17/20 8:59 AM (GMT-05:00)  
To: John Outland <[outlandjb@hotmail.com](mailto:outlandjb@hotmail.com)>  
Subject: RE: Board of Adjustments and Appeals

Correct. May 31<sup>st</sup>, 2023.



Amy Thrailkill  
Administrative Associate V  
Department of Development Support and Environmental Management  
435 N Macomb Street, 2nd Floor | Tallahassee, FL 32301  
(850) 606-1325 /work | (850) 606-1301 /fax  
[ThrailkillA@leoncountyfl.gov](mailto:ThrailkillA@leoncountyfl.gov)

*People Focused. Performance Driven.*

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



COVID-19 Community Update

STAY INFORMED. BE PREPARED.

[CLICK HERE](#)



**From:** John Outland <[outlandjb@hotmail.com](mailto:outlandjb@hotmail.com)>  
**Sent:** Friday, July 17, 2020 8:52 AM  
**To:** Amy Thrailkill <[ThrailkillA@leoncountyfl.gov](mailto:ThrailkillA@leoncountyfl.gov)>  
**Subject:** RE: Board of Adjustments and Appeals

I am an alternate now, correct? If so I be glad to fill is term. How long is the term?

Regards,

John

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Amy Thrailkill <[ThrailkillA@leoncountyfl.gov](mailto:ThrailkillA@leoncountyfl.gov)>  
Date: 7/17/20 8:30 AM (GMT-05:00)  
To: John Outland <[outlandjb@hotmail.com](mailto:outlandjb@hotmail.com)>  
Cc: Nancy Garcia <[GarciaN@leoncountyfl.gov](mailto:GarciaN@leoncountyfl.gov)>  
Subject: Board of Adjustments and Appeals

Good morning Mr. Outland,

Jeff Blair has recently been appointed to the Advisory Committee on Quality Growth. As a result, he will have to resign from the BOAA as this is a conflict with the State's prohibition on dual-officeholding. As an alternate member of the BOAA, are you are interested in serving Mr. Blair's unexpired term?

Thank you,



Amy Thrailkill  
Administrative Associate V  
Department of Development Support and Environmental Management  
435 N Macomb Street, 2nd Floor | Tallahassee, FL 32301  
(850) 606-1325 /work | (850) 606-1301 /fax  
[ThrailkillA@leoncountyfl.gov](mailto:ThrailkillA@leoncountyfl.gov)

***People Focused. Performance Driven.***

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COVID-19 Community Update

STAY INFORMED. BE PREPARED.

**CLICK HERE**



**LEON COUNTY BOARD OF COUNTY COMMISSIONERS  
CITIZEN COMMITTEE APPLICATION  
CAREERSOURCE CAPITAL REGION 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@leoncountyl.gov. Applications will be discarded if no appointment is made after two years.**

<b>Name:</b> Mr. Stephen Copper-Butler		<b>Date:</b> 8/8/2019 10:54:56 AM	
<b>Home Address:</b>	3550 Esplanade Way #10203 Tallahassee, FL 32311	<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>	(989) 701-0103	<b>Do you own property in the Tallahassee City Limits?</b>	No
<b>Email:</b>	stephen.copper-butler@waldenu.edu	<b>How many years have you lived in Leon County?</b>	1

**(EMPLOYMENT INFORMATION)**

<b>Employer:</b>	Walmart Inc.	<b>Work Address:</b>	4400 W Tennessee St. #10203 Tallahassee, FL 32311
<b>Occupation:</b>	Multi-unit Academy Operations Manager		
<b>Work/Other Phone:</b>	(850) 895-8216		

**(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>	Black or African American	<b>Gender:</b>	M	<b>Age:</b>	35
<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>	Thomas Cooper	<b>Name:</b>	Carla Handsard
<b>Address:</b>	5500 Thomasville Rd Tallahassee, FL 32312	<b>Address:</b>	
<b>Phone:</b>	(850) 666-0720	<b>Phone:</b>	(706) 247-5067

**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?\* **No**

Have you served on any previous Leon County committees?\* **No**

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**

A nomination by local business organization (Chambers of Commerce, Downtown Merchant Associations, area business associations, etc.) is required. Nominations for the Board shall be representative of the business community in optimal business leadership positions, such as CEO's, VP's of HR, General Managers, Presidents and C Suite executives of firms that require a large workforce to maintain their business.

Have you been nominated by a local business organization? **No**

Members on this board must file a Financial Disclosure Form #1 from the Florida Commission on Ethics, per State Statute 112.3145. Financial Disclosure Information - Ethics.

Are you willing to file a Financial Disclosure Form? **Yes**

Applicants must complete the [CSCR membership application](#).

Have you completed the CSCR Membership Application and emailed to Smachm@leoncountyfl.gov.? **Yes**

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

Signature: *Mr. Stephen Copper-Butler*

The application was electronically sent: 8/8/2019 10:54:56 AM

# Stephen A. Copper-Butler, EMBA

Stephena.copper@gmail.com | (989) 701-0103 | Tallahassee, FL US

## MANTRA

Proven difference maker who utilizes strong communication and leadership skills to inspire change and drive execution through innovation, strategic planning and process management.

## CAREER HIGHLIGHTS

- Improved CFF scores from 5.25 to best in class 8.65 (Company metric on customer satisfaction)
- Achieved OSCA scores of 96% above company average (Company metric on increasing availability of prod for customers)
- Reduced turn over by 23% year over year
- Raised AOS scores by 35% and 95% completion (Company metric for associate satisfaction)

## PROFESSIONAL EXPERIENCE

### Wal-Mart, Inc., Bentonville, AR

July, 2011 to Current

Wal-Mart, Inc. is a multinational retail corporation and is the world's largest company by revenue with 11,527 stores and clubs in 28 countries.

#### Multi-unit Manager Academy Operations (February, 2017 to Current)

Supports the certification and promotion process for all field operations leaders (for example, Store Managers, Market Managers) by assisting in the promotional process; ensuring associate readiness for next role; adapting course content to meet training, education, and development needs; and providing best practices and recommendations on talent development solutions. Enhances associate learning and educational content by consulting with senior management and determining needs and gaps in learning content; offering solutions for these gaps; collaborating with stakeholders (business partners); creating training content for ad-hoc regional and divisional meetings; and observing and mentoring Facilitators.

- Developed training plans for Facilitators resulting in a 92% passing rate for the classes led by those I trained.
- Optimized P&L budgets to leverage expenses with talent reviews to compensate staff.
- Lead and trained talent reviews and career progression
- Improved Overall store operations by improving audit results quarter over quarter.

#### Operations Manager (July, 2011 to February, 2017)

Develops, communicates, and leverages a strategic vision aligned with company, market, and local plans and tactics to direct the management team and management and hourly associates in facility operations, merchandising, and company direction. Provides supervision and development opportunities for management and hourly associates in a facility that may present issues such as high turnover, significant engagement issues, inexperienced associates, and recruiting challenges in an experienced, highly competitive market, requiring ongoing and proactive recruitment, hiring, training, mentoring, succession planning, duty assignment, performance evaluation, recognition, and diversity awareness across multiple levels of the organization.

- Revamped inventory flow processes to deliver the best inventory shrink numbers by reducing shrink from 1.11% to .78% in 2 years
- Improved inventory turns by 15% year over year
- Reduced inventory by \$1.2 million
- Achieved first bonus for associates by surpassing sales and profit goals
- Oversaw the process of relocating over 6 million dollars of inventory to new facilities and controlling loss

- Coached team members to promotions through mentoring and fostering relationships
- Educated team members on compliance and best practices to reduce excessive cost opportunity
- Conserved labor cost by enhancing efficiency
- Boosted sales by ensuring availability of inventory
- Forecasted sales numbers through community trends to plan for staffing needs
- Revamped training program for new hires for increased retention
- Negotiated a giving program for a local nonprofit who supported at risk youth in the community
- Enhanced efficiencies through process management
- Detected shrink opportunity through training and inspection

**Furniture Row Companies, Denver, CO**

**January, 2004 to July, 2011**

Furniture Row is a privately held company that has evolved into one of the fastest growing furniture retail operations in the country. With over 330 stores in 31 states, Furniture Row is currently the largest cash buyer of furniture, and the largest factory direct mattress retailer in the U.S.

Sales Manager (January, 2004 to July, 2011)

- Budgeted service charges to show increase in profit month over month
- Developed a strong sales team through training and mentoring
- Excelled in personal and store sales goals year over year
- Formulated an action plan to reduce expenses
- Implemented sales techniques to help sales staff reach their sales goals
- Led a sales team to 6 million in sales
- Led region in sales for 3 consecutive years selling over \$750,000

**EDUCATION/TRAININGS/CERTIFICATIONS**

Executive Masters in Business Administration, Walden University, 2016

Bachelor of Arts, University of Toledo, 2015

July 15, 2020

Honorable Bryan Desloge  
Chairman  
Leon County Board of County Commissioners  
Leon County Courthouse  
301 S. Monroe Street  
Tallahassee, FL 32301

Dear Chairman Desloge:

Based on the requirement that the Greater Tallahassee Chamber of Commerce must generate nomination requests for individuals to serve on the CareerSource Capital Region Board of Directors, we would ask that you consider the following member to serve for the terms listed.

Stephen Cooper-Butler, Multi-unit Manager Academy Operations for Wal-Mart, Inc., to serve a three year term through June 30, 2023.

We appreciate your consideration.

Sincerely,



Sue Dick  
President/CEO  
Greater Tallahassee Chamber of Commerce

EXECUTIVE COMMITTEE:

Beth Corum  
*Chair*

Jay Smith  
*Chair-Elect*

Mark O'Bryant  
*Immediate Past Chair*

Andrew Gay  
*Treasurer*

Sue Dick  
*President/CEO*

Terrie Ard

Rob Clarke, Jr.

Berneice Cox

Richard Darabi

Sammie Dixon, Jr.

Sha'Ron James

Amanda Morrison

Bennett Napier



July 15, 2020

Chair Bryan Desloge  
Leon County Board of County Commissioners  
301 S. Monroe St. 5<sup>th</sup> Floor  
Tallahassee, FL 32301

Dear Chair Desloge:

CareerSource Capital Region is please to support the appointment of the following board member for a three year term to expire on June 30, 2023.

Stephen Cooper-Butler

Mr. Cooper-Butler is the Multi-unit Manager Academy Operations for Wal-Mart, Inc. and would be an outstanding addition to the CareerSource Capital Region Board of Directors. Mr. Cooper-Butler will serve on the CareerSource Capital Region Board of Directors for a term of three years through June 30, 2023. Our Nominating Committee voted to approve Mr. Cooper-Butler's nomination at their meeting on Monday, July 13, 2020.

Should you have any questions, please do not hesitate to contact me at (850) 617-4601.

Sincerely,

A handwritten signature in black ink, appearing to read "James H. McShane, III".

James H. McShane, III  
Chief Executive Officer  
CareerSource Capital Region

(850) 414-6085

(850) 410-2595

2639 North Monroe Street  
Building C, Suite 100  
Tallahassee, FL 32303



CareerSource Capital Region  
Workforce Board  
Membership Application  
(See Job Description & qualifications on Pages 3-

4)

Name: Stephen Copper-Butler

E-mail: [stephen.copper-butler@waldenu.edu](mailto:stephen.copper-butler@waldenu.edu)

Company Name: Walmart Inc

Company URL: www.walmart.com

Company Address:

Home Address:

4400 W Tennessee St.

702 SW 8th St

City Tallahassee

City: Bentonville

State: FL Zip: 32311

State: AR Zip: 72716

Business Phone: (850) 895-8216.

Home/Mobile Phone: (989) 701-0103

1. Type of Business: Retail

2. Approximate number of local employees? 5,500

3. What is your official position and what do you do at your organization?

I am currently a Walmart Academy/Operations Manager. I am a multi- unit manager focused on the training and development of hourly supervisors to become salaried members of management capable of delivering a healthy P&L, maintaining operational standards, executing process implementation and management functions, and accomplishing HR responsibilities.

*If you run out of room, feel free to use additional paper*



4. What do you think are the critical workforce issues for our region? \_\_

I strongly believe the top three work force issues in our region are educating future potential talent, developing local talent, and training local talent to support continued growth the region.

5. What would you bring to the CSCR Workforce Investment Board (e.g., talent, experience, resources, knowledge, networks, and passion)? \_\_\_\_\_

In addition to the talent, experience, resources, and knowledge; I would bring business diversity from other regions, a focus on the impact of social change, and dedication to a collaborative problem solving.

6. What value do you hope to get out of your participation on the CSCR WIB? \_\_\_\_\_

Through my participation on the CSCR WIB I hope to gain more experience in the region on employment issues, continue to build my network, and continue my personal and professional development.

7. Additional thoughts? \_\_

I feel I would be a great addition to the board with my diverse background and education; international and domestic business practices, team building, and passion to see others succeed.

*If you run out of room, feel free to use additional paper*

### **Local Workforce Board Member Job Description**

The mission of CareerSource Capital Region (Region 5) is to lead a system that produces a high quality workforce capable of meeting the changing needs of employers in Leon, Gadsden and

Wakulla Counties. Activities of the Board include gathering and disseminating information about the area's labor market and businesses' employment needs; building a strong regional workforce development system; convening groups of businesses, training providers, and other organizations to develop solutions to local workforce development challenges and overseeing the network of CareerSource Capital Region (CSCR) Career Centers. While the CSCR Board has governance control of multiple grants and implements the policies of State and Federal government to achieve measurable outcomes, it contracts with a service provider to perform the day-to-day services at the career center. The board staff are to carry out the oversight, monitoring, and quality expectations to meet the primary indicators of performance outlined in the Workforce Innovation and Opportunity Act of 2014.

### Qualifications

- The desire to make a positive contribution to the region's economy by helping shape a workforce development system that meets the needs of employers and job seekers.
- A commitment to devote time, talent and resources to working with other board members, staff, employers, public officials, and public and private sector partner organizations to improve the quality of the workforce talent.
- **Must be a senior-level decision-maker in your organization.**
- Must have an interest in working to enlarge the labor pool with qualified applicants.

### Expectations

- Regularly attend Board and committee meetings.
- Participate actively in at least one Board committee.
- Be prepared for Board meetings by staying informed about Board matters and reviewing materials sent in advance of the meetings.
- Get to know and respect other Board members, building collegial relationships that contribute to effective decision-making.
- Act and vote on behalf of the long-term interests of the Board and the community and not on the interest of a single constituency.
- Avoid conflicts of interest. If a conflict on a particular issue is unavoidable, disclose the conflict and follow Board policies for removing oneself from discussion and/or vote on that issue.
- Understand and observe the respective roles of the board members, board staff, service provider staff, and the chief elected officials.

- Take advantage of opportunities to become more educated about the Local Workforce Development Board (LWDB) and the region's workforce development system.
- Act as an ambassador of the board with community groups and businesses.
- Help identify and recruit additional Board members.
- Board members will engage in discussion and dialogue related to workforce issues.
- Board members will tour the Career Center at least once per term.
- Board members are encouraged to ask questions and share observations related to workforce issues.
- Board members will have a Consent Agenda where a board committee and then the executive committee have already vetted the recommended action. While Board members can pull any consent agenda item for further discussion, members are encouraged to respect the work of their peers and if there is a consistent concern in a certain area, say finance, join that committee and strengthen its engagement.
- Possess a business demeanor and contribute expertise to help in the success of the LWDB.

### Time Requirements

- The Board meets quarterly with meetings lasting no more than ninety minutes.
- Committees meet quarterly.
- Committee meetings last no more than one hour and a half.
- Average time commitment for members is approximately three - four hours per quarter. Time commitment is greater for those who serve on more than one committee, or serve on leadership.
- Individuals are appointed for three-year terms. If you are replacing a board member, your board service will pick up where the position left off when it became vacant.
- Maximum service – 9 years

**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #28**

# Leon County Board of County Commissioners

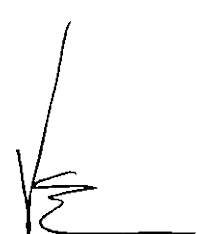
## Agenda Item #28

September 15, 2020

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

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

**Title:** Status Update on Virtual County Commission Meetings and Options for Public Participation



<b>Review and Approval:</b>	Vincent S. Long, County Administrator
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator
<b>Lead Staff/ Project Team:</b>	Heather Peeples, Special Projects Coordinator

### **Statement of Issue:**

This item provides a status update on public participation at Board meetings and seeks Board consideration to allow real time public participation during future virtual meetings, in addition to the current practice of allowing written comments.

### **Fiscal Impact:**

This item has no fiscal impact.

### **Staff Recommendation:**

Option #3: Board direction.

## **Report and Discussion**

### **Background:**

This item provides a status update on public participation at Board meetings and seeks Board consideration to allow real time public participation during future virtual meetings, in addition to the current practice of allowing written comments. The item provides an update on the technology available to allow real time public participation during Commission meetings. As explained later in the item, this technology will be utilized during the Board's September 15<sup>th</sup> and September 29<sup>th</sup> budget and non-ad valorem hearings to comply with applicable Florida Statutes. The use of the technology at the September 15<sup>th</sup> meeting allows the Board the opportunity to experience the technology for a limited set of agenda items prior to utilizing it at future meetings.

On March 20, 2020, following the publication of the Centers for Disease Control and Prevention's social distancing guidelines for preventing the spread of COVID-19, Governor DeSantis issued Executive Order No. 20-69 which suspends the Florida Statute requiring a physical quorum for local government body meetings and permits the use of communications media technology (CMT), such as telephonic and video conferencing. Subsequently, at the April 14, 2020 meeting, the Board ratified a temporary modification to Policy No. 01-05, "Rules of Procedure for Meetings of the Leon County Board of County Commissioners," to allow for the use of CMT to conduct virtual meetings of the Board as well as County advisory boards, councils, and committees.

At this time, the County also established an online form, which is available through the County's website, for citizens to provide written public comment prior to any virtual County Commission meeting. At a subsequent meeting the Board directed staff to bring back an agenda item evaluating other options for public participation in County Commission meetings during the COVID-19 pandemic and while meetings are being held virtually. The report was presented at the May 12, 2020 meeting, and the Board voted to continue the practice for electronic submission of written comments.

Board meetings have continued in a virtual format as permitted by five separate extensions of Executive Order No. 20-69. Most recently, Governor DeSantis issued Executive Order No. 20-193, which allows local government bodies to continue meeting virtually through September 30, 2020. Additionally, the Governor issued Executive Order 20-179, which specifies that virtual meetings may be held for millage and budget hearings under Chapter 200, Florida Statutes, and meetings regarding a non-ad valorem assessment under section 197.3632, Florida Statutes. However, pursuant to Florida Statutes, public testimony is still required at the public hearings.

### **Analysis:**

The following analysis provides an update on the statutory requirements to allow citizens to provide verbal comments during budget and non-ad valorem assessment hearings and the technology available to facilitate this change for the Board's September 15<sup>th</sup> and September 29<sup>th</sup> hearings. Additionally, the Board may wish to consider providing this option for public participation at all future virtual meetings.

As noted in the background section of the item, Executive Order No. 20-179 specifically permits local government bodies to hold virtual millage and budget hearings by temporarily suspending statutory requirements that a quorum of the membership to be present in person or to meet at a specific public place. However, the Executive Order does not waive the requirements for public participation during the budget hearings outlined in Chapter 200, Florida Statutes which states that “the general public shall be allowed to speak and to ask questions prior to adoption of any measures by the governing body.” In order to comply with Florida Statute, the County will utilize the Zoom meeting platform to allow the public to join the meeting via a call-in telephone number.

This option for public participation was previously presented to the Board at the May 12, 2020 meeting as part of the status report on virtual County Commission meetings. The report detailed several challenges outside the County’s ability to control, that could disrupt or interrupt meetings. These included challenges related to possible poor connectivity which may disrupt a citizen’s video and/or audio feed, citizens’ familiarity with the Zoom platform and how to virtually “raise their hand” to be recognized by the Chairman, timing issues relating to queuing citizens to speak, and ensuring appropriate conduct by citizens during the broadcast.

In the following months, the County has refined the process for conducting virtual meetings and identified additional technology to help facilitate public participation during meetings. Locally, other jurisdictions have transitioned to the use of various CMT to facilitate citizen participation during meetings. Additionally, other Florida counties including Alachua and Sarasota have since begun using the Zoom platform to allow for citizen participation during commission meetings and have developed procedures that have been adapted to Leon County’s meeting format for the September 15th and September 29th hearings. While these advancements will help to mitigate some of the noted challenges, others remain outside of the County’s control, including citizens’ poor phone connections and possible inappropriate comments during broadcasts.

For future virtual meetings, the Board may choose to continue the current practice of accepting public feedback through only the designated online form. Alternatively, the Board may wish to modify the current procedure to accept both written comments as well as all real time citizen participation during all future virtual meetings (Option #2). Under the modified procedure, County advisory boards, councils, and committees would also be required to allow for real time citizen participation during meetings.

Per the Board’s previous direction, when Executive Order No. 20-193, or its successor, expires and local government bodies are required to resume in-person meetings, Leon County will also continue utilizing the online form to accept written comments. This process will allow those who are at an increased risk for contracting COVID-19 to continue providing their comments remotely.

**Options:**

1. Accept the status report and continue the current practice for accepting citizen input until such time as Executive Order No. 20-193 which allows for virtual meetings, or its successor, expires.
2. Accept the status report and modify current procedure to allow for real time citizen participation on all agenda items beginning with the September 29, 2020 meeting.
3. Board direction.

**Recommendation:**

Option #3



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #29**

# Leon County Board of County Commissioners

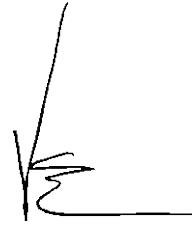
## Agenda Item #29

September 15, 2020

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

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

**Title:** First Public Hearing to Consider Adoption of the FY 2020/2021 Tentative Millage Rates and Tentative Budgets



<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>	Timothy Barden, Budget Manager Michelle Tipton, Management & Budget Analyst

### **Statement of Issue:**

This item requests the Board conduct the first of two virtual public hearings as allowed by Executive Order Number 20-179 and required by Florida Statutes for the adoption of the Leon County FY 2020/2021 tentative budget.

### **Fiscal Impact:**

This item has a fiscal impact. If adopted, the Leon County FY 2020/2021 tentative budget is \$280,565,746; which includes the Emergency Medical Services budget of \$23,350,669.

### **Staff Recommendation:**

- Option #1: Adopt, via Resolution, the tentative FY 2020/2021 Countywide millage rate of 8.3144 mills (Attachment #1).
- Option #2: Adopt, via Resolution, the tentative FY 2020/2021 Countywide budget (Attachment #2).
- Option #3: Adopt, via Resolution, the tentative FY 2020/2021 Emergency Medical Services MSTU millage rate of 0.5000 mills (Attachment #3).
- Option #4: Adopt, via Resolution, the tentative FY 2020/2021 Emergency Medical Services MSTU budget (Attachment #4).
- Option #5: Direct staff to advertise, in accordance with Florida Statutes, the tentative millage rates and budgets for FY 2020/2021 and the date, time, and place of the public hearing to adopt the final millage rates and budgets for FY 2020/2021.

## **Report and Discussion**

### **Background:**

This item requests the Board conduct the first of two virtual public hearings as allowed by Executive Order Number 20-179 and required by Florida Statutes for the adoption of the Leon County FY 2020/2021 tentative budget.

Pursuant to Sections 129.03 and 200.065, Florida Statutes, the County Property Appraiser certified to the County Budget Officer the taxable value against which taxes may be levied in the entire County and in each district in the County in which taxes are authorized by law to be levied by the Board. The certification of property values provided this year was \$18,790,832,510 an increase of \$1.165 billion or 6.78% more than the previous year. In preparing the tentative budgets, this certified figure was used as the basis for estimating the millage rates required to be levied.

At its July 14, 2020 meeting, the Board ratified the actions of the July 14 Budget Workshop and adopted the 8.3144 Countywide and 0.5000 Emergency Medical Services Municipal Services Taxing Unit (MSTU) millage rates for the purposes of the statutory Truth-in-Millage (TRIM) public notification process. These rates cannot be increased, only decreased during the public hearing.

On August 4, 2020, the Board advised the County Property Appraiser and the County Tax Collector of its proposed millage rates, its rolled-back rates, and the date, time, and virtual place at which a public hearing would be held to consider the tentative millage rates and the tentative budgets as allowed by Executive Order Number 20-179 and in accordance with Sections 129.03 and 200.065, Florida Statutes. Subsequently, the County Property Appraiser used this information in preparing the notice of proposed property taxes pursuant to Section 200.069, Florida Statutes. These notices were then mailed to all respective property owners in Leon County.

### **Changes to the FY 2020/2021 Tentative Budget**

The tentative budget presented in this item is \$280,565,746. Since the July 14th ratification and adoption of the tentative millage rates, there were two changes that have impacted the tentative budget.

First, the County was informed by the State that the payment to the Florida Department of Juvenile Justice (DJJ) would decrease by \$440,020 or 37% over the amount initially budgeted in the July 14 workshop materials. Chapter 985, Florida Statutes, requires all non-fiscally constrained counties in the State to share in the costs of juvenile detention. These costs are based on the number of days juveniles with a Leon County address are held in state detention facilities. The original projected cost included in the July 14 workshop materials was based on the historic average annual growth in detention costs.

In 2017, the Legislature changed the Juvenile Justice statute that mandated the courts to place adjudicated juveniles in secure detention care until placement in a residential commitment program became available. This change caused a backlog of available beds in juvenile residential facilities – locations where juveniles are moved after being housed at the local detention facility.

Previously, low-risk offenders were released and monitored by the court until such time as a bed became available. This change caused the number of days for Leon County juveniles detained to increase significantly in 2019, thereby increasing the County's share of the annual cost for juvenile detention. In FY 2020, the backlog has now been eliminated, as reflected in the reduced payment amount and budget in FY 2021.

Second, the County was notified of the final employee health insurance premiums for calendar year 2021. The proposed budget had health insurance estimated to increase by 7%. However, final actual rates are 2% over the prior fiscal year. The lower than anticipated increase in the premiums allowed for a reduction in the budget of \$732,720 in employee health care costs.

As part of the Budget Workshop, the FY 2020/2021 contemplated using \$3.01 million in fund balance. After adjusting the tentative budget for the savings from the DJJ payment and the health insurance the use of fund balance is reduced to \$1.84 million.

**Analysis:**

In accordance with Sections 129.03 and 200.065, Florida Statutes, after discussion and public comment regarding the tentative millage rates and budgets, the Board is required to adopt its tentative millage rates prior to adopting its tentative budgets. At its July 14, 2020 meeting, the Board set the County's tentative aggregate millage rate above the rolled-back rate and less than the majority vote maximum millage rate. This allows for the statutory voting threshold of a simple majority vote for adopting the tentative budget.

The proposed FY 2020/2021 County tentative aggregate millage rate of 8.8144 (Countywide – 8.3144 and EMS - 0.5000) was maintained at the same level as the previous year's aggregate millage rate. The proposed aggregate millage rate of 8.8144 is 1.59% more than the rolled-back rate of 8.6768 (the rate the County can levy to collect the same property tax revenue as the prior year).

The second and final public hearing on the FY 2020/2021 budget is scheduled for Tuesday, September 29, 2020 at 6:00 p.m. If the FY 2020/2021 tentative budget is adopted, the hearing to adopt the final millage rates and budgets will be advertised in accordance with TRIM statutory requirements.

***Options #1 through #4 need to be voted on separately and in the order presented. Florida Statutes require the Board to address the millage rates before addressing the associated budgets.***

**Options:**

1. Adopt, via Resolution, the tentative FY 2020/2021 Countywide millage rate of 8.3144 mills (Attachment #1).
2. Adopt, via Resolution, the tentative FY 2020/2021 Countywide budget (Attachment #2).
3. Adopt, via Resolution, the tentative FY 2020/2021 Emergency Medical Services MSTU millage rate of 0.5000 mills (Attachment #3).
4. Adopt, via Resolution, the tentative FY 2020/2021 Emergency Medical Services MSTU budget (Attachment #4).
5. Direct staff to advertise, in accordance with the Florida Statutes, the tentative millage rates and budgets for FY 2020/2021 and the date, time, and place of the public hearing to adopt the final millage rates and budgets for FY 2020/2021.
6. Board direction.

**Recommendation:**

Options #1, #2, #3, #4, and #5

**Attachments:**

1. Resolution adopting tentative FY 2020/2021 Countywide millage rate
2. Resolution adopting tentative FY 2020/2021 Countywide budget
3. Resolution adopting tentative FY 2020/2021 Emergency Medical Services MSTU millage rate
4. Resolution adopting tentative FY 2020/2021 Emergency Medical Services MSTU budget

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 129.03, has received and examined the Fiscal Year 2020/2021 tentative budget; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation with Leon County has been certified by the County Property Appraiser to the Board of County Commissioners as \$18,790,832,510; and

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 200.065, has computed a proposed millage rate necessary to fund the tentative Countywide budget other than the portion of the budget to be funded from sources other than this ad valorem tax; and

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 200.065, has advised the County Property Appraiser of its proposed millage rate, of its rolled-back rate, and of the date, time, and virtual place and method at which a public hearing would be held to consider the proposed millage rate; and

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 200.065, has held a public hearing on September 15, 2020 for the purpose of hearing requests and complaints from the public regarding the proposed tax levies;

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

The Fiscal Year 2020/2021 tentative aggregate millage rate is 8.8144 mills (*County-wide 8.3144 = 3.5164 mills – General Fund; 4.7980 mills – Fine and Forfeiture*) and (0.5000 – *Emergency Medical Services MSTU*), which is above the rolled-back rate of 8.6768 by 1.59%.

Adopted this 15<sup>th</sup> day of September, 2020.

LEON COUNTY, FLORIDA

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

ATTEST:

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

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

APPROVED AS TO FORM:

Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

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

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 129.03, has received and examined the Fiscal Year 2020/2021 tentative budget; and

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 200.065, has advised the County Property Appraiser of its proposed millage rate, of its rolled-back rate, and of the date, time and, virtual place and method at which a public hearing would be held to consider the proposed millage rate; and

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 200.065, has held a public hearing on September 15, 2020 for the purpose of hearing requests and complaints from the public regarding the proposed tax levies; and

WHEREAS, the Board of County Commissioners of Leon County, Florida, set forth the appropriations and revenue estimate, attached hereto as Exhibit A, for the tentative Countywide budget for Fiscal Year 2020/2021 for the amount of \$296,992,085;

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

The Fiscal Year 2020/2021 tentative Countywide budget be adopted by fund as it appears in the attached Exhibit B.

Adopted this 15<sup>th</sup> day of September, 2020.

LEON COUNTY, FLORIDA

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

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

BY: \_\_\_\_\_  
Gwendolyn Marshall, Clerk

APPROVED AS TO FORM:  
Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

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

# EXHIBIT A



**Leon County Fiscal Year 2021 Tentative Budget****Summary of All Funds**

		FY 2019 Actual	FY 2020 Adopted	FY 2021 Requested	FY 2021 Budget	FY 2022 Planned	FY 2023 Planned	FY 2024 Planned	FY 2025 Planned
<b>Millage Rates</b>									
General Countywide		8.3144	8.3144	8.3144	8.3144	8.3144	8.3144	8.3144	8.3144
EMS MSTU		0.500	0.500	0.500	0.500	0.500	0.500	0.500	0.500
<b>General Fund</b>	<b>001</b>	<b>92,261,785</b>	<b>73,390,946</b>	<b>76,197,449</b>	<b>75,952,687</b>	<b>82,325,637</b>	<b>86,921,652</b>	<b>87,866,648</b>	<b>89,381,249</b>
<b>Special Revenue Funds</b>									
Supervisor of Elections	060	4,241,516	5,530,069	4,469,648	4,458,035	4,668,422	4,596,837	5,871,224	6,073,928
Transportation Trust	106	17,535,664	16,817,928	18,534,089	18,454,643	20,131,899	19,328,307	20,169,820	20,044,870
Fine and Forfeiture	110	84,150,086	85,577,353	87,210,909	86,926,775	92,034,519	97,078,390	102,502,629	108,366,357
Probation Services	111	3,141,877	3,464,492	3,477,013	3,525,911	3,709,379	3,752,533	3,840,584	3,931,581
Teen Court	114	67,794	80,749	85,199	84,755	87,198	90,733	92,546	94,414
Drug Abuse Trust	116	42,759	89,040	93,227	93,227	97,609	102,276	107,033	107,033
Judicial Programs	117	248,350	357,134	354,661	353,178	362,320	361,313	369,393	377,112
Building Inspection	120	2,193,238	2,753,841	3,006,849	2,990,954	2,981,354	3,048,289	3,117,728	3,187,690
Dvlpmnt Svcs & Environ. Mgmt.	121	3,935,377	4,234,991	4,205,925	4,181,559	4,513,691	4,630,816	4,750,789	4,873,668
Stormwater Utility	123	5,422,612	5,434,302	5,504,085	5,484,573	5,812,883	5,916,243	6,037,955	6,150,203
SHIP Trust	124	1,003,246	175,000	85,000	85,000	85,000	85,000	85,000	85,000
Grants	125	3,566,369	841,544	883,513	881,222	896,742	910,327	924,284	938,627
Non-Cntywide Gen. Rev.	126	22,024,587	22,386,805	16,890,896	16,890,896	23,210,300	24,399,547	25,127,061	25,887,325
Grants	127	191,594	60,000	60,000	60,000	60,000	60,000	60,000	60,000
9-1-1 Emergency Communications	130	1,120,796	1,265,400	1,297,700	1,297,700	1,337,600	1,377,500	1,418,350	1,462,050
Radio Communication Systems <sup>(1)</sup>	131	4,000	1,646,820	-	-	-	-	-	-
Municipal Services	140	9,239,246	9,650,910	9,422,027	9,422,027	9,685,013	9,967,656	10,258,951	10,559,253
Fire Rescue Services	145	2,721,326	8,458,652	8,975,159	8,975,159	10,674,440	10,774,858	10,876,423	10,979,152
Tourist Development	160	7,063,438	6,450,469	4,520,407	4,520,407	4,653,947	4,972,206	5,457,688	5,991,560
Special Assessment. Paving	162	123,339	128,440	113,770	113,770	102,895	103,019	95,645	95,571
Killearn Lakes Units I and II Sewer	164	228,417	237,500	237,500	237,500	237,500	237,500	237,500	237,500
Bank of America Building	165	1,712,596	2,049,430	1,487,132	1,487,132	1,138,945	1,153,651	1,169,738	1,185,987
Huntington Oaks Plaza	166	89,361	106,991	289,940	289,940	286,140	297,018	304,713	264,813
<b>Subtotal</b>		<b>170,199,635</b>	<b>177,797,860</b>	<b>171,204,649</b>	<b>170,814,363</b>	<b>186,767,796</b>	<b>193,244,019</b>	<b>202,875,054</b>	<b>210,953,694</b>
<b>Debt Service Funds</b>									
Series 2003A & 2003B <sup>(2)</sup>	211	7,076,583	7,076,873	7,076,873	-	-	-	-	-
Series 2014	222	494,101	492,662	3,268,180	3,268,180	3,270,062	3,271,593	3,269,753	3,270,583
Bond Series 2020-Capital Equipment	223	-	-	261,757	261,757	257,731	257,689	257,645	257,601
<b>Subtotal</b>		<b>7,571,030</b>	<b>7,569,535</b>	<b>10,606,810</b>	<b>3,529,937</b>	<b>3,527,793</b>	<b>3,529,282</b>	<b>3,527,398</b>	<b>3,528,184</b>
<b>Capital Project Funds</b>									
Capital Improvements	305	12,526,351	9,859,018	10,009,175	10,009,175	10,089,581	11,242,453	11,224,184	11,531,801
Transportation Improvements	306	3,109,948	3,858,708	3,746,700	3,746,700	4,285,935	3,201,595	3,727,249	3,285,956
Sales Tax	308	88,279	300,000	60,000	60,000	-	-	-	-
Sales Tax - Extension	309	5,677,780	1,206,595	481,573	481,573	-	-	-	-
Series 1999 Construction	318	304	-	-	-	-	-	-	-
9-1-1 Capital Projects	330	-	97,375	57,570	57,570	58,146	58,727	59,314	59,907
Sales Tax - Extension 2020	351	-	3,402,900	3,492,418	3,492,418	3,736,888	3,923,732	4,119,918	4,325,914
Sales Tax - Extension 2020 JPA Agreement	352	-	3,586,830	4,510,550	4,600,850	4,622,630	4,645,060	4,600,000	4,666,949
<b>Subtotal</b>		<b>21,740,784</b>	<b>22,311,426</b>	<b>22,357,986</b>	<b>22,448,286</b>	<b>22,793,180</b>	<b>23,071,567</b>	<b>23,730,665</b>	<b>23,870,527</b>
<b>Enterprise Funds</b>									
Solid Waste	401	17,609,606	11,599,286	15,715,401	15,700,792	15,874,690	16,248,305	16,631,259	17,023,749
<b>Subtotal</b>		<b>17,609,606</b>	<b>11,599,286</b>	<b>15,715,401</b>	<b>15,700,792</b>	<b>15,874,690</b>	<b>16,248,305</b>	<b>16,631,259</b>	<b>17,023,749</b>
<b>Internal Service Funds</b>									
Insurance Service	501	3,677,182	3,803,684	4,092,512	4,092,512	4,133,256	4,174,409	4,215,972	4,257,952
Communications Trust	502	1,054,355	1,357,168	1,368,186	1,368,186	1,381,868	1,395,685	1,409,644	1,423,739
Motor Pool	505	2,950,716	2,903,256	3,091,010	3,085,322	3,115,838	3,140,427	3,164,738	3,188,735
<b>Subtotal</b>		<b>7,682,253</b>	<b>8,064,108</b>	<b>8,551,708</b>	<b>8,546,020</b>	<b>8,630,962</b>	<b>8,710,521</b>	<b>8,790,354</b>	<b>8,870,426</b>
<b>TOTAL</b>		<b>317,065,093</b>	<b>300,733,161</b>	<b>304,634,003</b>	<b>296,992,085</b>	<b>319,920,058</b>	<b>331,725,346</b>	<b>343,421,378</b>	<b>353,627,829</b>
Less Interfund Transfers		43,803,984	47,539,076	39,777,008	39,777,008	50,977,755	52,303,302	54,951,131	55,876,349
<b>NET TOTAL</b>		<b>273,261,109</b>	<b>253,194,085</b>	<b>264,856,995</b>	<b>257,215,077</b>	<b>268,942,303</b>	<b>279,422,044</b>	<b>288,470,247</b>	<b>297,751,480</b>

1) Due to 89% of resources coming from general revenue, these expenses were moved to the General Fund (001).

2) Debt services complete in this fund in FY2020.

# EXHIBIT B

**Leon County Fiscal Year 2021 Tentative Budget****General Fund (001)**

Fund Type: General Fund

The General Fund is the general operating fund of the County established by F.S. 129.02(1). Major revenue sources for the County's General Fund include proceeds from ad valorem and other taxes, charges for services, fees, and other miscellaneous revenues. The General Fund is used to account for financial resources and expenditures of general government (except those required to be accounted for in another fund) such as libraries, management information systems, facilities management, etc.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Ad Valorem - General Fund	311110	52,209,220	55,153,408	66,075,908	62,772,113	66,212,388	68,636,866	70,625,357	71,648,262
Delinquent Taxes	311200	-	280,000	132,105	125,500	125,500	125,500	125,500	125,500
Delinquent Taxes 2004	311204	2	-	-	-	-	-	-	-
Delinquent Taxes 2007	311207	3	-	-	-	-	-	-	-
Delinquent Taxes 2008	311208	121	-	-	-	-	-	-	-
Delinquent Taxes 2009	311209	2	-	-	-	-	-	-	-
Delinquent Taxes - 2010	311210	41	-	-	-	-	-	-	-
Delinquent Taxes 2011	311211	8,250	-	-	-	-	-	-	-
Delinquent Taxes 2012	311212	7,951	-	-	-	-	-	-	-
Delinquent Taxes 2013	311213	7,705	-	-	-	-	-	-	-
Delinquent Taxes - 2014	311214	11,927	-	-	-	-	-	-	-
Delinquent Taxes-2015	311215	(12,625)	-	-	-	-	-	-	-
Delinquent Taxes-2016	311216	8,658	-	-	-	-	-	-	-
Delinquent Taxes-2017	311217	80,696	-	-	-	-	-	-	-
Delinquent Taxes 1997	311297	48,491	-	-	-	-	-	-	-
Tourist Development (4 Cents)	312100	59,280	45,336	35,833	34,041	34,723	35,417	36,126	36,849
Tourist Development (1 Cent)	312110	8,243	11,334	8,958	8,510	8,680	8,854	9,031	9,211
Process Server Fees	329300	-	9,500	10,000	9,500	9,500	9,500	9,500	9,500
Irma FEMA Reimbursement	331321	1,280,728	-	-	-	-	-	-	-
Hurricane Michael Reimbursement	332322	20,689,056	-	-	-	-	-	-	-
Federal Payments in Lieu of Taxes	333000	234,719	266,000	248,947	236,500	243,600	250,900	258,400	266,200
State Library Aid	334710	150,760	143,222	156,627	148,796	150,283	151,786	153,304	154,838
COT Reimbursement for PSC	337220	1,981,274	940,137	989,537	989,537	989,537	989,537	989,537	989,537
GIS	337300	1,428,682	1,513,419	1,572,240	1,572,240	1,572,240	1,572,240	1,572,240	1,572,240
Blueprint 2000 Reimbursement	337402	806,891	201,804	514,585	514,585	532,184	550,491	569,538	589,358
Payments In Lieu Of Taxes	339100	23,578	-	-	-	-	-	-	-
\$2.00 IT Added Court Cost FS 28.24(12)	341160	314,302	320,435	332,600	315,970	312,835	309,700	306,565	303,525
Zoning Fees	341200	4,750	12,350	13,000	12,350	12,350	12,350	12,350	12,350
Hand Foggging Fees	342950	375	1,235	775	736	744	751	759	767
Medical Examiner Facility Use Fee	343800	-	250,000	175,000	166,250	169,575	172,967	176,425	179,954
Parking Facilities	344500	134,303	139,650	145,000	137,750	137,750	137,750	137,750	137,750
Library Parking	344510	23,198	40,945	30,000	28,500	30,400	31,350	33,250	35,150
Library Fees	347100	102,757	93,100	71,000	67,450	64,600	61,750	57,950	55,100
Library Printing	347101	8,867	6,840	9,000	8,550	8,645	8,740	8,835	8,930
FS 29.0085 Court Facilities	348930	589,402	595,650	674,000	640,300	646,950	653,600	660,250	666,900
Civil Fee - Circuit Court	349200	92	-	-	-	-	-	-	-
GAL / Circuit-wide Reimbursement	349501	16,120	36,894	43,197	41,037	41,858	42,695	43,549	44,420
Radio Communications Program	351600	-	-	201,020	190,969	196,698	202,600	208,678	214,938
Interest Income - Investment	361110	399,136	98,065	100,000	100,000	101,000	102,010	103,030	104,060
Pool Interest Allocation	361111	486,515	949,050	512,800	487,160	492,032	496,952	501,921	506,940
Net Incr(decr) In Fmv Of Investment	361300	270,742	-	-	-	-	-	-	-
Rents And Royalties	362000	1	4,750	5,000	4,750	4,750	4,750	4,750	4,750
Gain (loss) On Sale Land	364300	52,977	-	-	-	-	-	-	-
Other Scrap Or Surplus	365900	152,422	190,000	86,738	82,401	84,873	87,419	90,042	92,743
Refund Of Prior Year Expenses	369300	69,465	-	-	-	-	-	-	-
Lawsuit Settlements	369350	53	-	-	-	-	-	-	-

## Leon County Fiscal Year 2021 Tentative Budget

## General Fund (001)

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Other Miscellaneous Revenue	369900	433,034	212,227	121,053	115,000	115,000	115,000	115,000	115,000
Volunteer Certificate Training Fees	369930	-	1,378	-	-	-	-	-	-
Transfer From Fund 106	381106	97,135	106,340	104,395	104,395	105,439	106,493	107,558	108,634
Transfer From Fund 126	381126	7,795,529	9,154,601	4,047,066	4,047,066	7,273,461	9,385,831	9,289,093	10,217,479
Transfer From Fund 140	381140	103,125	116,025	119,695	119,695	119,695	119,695	119,695	119,695
Transfer From Fund 145	381145	1,965	1,645	2,670	2,670	2,723	2,777	2,833	2,890
Transfer From Fund 160	381160	12,270	-	-	-	-	-	-	-
Transfer From Fund 162	381162	121,040	122,940	108,270	108,270	97,395	97,519	90,145	90,071
Transfer From Fund 165	381165	255,695	283,340	283,040	283,040	288,701	294,475	300,365	306,372
Transfer from Fund 166	381166	-	-	123,460	123,460	125,929	128,448	131,017	133,637
Transfer From Fund 401	381401	82,435	85,210	65,670	65,670	66,983	68,323	69,689	71,083
Pensacola Care Lease	383001	146,616	146,616	146,616	146,616	146,616	146,616	146,616	146,616
Clerk Excess Fees	386100	206,864	-	-	-	-	-	-	-
Property Appraiser	386600	93,056	-	-	-	-	-	-	-
Tax Collector	386700	818,161	300,000	300,000	300,000	300,000	300,000	300,000	300,000
Aviation Insurance	396300	37,965	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	1,557,500	1,841,310	1,841,310	1,500,000	1,500,000	500,000	-
<b>Total Revenues</b>		<b>91,864,019</b>	<b>73,390,946</b>	<b>79,407,115</b>	<b>75,952,687</b>	<b>82,325,637</b>	<b>86,921,652</b>	<b>87,866,648</b>	<b>89,381,249</b>
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
County Commission	100-511	1,778,844	1,767,755	1,809,517	1,798,931	1,833,281	1,857,702	1,882,814	1,908,632
Commissioner Office Budget	101-511	14,752	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commissioner Office Budget	102-511	2,793	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commissioner Office Budget	103-511	11,685	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commissioner Office Budget	104-511	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commissioner Office Budget	105-511	11,611	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commissioner Office Budget	106-511	4,045	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commissioner Office Budget	107-511	11,380	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Commissioners' Account	108-511	21,115	25,175	24,845	24,845	24,845	24,845	24,845	24,845
County Administration	110-512	1,169,902	1,199,472	1,240,887	1,238,043	1,286,626	1,320,867	1,356,116	1,392,413
Volunteer Services	113-513	198,287	216,339	189,963	188,225	194,453	196,960	199,537	202,182
PLACE - Economic Development	114-512	339,096	77,000	-	-	-	-	-	-
Strategic Initiatives	115-513	811,126	831,822	811,833	808,279	836,399	852,728	869,534	886,832
Community and Media Relations	116-513	663,968	779,612	756,843	753,526	774,789	787,232	800,042	813,217
County Attorney	120-514	1,916,538	2,121,437	2,017,609	2,011,946	2,101,226	2,141,437	2,182,837	2,225,291
Office of Sustainability	127-513	273,224	322,550	331,758	331,364	320,294	345,713	331,293	357,038
Office of Management & Budget	130-513	725,661	818,657	796,336	792,071	854,803	873,109	891,738	910,910
Clerk - Finance Administration	132-586	1,764,750	1,845,539	1,952,621	1,941,920	2,000,499	2,060,835	2,122,981	2,122,981
Procurement	140-513	402,760	486,240	470,745	468,612	532,336	545,666	559,377	573,493
Warehouse	141-513	118,305	117,491	117,921	117,131	120,934	124,034	127,224	130,506
Facilities Management	150-519	7,189,567	7,968,521	7,978,003	7,952,478	8,378,923	8,514,589	8,636,568	8,760,628
Facilities - Detention Center	152-519	-	2,695,308	2,450,008	2,443,688	2,519,126	2,590,276	2,663,548	2,738,990
Real Estate Management	156-519	250,087	355,111	345,831	344,646	350,172	353,985	357,905	361,941
Human Resources	160-513	1,376,226	1,509,093	1,534,619	1,526,508	1,579,567	1,614,932	1,651,262	1,688,684
Management Information Services	171-513	6,785,180	6,922,449	7,243,864	7,221,563	7,659,708	7,805,682	7,900,627	8,043,437
Health Department	190-562	296,681	237,345	237,345	237,345	237,345	237,345	237,345	237,345
Mosquito Control	216-562	698,500	851,209	810,585	807,504	855,044	870,127	885,639	901,409
Lib - Policy, Planning, & Operations	240-571	887,444	909,660	664,613	1,077,088	1,110,832	1,132,411	1,154,608	1,177,447
Library Public Services	241-571	4,340,237	4,661,631	4,314,653	5,521,086	5,688,178	5,815,389	5,945,723	6,079,823
Library Collection Services	242-571	1,510,521	1,643,829	1,661,446	-	-	-	-	-
Summer Youth Employment	278-551	39,965	40,666	40,727	40,727	40,727	40,727	40,727	40,727
Cooperative Extension	361-537	370,686	429,723	442,331	442,331	455,478	469,019	482,966	497,332
Medical Examiner	370-527	786,524	540,441	717,875	717,875	699,229	710,810	710,810	710,810

## Leon County Fiscal Year 2021 Tentative Budget

## General Fund (001)

Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Tubercular Care & Child Protection Exams	370-562	35,250	61,000	61,000	61,000	61,000	61,000	61,000	61,000
Baker Act & Marchman Act	370-563	638,156	638,156	638,156	638,156	638,156	638,156	638,156	638,156
Medicaid & Indigent Burials	370-564	3,170,246	3,335,672	3,514,803	3,514,803	3,668,485	3,776,008	3,886,756	4,000,827
CHSP & Emergency Assistance	370-569	1,687,159	1,480,524	1,692,370	1,691,580	1,723,597	1,723,941	1,724,293	1,724,652
Housing Services	371-519	5,970	-	-	-	-	-	-	-
Housing Services	371-569	597,160	585,596	606,100	601,674	624,257	636,649	649,401	662,522
Veteran Services	390-553	303,679	371,598	305,873	303,977	316,334	322,017	327,861	333,872
Blueprint 2000	403-515	621,673	436,719	582,164	578,609	598,369	615,038	632,197	649,854
Public Safety Complex Facilities	410-529	1,506,165	1,606,491	1,669,624	1,667,435	1,773,249	1,801,142	1,813,897	1,827,027
Public Safety Complex Technology	411-529	198,345	268,924	263,255	261,912	269,462	272,392	275,406	278,504
Geographic Info. Systems	421-539	2,062,800	2,103,224	2,108,731	2,099,120	2,180,789	2,225,044	2,270,588	2,317,452
MIS Automation - General Fund	470-519	251,492	-	305,320	305,320	305,320	305,320	305,320	305,320
General Fund - Risk	495-519	440,641	531,640	542,580	542,580	544,766	546,974	549,204	551,456
Indirect Costs - General Fund	499-519	(6,679,198)	(7,144,000)	(7,326,000)	(7,326,000)	(7,550,000)	(7,784,000)	(8,025,000)	(8,269,000)
Property Appraiser	512-586	5,080,216	5,059,837	5,245,309	5,215,123	5,350,215	5,457,219	5,566,363	5,677,690
Tax Collector	513-586	4,902,959	5,077,511	5,462,992	5,462,992	5,570,252	5,680,751	5,814,131	5,814,131
Radio Communication Systems (800 MHZ)	529-519	1,483,492	1,641,820	1,686,950	1,686,950	1,727,545	1,768,731	1,811,023	1,854,451
Court Administration	540-601	201,628	206,609	220,174	218,204	225,318	229,299	233,395	237,603
Court Information Systems	540-713	10,724	11,815	12,160	12,160	12,160	12,160	12,160	12,160
Guardian Ad Litem	547-685	17,419	20,710	21,882	21,882	21,882	21,882	21,882	21,882
GAL Information Systems	547-713	2,770	2,715	2,395	2,395	2,395	2,395	2,395	2,395
Planning Department	817-515	1,075,138	1,145,289	1,082,779	1,082,305	1,105,372	1,128,448	1,132,183	1,136,027
Non-Operating General Fund	820-519	958,818	1,001,388	1,041,436	1,041,436	1,044,408	1,044,408	1,044,408	1,044,408
Tax Deed Applications	831-513	4,877	45,000	45,000	45,000	45,000	45,000	45,000	45,000
Line Item - Detention/Correction	888-523	247,759	247,759	247,759	247,759	247,759	247,759	247,759	247,759
Line Item - Human Service Agencies	888-569	158,416	100,000	100,000	100,000	100,000	100,000	100,000	100,000
COCA Contract	888-573	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
Transfers	950-581	11,296,959	14,518,940	11,321,341	11,289,013	15,350,237	18,536,768	19,809,266	20,336,185
Primary Health Care	971-562	1,784,849	1,828,022	1,825,007	1,824,059	1,677,544	1,679,823	1,682,168	1,684,576
CRA-Payment	972-559	2,287,408	2,733,540	3,518,010	3,518,010	3,799,451	4,103,407	2,781,869	2,860,926
Budgeted Reserves - General Fund	990-599	22,974,857	200,000	200,000	200,000	200,000	200,000	200,000	200,000

**Leon County Fiscal Year 2021 Tentative Budget****General Fund (001)**

<b>Total Appropriations</b>	92,261,785	77,728,074	76,197,449	75,952,687	82,325,637	86,921,652	87,866,648	89,381,249
<b>Revenues Less Appropriations</b>	(397,765)	(4,337,128)	3,209,666	-	-	-	-	-

**Notes:**

Leon County's budget is balanced without increasing the current 8.3144 millage rate. For FY 2021 property values increased by 6.78%, providing an additional \$9.2 million in property tax revenue. However, due to the onset of the COVID-19 pandemic, the County's other sources of general revenues have declined. The increase in property taxes offsets the \$7.4 million in lost revenue from state shared sales tax revenue, gas taxes and interest earnings.

For FY 2021, the total general revenue transfer to capital is \$5.12 million, a \$2.32 million decrease from the \$7.4 million transferred in FY 2020. The General Fund (Fund 001) portion of the transfer to the capital projects (Fund 305) decreased by \$1.6 million from \$5.1 million in FY 2020 to \$3.49 million in FY 2021. In addition, the Board appropriated \$1.84 million in fund balance, an increase of \$283,810 from FY 2020. The use of this fund balance still leaves the general fund reserves within policy limits. Out years from FY 2022 to FY 2025 show a declining use of fund balance.

In addition to the revenue decline, several budget balancing strategies were implemented to reduce operating costs that directly impact the General Fund. The Library RFID and Collection Services program implementation will generate a reoccurring budget savings of \$350,000 which includes the elimination of 12.5 positions. In addition, the County deferred the maintenance of carpet and paint in County facilities saving \$229,980. Other cost savings measures impacting the General Fund and other County funds include a 6-month hiring freeze and a non-essential training and travel freeze.

**Leon County Fiscal Year 2021 Tentative Budget****Supervisor of Elections (060)**

Fund Type: General Fund

The Supervisor of Elections Fund is a general fund established as part of the FY 2002 budget process. The Supervisor of Elections requested their appropriation be established in a separate fund to provide discrete accounting of their budget. The revenue is transferred from the General Fund. At the conclusion of the fiscal year, any funds available in the Supervisor of Elections fund are returned to the General Fund as excess fees.

<b>Revenue Sources</b>	<b>Acct #</b>	<b>Actual FY 2019</b>	<b>Adopted FY 2020</b>	<b>Requested FY 2021</b>	<b>Budget FY 2021</b>	<b>Planned FY 2022</b>	<b>Planned FY 2023</b>	<b>Planned FY 2024</b>	<b>Planned FY 2025</b>
Supervisor Of Elections	341550	91,249	-	-	-	-	-	-	-
Transfer From Fund 001	381001	4,150,267	5,530,069	4,458,035	4,458,035	4,668,422	4,596,837	5,871,224	6,073,928
<b>Total Revenues</b>		<b>4,241,516</b>	<b>5,530,069</b>	<b>4,458,035</b>	<b>4,458,035</b>	<b>4,668,422</b>	<b>4,596,837</b>	<b>5,871,224</b>	<b>6,073,928</b>
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	<b>Actual FY 2019</b>	<b>Adopted FY 2020</b>	<b>Requested FY 2021</b>	<b>Budget FY 2021</b>	<b>Planned FY 2022</b>	<b>Planned FY 2023</b>	<b>Planned FY 2024</b>	<b>Planned FY 2025</b>
MIS Automation-SOE	470-513	15,381	28,094	27,755	27,755	27,755	27,755	27,755	27,755
Supervisor of Elections - Risk	495-513	16,687	16,687	16,677	16,677	16,765	16,853	16,942	17,032
Voter Registration	520-513	2,652,142	2,858,320	3,027,543	3,015,930	3,068,061	3,157,668	3,211,791	3,280,595
Elections	520-586	175,256	-	-	-	-	-	-	-
Elections	521-513	1,230,714	2,626,968	1,397,673	1,397,673	1,555,841	1,394,561	2,614,736	2,748,546
Elections	521-586	75,110	-	-	-	-	-	-	-
Special Elections	522-513	71,739	-	-	-	-	-	-	-
Transfers	950-581	4,488	-	-	-	-	-	-	-
<b>Total Appropriations</b>		<b>4,241,516</b>	<b>5,530,069</b>	<b>4,469,648</b>	<b>4,458,035</b>	<b>4,668,422</b>	<b>4,596,837</b>	<b>5,871,224</b>	<b>6,073,928</b>
<b>Revenues Less Appropriations</b>		<b>-</b>	<b>-</b>	<b>(11,613)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

## Notes:

The Supervisor of Elections budget varies year to year depending on the election cycles. Funding for the Supervisor of Elections increases for Presidential Primary elections cycles and decreases in off year election cycles. The upcoming FY 2021 cycle is a general and non-Presidential Preference Primary election. The FY 2021 Supervisor of Elections budget reflects a total decrease of \$1.06 million over FY 2020.

**Leon County Fiscal Year 2021 Tentative Budget****Transportation Trust (106)**

Fund Type: Special Revenue

The Transportation Trust Fund is a special revenue fund established by F.S. 129.02(2). Major revenue sources for the Transportation Trust Fund include proceeds from local and state gas taxes. Leon County imposes a total of twelve cents in gas taxes. The County Ninth-Cent, Local Option and Second Local Option are local county taxes. Of those, the Local Option and Second Local Option revenues are split 50/50 with the City of Tallahassee. The 20% Surplus, 5th & 6th Cent and Gas Tax Pour-Over Trust are State gas tax revenues. The fund is used to account for resources dedicated and expenditures restricted to the maintenance/construction of roads and bridges.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
County Ninth-Cent Voted Fuel Tax	312300	1,498,387	1,494,540	1,490,431	1,415,909	1,557,499	1,580,862	1,604,575	1,628,643
Local Option Gas Tax	312410	3,888,781	3,851,965	3,917,956	3,722,058	4,094,264	4,155,678	4,218,013	4,281,283
2nd Local Option Gas Tax	312420	3,100,482	3,046,175	3,104,762	2,949,524	2,993,767	3,038,674	3,084,254	3,130,518
Federal Payments in Lieu of Taxes	333000	50,361	34,485	36,422	34,601	34,601	34,601	34,601	34,601
20% Surplus Gas Tax	335420	613,897	610,280	617,661	586,778	595,580	604,454	613,520	622,723
5th & 6th Cent Gas Tax	335430	2,455,586	2,439,600	2,470,642	2,347,110	2,382,317	2,418,290	2,454,080	2,490,891
Gas Tax Pour-Over Trust	335440	1,330,123	1,332,095	1,362,844	1,294,702	1,320,725	1,347,668	1,374,622	1,401,564
Other Transportation	335490	49,969	88,255	78,500	74,575	75,335	76,095	76,855	77,615
Service Area App Fees	343651	5,040	2,242	2,360	2,242	2,266	2,290	2,309	2,332
FDOT NPDES Reimbursement	343901	-	36,000	36,000	36,000	36,000	36,000	36,000	36,000
DOT-Reimbursement Route 27	343913	1,422	-	-	-	-	-	-	-
DOT Reimbursement-Landscape	343917	38,174	34,863	70,772	70,772	70,772	71,834	71,834	71,834
Grading Fee Public Works	343920	48,593	41,610	44,200	41,990	42,370	42,845	43,225	43,700
Parking Facilities	344500	20	-	-	-	-	-	-	-
FDOT Street Lighting Reimbursement	344909	-	-	64,245	64,245	64,245	64,245	64,245	64,245
Traffic Signs	344910	-	342	360	342	342	342	342	342
Subdivision Fees	344911	10,749	3,230	5,300	5,035	5,320	5,320	5,320	5,320
R-O-W Placement Fees	344913	57,388	54,910	64,700	61,465	61,465	61,465	61,465	61,465
Signal Maintenance - State Reimb	344914	236,187	196,188	163,204	163,204	168,100	173,143	178,337	183,687
Pool Interest Allocation	361111	96,730	91,390	54,500	51,775	52,293	52,815	53,343	53,877
Interest Income - Other	361120	3,370	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	78,652	-	-	-	-	-	-	-
Equipment Buyback	364100	333,873	-	-	-	-	-	-	-
Other Scrap Or Surplus	365900	-	-	84,500	80,275	185,250	192,850	110,200	95,000
Refund Of Prior Year Expenses	369300	26,217	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	206	-	-	-	-	-	-	-
Transfer From Fund 123	381123	1,554,375	1,557,055	1,628,430	1,628,430	1,670,610	1,714,510	1,760,190	1,754,855
Transfer From Fund 126	381126	3,313,883	1,902,703	3,823,611	3,823,611	4,718,778	3,654,326	4,322,490	4,004,375
Gas And Oil Sales	395100	1,081	-	-	-	-	-	-	-
<b>Total Revenues</b>		<b>18,793,547</b>	<b>16,817,928</b>	<b>19,121,400</b>	<b>18,454,643</b>	<b>20,131,899</b>	<b>19,328,307</b>	<b>20,169,820</b>	<b>20,044,870</b>

Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Support Services	400-541	629,150	605,428	629,228	627,095	645,110	658,720	672,728	687,146
Engineering Services	414-541	3,508,986	3,976,392	3,978,604	3,958,223	4,212,296	4,311,089	4,412,787	4,517,435
Transportation Maintenance	431-541	4,414,766	4,674,502	4,732,356	4,699,676	4,966,063	5,028,331	5,118,992	5,208,532
Right-Of-Way Management	432-541	2,866,855	2,972,786	2,963,599	2,939,347	3,132,254	3,180,676	3,230,496	3,276,544
MIS Automation - Transportation Trust	470-541	20,155	-	21,390	21,390	21,390	21,390	21,390	21,390
Transportation Trust - Risk	495-541	71,772	71,772	73,817	73,817	74,412	75,013	75,620	76,233
Indirect Costs - Transportation Trust	499-541	1,782,000	1,842,000	1,824,000	1,824,000	1,879,000	1,935,000	1,993,000	2,053,000
Transfers	950-581	4,241,980	2,665,048	4,301,095	4,301,095	5,191,374	4,108,088	4,634,807	4,194,590



**Leon County Fiscal Year 2021 Tentative Budget****Transportation Trust (106)**

<b>Appropriations by Department/Division</b>	<b>Acct #</b>	<b>Actual FY 2019</b>	<b>Adopted FY 2020</b>	<b>Requested FY 2021</b>	<b>Budget FY 2021</b>	<b>Planned FY 2022</b>	<b>Planned FY 2023</b>	<b>Planned FY 2024</b>	<b>Planned FY 2025</b>
Budgeted Reserves - Transport. Trust	990-599	-	10,000	10,000	10,000	10,000	10,000	10,000	10,000
<b>Total Appropriations</b>		17,535,664	16,817,928	18,534,089	18,454,643	20,131,899	19,328,307	20,169,820	20,044,870
<b>Revenues Less Appropriations</b>		1,257,883	-	587,311	-	-	-	-	-

**Notes:**

FY 2021 reflects an increase in transfers to the Transportation Capital Fund generated from FY 2020 project deferred savings including the Stormwater Infrastructure Preventative Maintenance, the Sidewalk Program and Baum Road Drainage Improvements in both FY 2020 and FY 2021. This was done as part of the budget balancing strategies for FY 2021 to support critical capital projects including Maylor Road Stormwater Improvements.

Previously, during the FY 2019 budget, gas tax funding that was traditionally split 50/50 for sidewalk projects and general transportation maintenance was to be reallocated for two years to fix chronic flooding problems on county roads in FY 2020 and FY 2021. However, due to the Coronavirus and subsequent budget balancing strategies for FY 2021, sidewalk funding was suspended, and transportation and stormwater funding were reduced. While allocated sidewalk funding has been reduced for FY 2021, the sidewalk program still has \$1.25 million allocated in the Sales Tax Extension Fund (352) for FY 2021.

**Leon County Fiscal Year 2021 Tentative Budget****Fine and Forfeiture (110)**

Fund Type: Special Revenue

The Fine and Forfeiture Fund is a special revenue fund established by F.S. 129.02(3) and F.S. 142.01. Major revenue sources for the County Fine and Forfeiture Fund include proceeds from ad valorem taxes and other miscellaneous revenues. The fund is used to account for revenues collected in support of and expenditures dedicated to criminal prosecution, court operations, and operations of the Sheriff's Department.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Ad Valorem - Fine/Fore. Fund	311120	80,730,431	84,065,518	90,158,589	85,650,660	90,744,695	95,775,677	101,185,757	107,035,292
Child Support Enforcement	331240	21,820	21,470	20,600	19,570	20,140	20,710	21,375	22,040
Title IV - Child Support Enforcement	331691	-	3,800	-	-	-	-	-	-
Sheriff Fees-Warrants, Fingerprints, Records	341520	318,836	303,050	332,300	315,685	318,820	321,955	325,185	328,415
Sheriff Fee-Public Records	341521	-	40,000	30,000	30,000	30,300	30,603	30,909	31,218
Sheriff Wrecker Services	341525	87,084	60,325	65,500	62,225	62,890	63,555	64,125	64,790
Room And Board - Prisoners	342300	435,988	478,610	449,300	426,835	431,110	435,385	439,755	444,125
Court Fines	351120	33,717	33,250	39,500	37,525	38,190	38,950	39,805	40,565
Crime Prevention (fs 775.083 (2))	351150	60,665	74,100	73,000	69,350	70,300	70,300	71,250	72,200
Violations of Local Ordinances	354150	25	-	-	-	-	-	-	-
Pool Interest Allocation	361111	331,591	326,230	231,500	219,925	222,124	224,345	226,589	228,855
Net Incr(decr) In Fmv Of Investment	361300	33,769	-	-	-	-	-	-	-
Sheriff F.S. 125.315	361330	46,214	171,000	100,000	95,000	95,950	96,910	97,879	98,857
Sheriff Excess Fees	386400	137,485	-	-	-	-	-	-	-
<b>Total Revenues</b>		<b>82,237,624</b>	<b>85,577,353</b>	<b>91,500,289</b>	<b>86,926,775</b>	<b>92,034,519</b>	<b>97,078,390</b>	<b>102,502,629</b>	<b>108,366,357</b>
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
MIS Automation - State Attorney	470-602	44,595	30,542	31,900	31,900	31,900	31,900	31,900	31,900
MIS Automation - Public Defender	470-603	23,200	50,573	50,960	50,960	50,960	50,960	50,960	50,960
Fine & Forfeiture - Risk	495-689	232,956	232,957	248,127	248,127	249,095	250,073	251,061	252,059
Consolidated Dispatch Agency (CDA)	507-529	2,589,974	2,896,461	3,165,150	3,165,150	3,323,407	3,489,577	3,664,056	3,847,259
Diversionsary Programs	508-569	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Law Enforcement	510-586	42,149,348	40,911,420	44,410,582	44,257,465	47,115,834	49,885,216	52,866,824	56,106,805
Corrections	511-586	36,860,530	36,134,445	37,093,306	36,962,289	39,009,278	41,072,241	43,293,777	45,686,409
State Attorney	532-602	84,274	118,600	118,600	118,600	118,600	118,600	118,600	118,600
State Attorney	532-713	14,700	13,520	12,350	12,350	12,350	12,350	12,350	12,350
Public Defender	533-603	118,165	118,525	118,525	118,525	118,525	118,525	118,525	118,525
Public Defender	533-713	17,865	16,455	23,220	23,220	23,220	23,220	23,220	23,220
Clerk - Article V Expenses	537-614	420,627	420,865	395,908	395,908	403,826	411,903	420,141	428,544
Legal Aid	555-715	257,500	259,914	257,500	257,500	257,500	257,500	257,500	257,500
Juvenile Detention Payment - State	620-689	1,187,151	1,567,768	1,174,781	1,174,781	1,210,024	1,246,325	1,283,715	1,322,226
Transfers	950-581	49,200	-	-	-	-	-	-	-
Budgeted Reserves - Fine and Forfeiture	990-599	-	10,000	10,000	10,000	10,000	10,000	10,000	10,000
<b>Total Appropriations</b>		<b>84,150,086</b>	<b>82,882,045</b>	<b>87,210,909</b>	<b>86,926,775</b>	<b>92,034,519</b>	<b>97,078,390</b>	<b>102,502,629</b>	<b>108,366,357</b>
<b>Revenues Less Appropriations</b>		<b>(1,912,462)</b>	<b>2,695,308</b>	<b>4,289,380</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

The County maintained county-wide millage rate of 8.3144 for FY 2021. Additional information regarding this levy and the need to appropriate fund balance for recurring operating expenditures is located on the general fund page. The overall increase to the Sheriff's budget is 5.8% or \$4.45 million. Additional increases include personnel costs for a total of 2 new positions, a Training and Wellness Specialist and an IT Analyst.

In addition, the FY 2021 budget also recommends the transfer of maintenance of the detention center from the Sheriff's Office to the County's division of Facilities Management.

**Leon County Fiscal Year 2021 Tentative Budget****Probation Services (111)**

Fund Type: Special Revenue

The Probation Services Fund is a special revenue fund established in support of the administration of County Probation programs. Major revenue sources for the Probation Services Fund include fees related to pre-trial costs, other probation related services, and a transfer from the General Fund. The fund is used to account for resources and expenditures related to the alternative Community Service Work Program, the Pre-trial Release Program, urinalysis testing fees and other County Probation programs and services.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Sheriff GPS Program	337281	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
County Court Probation Fees	349120	222,136	238,450	207,000	196,650	192,068	190,243	188,417	186,590
Community Service Fees	349122	69,415	88,350	66,000	62,700	63,665	64,633	64,633	65,597
Probation-no Show Fees	349125	8,310	11,685	4,600	4,370	4,370	4,292	4,292	4,214
Pre-trial Fees	349130	67,611	54,150	85,600	81,320	82,987	84,655	86,323	88,084
SCRAM Unit User Fees	349135	23,579	38,380	37,800	35,910	36,298	36,682	36,972	37,357
Alternative Community Service Fees	349140	21,810	27,455	15,200	14,440	14,026	13,861	13,777	13,612
UA Testing Fees	349147	150,725	135,850	152,000	144,400	143,361	142,314	140,222	139,170
Alcohol Testing Fees	349148	49,515	54,150	40,100	38,095	36,270	34,446	32,741	31,038
Pool Interest Allocation	361111	21,359	19,380	9,300	8,835	8,923	9,013	9,103	9,194
Net Incr(decr) In Fmv Of Investment	361300	14,301	-	-	-	-	-	-	-
Transfer From Fund 001	381001	2,039,191	2,396,642	2,539,191	2,539,191	2,985,411	3,072,394	3,164,104	3,256,725
Appropriated Fund Balance	399900	-	300,000	300,000	300,000	42,000	-	-	-
<b>Total Revenues</b>		<b>2,787,952</b>	<b>3,464,492</b>	<b>3,556,791</b>	<b>3,525,911</b>	<b>3,709,379</b>	<b>3,752,533</b>	<b>3,840,584</b>	<b>3,931,581</b>
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
MIS Automation - Probation Services	470-523	12,236	-	15,090	15,090	15,090	15,090	15,090	15,090
Probation Services - Risk	495-523	20,829	20,829	25,076	25,076	25,303	25,532	25,763	25,996
Indirect Costs - Probation Services	499-523	625,000	630,000	630,000	630,000	649,000	668,000	688,000	709,000
County Probation	542-523	1,083,693	1,243,195	1,239,115	1,227,925	1,350,650	1,342,325	1,376,973	1,412,608
Pretrial Release	544-523	1,239,555	1,400,119	1,461,051	1,451,921	1,488,747	1,517,229	1,546,520	1,576,656
Drug & Alcohol Testing	599-523	160,564	170,349	176,294	175,899	180,589	184,357	188,238	192,231
<b>Total Appropriations</b>		<b>3,141,877</b>	<b>3,464,492</b>	<b>3,546,626</b>	<b>3,525,911</b>	<b>3,709,379</b>	<b>3,752,533</b>	<b>3,840,584</b>	<b>3,931,581</b>
<b>Revenues Less Appropriations</b>		<b>(353,925)</b>	<b>-</b>	<b>10,165</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

For FY 2021, the budget includes a \$2.53 million general revenue subsidy to the Probation Services fund. FY 2021 also includes the appropriation of \$300,000 in fund balance. The revenue for the fund also reflects additional resources provided by the Sheriff in the amount of \$100,000 available from the Inmate Trust Fund. This funding will assist in offsetting the cost of the GPS Monitoring Program. The general revenue subsidy is anticipated to increase to \$3.2 million in FY 2025 due a continuing decline in program revenues, and a depletion of accumulated fund balance in FY 2022.

**Leon County Fiscal Year 2021 Tentative Budget****Teen Court (114)**

Fund Type: Special Revenue

Effective July 1, 2005, the Board of County Commissioners authorized a \$3 fee be imposed for certain Court proceedings; the revenue will be used to support the Teen Court program.

<b>Revenue Sources</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Mediation Fees	349310	16	-	-	-	-	-	-	-
Teen Court Fees	351500	59,451	80,749	89,216	84,755	83,984	83,085	82,313	81,416
<b>Total Revenues</b>		59,467	80,749	89,216	84,755	83,984	83,085	82,313	81,416
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Teen Court - Risk	495-662	1,650	1,650	1,333	1,333	1,343	1,353	1,363	1,374
Indirect Costs - Teen Court	499-662	8,000	8,000	10,000	10,000	10,000	11,000	11,000	11,000
Court Administration - Teen Court	586-662	58,144	71,099	73,866	73,422	75,855	78,380	80,183	82,040
<b>Total Appropriations</b>		67,794	80,749	85,199	84,755	87,198	90,733	92,546	94,414
<b>Revenues Less Appropriations</b>		(8,327)	-	4,017	-	(3,214)	(7,648)	(10,233)	(12,998)

## Notes:

FY 2021, estimated revenues are anticipated to meet program costs. However, out-year revenue projections show a continued decrease in the \$3.00 fee revenue collected from traffic citations. A continued decline in revenue will require the program to implement additional costs reductions or shifting of costs to other sources of court funding.

**Leon County Fiscal Year 2021 Tentative Budget****Drug Abuse Trust (116)**

Fund Type: Special Revenue

The Drug Abuse Trust Fund is a special revenue fund established as the repository for the collection of court costs from felony fines. Funding is used to support drug intervention programs.

<b>Revenue Sources</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
County Alcohol Tf (fs 938.13)	348125	6,484	8,100	10,795	10,255	10,483	10,820	11,080	11,364
Felony Drug Intervention	348241	57,713	80,750	87,239	82,877	87,030	91,359	95,855	95,562
Pool Interest Allocation	361111	367	190	100	95	96	97	98	107
<b>Total Revenues</b>		64,564	89,040	98,134	93,227	97,609	102,276	107,033	107,033
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Drug Abuse	800-562	42,759	80,750	84,835	84,835	89,015	93,480	98,135	98,135
Budgeted Reserves - Drug Court	990-599	-	8,290	8,392	8,392	8,594	8,796	8,898	8,898
<b>Total Appropriations</b>		42,759	89,040	93,227	93,227	97,609	102,276	107,033	107,033
<b>Revenues Less Appropriations</b>		21,804	-	4,907	-	-	-	-	-

Notes:

The FY 2021 Drug Court revenues are estimated to be slightly higher from the previous year. The out years reflect a nominal increase in projected revenues for the program.

**Leon County Fiscal Year 2021 Tentative Budget****Judicial Programs (117)**

Fund Type: Special Revenue

On June 8th, 2004, the Board of County Commissioners authorized the imposition of a \$65.00 criminal violation court costs. In accordance with Florida Statutes and the enabling County Ordinance, the proceeds from the \$65.00 fine are to be used as follows: 25% to supplement State funding requirements related to the implementation of a Statewide court system or to pay for local requirements; 25% to be used to fund legal aid programs; 25% to be used to fund law library personnel and materials; and 25% to be used to fund alternative juvenile programs. At the end of the fiscal year, any fund balance remaining shall be utilized in subsequent fiscal years for the funding of either the State or local requirements.

<b>Revenue Sources</b>	<b>Acct #</b>	<b>Actual FY 2019</b>	<b>Adopted FY 2020</b>	<b>Requested FY 2021</b>	<b>Budget FY 2021</b>	<b>Planned FY 2022</b>	<b>Planned FY 2023</b>	<b>Planned FY 2024</b>	<b>Planned FY 2025</b>
Court Innovations Local Requirement	348921	47,743	51,490	54,100	51,395	53,010	54,530	56,240	57,855
Legal Aid Local Ordinance	348922	47,743	51,490	54,100	51,395	53,010	54,530	56,240	57,855
Law Library Local Ordinance	348923	47,743	51,490	54,100	51,395	53,010	54,530	56,240	57,855
Juvenile Alternative Local Ordinance	348924	47,743	51,490	54,100	51,395	53,010	54,530	56,240	57,855
Leon County Fees	349510	11	-	-	-	-	-	-	-
	349600	19	-	-	-	-	-	-	-
Pool Interest Allocation	361111	8,275	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	151,174	147,598	147,598	150,280	143,193	-	-
<b>Total Revenues</b>		<b>199,277</b>	<b>357,134</b>	<b>363,998</b>	<b>353,178</b>	<b>362,320</b>	<b>361,313</b>	<b>224,960</b>	<b>231,420</b>
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	<b>Actual FY 2019</b>	<b>Adopted FY 2020</b>	<b>Requested FY 2021</b>	<b>Budget FY 2021</b>	<b>Planned FY 2022</b>	<b>Planned FY 2023</b>	<b>Planned FY 2024</b>	<b>Planned FY 2025</b>
Judicial Programs - Risk	495-569	1,242	1,242	1,641	1,641	1,657	1,674	1,691	1,708
Indirect Costs - Judicial Programs	499-601	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Alternative Juvenile Programs	509-569	60,304	64,352	58,428	58,033	59,998	58,312	59,976	61,685
Law Library	546-714	-	51,490	51,395	51,395	51,680	52,440	52,725	52,725
Judicial Programs/Article V	548-662	142,057	187,560	190,802	189,714	196,305	195,447	201,276	207,269
Legal Aid - Court	555-715	43,748	51,490	51,395	51,395	51,680	52,440	52,725	52,725
<b>Total Appropriations</b>		<b>248,350</b>	<b>357,134</b>	<b>354,661</b>	<b>353,178</b>	<b>362,320</b>	<b>361,313</b>	<b>369,393</b>	<b>377,112</b>
<b>Revenues Less Appropriations</b>		<b>(49,073)</b>	<b>-</b>	<b>9,337</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(144,433)</b>	<b>(145,692)</b>

**Notes:**

Increased expenditures allocated to court required programs are necessitating the use of accumulated fund balance to support these programs. The current use of fund balance is within policy limits. However, the out years show only nominal increases in revenue and an exhaustion of fund balance after FY 2023. A reduction in programs may need to be considered if revenues do not increase to support these discrete programs.

**Leon County Fiscal Year 2021 Tentative Budget****Building Inspection (120)**

Fund Type: Special Revenue

The Building Inspection Fund is a special revenue fund established to account for fees collected on building permits issued within the unincorporated area of Leon County. The fees are used to fund the operation of the Building Plans Review and Inspection Division.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Building Permits	322000	2,066,976	1,930,400	1,867,000	1,773,650	1,862,000	1,973,720	2,111,880	2,323,068
Manufactured Homes	322005	46,981	46,645	28,900	27,455	30,210	33,250	36,575	40,185
Stormwater - Short Form A	329112	1,116	-	-	-	-	-	-	-
Contractor's Licenses	329140	7,902	3,135	6,400	6,080	6,080	6,175	6,270	6,270
Project Status	329240	120	-	-	-	-	-	-	-
Site Plan Review	329260	10,800	-	12,000	11,400	11,514	11,629	11,745	12,919
Electronic Document	329290	8,533	8,550	6,500	6,175	6,270	6,270	6,365	6,460
Recording Fee									
State Surcharge Retention	335291	6,823	6,650	6,400	6,080	6,270	6,555	6,840	7,125
Pool Interest Allocation	361111	51,822	40,280	30,900	29,355	29,649	29,945	30,244	30,546
Net Incr(decr) In Fmv Of Investment	361300	57,842	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	718,181	1,130,759	1,130,759	1,029,361	-	-	-
<b>Total Revenues</b>		<b>2,258,915</b>	<b>2,753,841</b>	<b>3,088,859</b>	<b>2,990,954</b>	<b>2,981,354</b>	<b>2,067,544</b>	<b>2,209,919</b>	<b>2,426,573</b>
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Building Plans Review and Inspection	220-524	1,799,616	1,969,134	2,040,777	2,024,882	2,091,170	2,142,992	2,196,317	2,251,164
MIS Automation - Building Inspection	470-524	2,858	943	3,710	3,710	3,710	3,710	3,710	3,710
Building Inspection	495-524	9,764	9,764	11,362	11,362	11,474	11,587	11,701	11,816
Indirect Costs - Building Inspections	499-524	381,000	424,000	480,000	480,000	494,000	509,000	525,000	540,000
Transfers	950-581	-	350,000	471,000	471,000	381,000	381,000	381,000	381,000
<b>Total Appropriations</b>		<b>2,193,238</b>	<b>2,753,841</b>	<b>3,006,849</b>	<b>2,990,954</b>	<b>2,981,354</b>	<b>3,048,289</b>	<b>3,117,728</b>	<b>3,187,690</b>
<b>Revenues Less Appropriations</b>		<b>65,678</b>	<b>-</b>	<b>82,010</b>	<b>-</b>	<b>-</b>	<b>(980,745)</b>	<b>(907,809)</b>	<b>(761,117)</b>

**Notes:**

For FY 2021, revenues reflect a slight decrease from FY 2020 based on anticipated slowdown of the economy in the building sector for commercial and housing construction permitting as a result of the COVID-19 pandemic. Out-years reflect increased growth in revenues as anticipated from a slowly recovering economy. Fund balance is budgeted to support program expenditures including \$509,000 for additional software upgrades and modifications to further expedite the processing of permits for customers. For FY 2021 and FY 2022 fund balance is programmed at \$1.13 million and \$1.02 million respectively. Out-years reflect fund balance being depleted which will require a reduction in program expenditures or an examination of building fees.

**Leon County Fiscal Year 2021 Tentative Budget****Development Support & Environ. Mgmt. Fund (121)**

The Development Support and Environmental Management Fund is a special revenue fund established to account for the activities related to Development Support and Environmental Management in accordance with the City of Tallahassee/Leon County Comprehensive Plan. The fund is supported by both permitting fees and general revenue. The functions supported by this Fund include Development Services, Environmental Services, Code Compliance Services, Support Services, and Customer Engagement Services.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Building Permits	322000	-	-	-	-	-	-	-	-
Licenses And Permits	322100	-	1,607,400	1,371,000	1,302,450	1,328,100	1,354,700	1,382,250	1,409,800
Stormwater - Standard Form	329100	361,839	-	-	-	-	-	-	-
Stormwater - Short Form B-High	329110	16,119	-	-	-	-	-	-	-
Stormwater - Short Form B-Low	329111	38,377	-	-	-	-	-	-	-
Stormwater - Short Form A	329112	258,510	-	-	-	-	-	-	-
New Address Assignments	329113	43,680	-	-	-	-	-	-	-
Tree Permits	329120	2,964	-	-	-	-	-	-	-
Vegetative Management Plans	329121	1,200	-	-	-	-	-	-	-
Landscape Permit Fees	329130	19,649	-	-	-	-	-	-	-
Amend/Resubmittal/Extension s	329150	9,342	-	-	-	-	-	-	-
General Utility Permit	329160	14,190	-	-	-	-	-	-	-
Operating Permit	329170	86,022	-	-	-	-	-	-	-
Communications Tower Bonds	329171	21,844	-	-	-	-	-	-	-
Subdivision Exemptions	329200	38,424	-	-	-	-	-	-	-
Certificate Of Concurrence	329210	15,780	-	-	-	-	-	-	-
Project Status	329240	91,290	-	-	-	-	-	-	-
PUV - Permitted Use Verification	329250	26,342	-	-	-	-	-	-	-
Site Plan Review	329260	109,431	-	-	-	-	-	-	-
Other Development Review Fees	329270	38,140	-	-	-	-	-	-	-
Electronic Document Recording Fee	329290	2,198	-	-	-	-	-	-	-
Code or Lien Cost Recovery Fee	341300	18,990	22,705	21,200	20,140	20,710	21,375	22,040	22,705
Driveway Permit Fees	343930	37,270	39,045	47,000	44,650	46,835	49,210	51,680	54,245
Environmental Analysis	343941	60,887	-	-	-	-	-	-	-
Boaa Variance Requests	343950	1,800	-	-	-	-	-	-	-
Parks And Recreation	347200	(270)	-	-	-	-	-	-	-
Reinspection Fees	349100	1,944	-	-	-	-	-	-	-
Code Enforcement Board Fines	354100	66,768	18,620	27,000	25,650	26,410	27,170	28,025	28,785
Pool Interest Allocation	361111	15,691	14,155	10,000	9,500	9,595	9,691	9,788	9,886
Other Miscellaneous Revenue	369900	11,034	-	-	-	-	-	-	-
Abandon Property Registration Fee	369905	19,200	21,185	23,900	22,705	22,895	23,180	23,370	23,655
Transfer From Fund 126	381126	2,554,379	2,511,881	2,756,464	2,756,464	3,059,146	3,145,490	3,233,636	3,324,592
<b>Total Revenues</b>		<b>3,983,032</b>	<b>4,234,991</b>	<b>4,256,564</b>	<b>4,181,559</b>	<b>4,513,691</b>	<b>4,630,816</b>	<b>4,750,789</b>	<b>4,873,668</b>
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Environmental Services	420-537	1,548,637	1,626,593	1,582,486	1,571,074	1,741,400	1,787,755	1,835,461	1,884,542
Development Services	422-537	755,148	866,527	869,501	862,945	937,814	960,147	983,120	1,006,754
Code Compliance Services	423-537	483,081	533,632	499,327	496,818	541,369	553,730	566,444	579,530
DS Support Services	424-537	325,041	376,579	399,756	397,547	414,069	424,790	435,829	447,185
Customer Engagement Services	426-537	188,794	212,075	219,321	217,641	225,350	231,549	237,932	244,495
MIS Automation - Growth Management	470-537	15,091	-	18,845	18,845	18,845	18,845	18,845	18,845
Growth Management - Risk	495-537	17,585	17,585	16,689	16,689	16,844	17,000	17,158	17,317



**Leon County Fiscal Year 2021 Tentative Budget****Development Support & Environ. Mgmt. Fund (121)**

<b>Appropriations by Department/Division</b>		<b>Actual FY 2019</b>	<b>Adopted FY 2020</b>	<b>Requested FY 2021</b>	<b>Budget FY 2021</b>	<b>Planned FY 2022</b>	<b>Planned FY 2023</b>	<b>Planned FY 2024</b>	<b>Planned FY 2025</b>
	<b>Acct #</b>								
Indirect Costs - Growth Management	499-537	602,000	602,000	600,000	600,000	618,000	637,000	656,000	675,000
<b>Total Appropriations</b>		3,935,377	4,234,991	4,205,925	4,181,559	4,513,691	4,630,816	4,750,789	4,873,668
<b>Revenues Less Appropriations</b>		47,655	-	50,639	-	-	-	-	-

**Notes:**

In FY 2021, permit fee revenue is estimated to decrease over FY 2020 due to a decrease in permitting activity. Out year revenue is anticipated to increase a modest 2% per year, but still below FY 2019 actuals. Currently accumulated fund balance is not sufficient to support the fund. The out-years reflect an increase in general fund support to meet service demands and is anticipated to increase up to \$3.3 million in FY 2025.

**Leon County Fiscal Year 2021 Tentative Budget****Stormwater Utility (123)**

Fund Type: Special Revenue

The Stormwater Utility Fund is a special revenue fund established in support of the administration of the unincorporated areas Stormwater Maintenance, Engineering, Facility Improvements, and Water Quality Monitoring programs. Major revenue sources for the Stormwater Utility Fund include: the non ad valorem assessment for stormwater utility and non-restricted revenues (i.e. local half-cent sales, State revenue sharing, etc.).

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Delinquent Taxes	311200	-	37,050	-	-	-	-	-	-
Non Ad-valorem Assessment	319100	3,425,511	3,449,104	3,690,200	3,505,690	3,575,800	3,647,335	3,720,295	3,794,680
Delinquent Assessments-2011	319211	117	-	-	-	-	-	-	-
Delinquent Assessments 2012	319212	70	-	-	-	-	-	-	-
Delinquent Assessments 2013	319213	586	-	-	-	-	-	-	-
Delinquent Assessments-2014	319214	1,582	-	-	-	-	-	-	-
Delinquent Assessments-2015	319215	791	-	-	-	-	-	-	-
Delinquent Assessments-2016	319216	1,359	-	-	-	-	-	-	-
Delinquent Assessments-2017	319217	4,483	-	-	-	-	-	-	-
Pool Interest Allocation	361111	39,943	50,825	37,700	35,815	36,173	36,535	36,901	37,269
Net Incr(decr) In Fmv Of Investment	361300	7,996	-	-	-	-	-	-	-
Transfer From Fund 106	381106	800,000	800,000	800,000	800,000	800,000	800,000	800,000	800,000
Transfer From Fund 126	381126	1,155,627	1,097,323	1,143,068	1,143,068	1,400,910	1,432,373	1,480,759	1,518,254
<b>Total Revenues</b>		<b>5,438,063</b>	<b>5,434,302</b>	<b>5,670,968</b>	<b>5,484,573</b>	<b>5,812,883</b>	<b>5,916,243</b>	<b>6,037,955</b>	<b>6,150,203</b>
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Stormwater Maintenance	433-538	3,371,544	3,373,311	3,243,271	3,223,759	3,492,966	3,534,493	3,592,584	3,691,964
MIS Automation - Stormwater	470-538	74	86	80	80	80	80	80	80
Stormwater Utility - Risk	495-538	-	-	19,736	19,736	19,933	20,132	20,333	20,536
Indirect Costs - Stormwater Utility	499-538	428,000	432,000	540,000	540,000	556,000	573,000	590,000	608,000
Tax Collector	513-586	68,619	71,850	72,568	72,568	73,294	74,028	74,768	74,768
Transfers	950-581	1,554,375	1,557,055	1,628,430	1,628,430	1,670,610	1,714,510	1,760,190	1,754,855
<b>Total Appropriations</b>		<b>5,422,612</b>	<b>5,434,302</b>	<b>5,504,085</b>	<b>5,484,573</b>	<b>5,812,883</b>	<b>5,916,243</b>	<b>6,037,955</b>	<b>6,150,203</b>
<b>Revenues Less Appropriations</b>		<b>15,450</b>	<b>-</b>	<b>166,883</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

## Notes:

In FY 2014, the County implemented the first increase in 23 years for the stormwater non ad valorem assessment from \$20 to \$85 for each single family equivalent unit. This allowed for the general revenue subsidy to decrease by \$2.5 million dollars. The current general revenue subsidy covers the cost of the fee discount for low income seniors, disabled veterans and properties that receive a stormwater credit discount, as specified in the related ordinance and the operating deficit in the program. The transfer of \$800,000 from the Transportation Trust fund covers the costs of stormwater maintenance activity related to roadways. For FY 2021, the increase in general revenue support is primarily due an increase in program expenditures.

**Leon County Fiscal Year 2021 Tentative Budget****SHIP Trust (124)**

Fund Type: Special Revenue

The State Housing Initiatives Partnership (SHIP) Trust Fund is a special revenue fund established in accordance with F.S. 420.9075(5) to account for the distribution of State funds to local housing programs. Expenditures are limited to the administration and implementation of local housing programs.

<b>Revenue Sources</b>	<b>Acct #</b>	<b>Actual FY 2019</b>	<b>Adopted FY 2020</b>	<b>Requested FY 2021</b>	<b>Budget FY 2021</b>	<b>Planned FY 2022</b>	<b>Planned FY 2023</b>	<b>Planned FY 2024</b>	<b>Planned FY 2025</b>
SHIP - Doc Stamp Revenue	345100	898,612	175,000	-	-	-	-	-	-
SHIP Recaptured Revenue	345150	100,346	-	85,000	85,000	85,000	85,000	85,000	85,000
Pool Interest Allocation	361111	19,104	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	17,425	-	-	-	-	-	-	-
<b>Total Revenues</b>		<b>1,035,487</b>	<b>175,000</b>	<b>85,000</b>	<b>85,000</b>	<b>85,000</b>	<b>85,000</b>	<b>85,000</b>	<b>85,000</b>
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	<b>Actual FY 2019</b>	<b>Adopted FY 2020</b>	<b>Requested FY 2021</b>	<b>Budget FY 2021</b>	<b>Planned FY 2022</b>	<b>Planned FY 2023</b>	<b>Planned FY 2024</b>	<b>Planned FY 2025</b>
SHIP 2015-2018	932048-554	(17)	-	-	-	-	-	-	-
SHIP 2016-2019	932049-554	497,304	-	-	-	-	-	-	-
SHIP Housing Counseling Fund	932051-554	6,899	-	-	-	-	-	-	-
SHIP 2017-2020	932052-554	248,285	-	-	-	-	-	-	-
SHIP 2018-2021	932053-554	250,776	-	-	-	-	-	-	-
SHIP 2019-2022	932054-554	-	175,000	-	-	-	-	-	-
SHIP 2020-2023	932056-554	-	-	85,000	85,000	85,000	85,000	85,000	85,000
<b>Total Appropriations</b>		<b>1,003,246</b>	<b>175,000</b>	<b>85,000</b>	<b>85,000</b>	<b>85,000</b>	<b>85,000</b>	<b>85,000</b>	<b>85,000</b>
<b>Revenues Less Appropriations</b>		<b>32,241</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

The State did not appropriate funding for SHIP during the FY 2020 legislative session.

**Leon County Fiscal Year 2021 Tentative Budget****Grants (125)**

Fund Type: Special Revenue

The Grants Fund is a special revenue fund established to account for grants that are consistently received on an annual basis. The fund also accounts for other restricted revenues such as Friends of the Library and the Driver Education funding. As new grants are received during the fiscal year, appropriate action is taken by the Board of County Commissioners to realize these additional grant proceeds into the budget. This fund includes the corresponding County matching funds for the various grants.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
EMPG Base Grant-Federal	331271	102,355	89,029	90,529	90,529	91,434	92,348	93,271	94,204
Law Enforcement Block Grant	331280	38,356	40,000	40,000	40,000	40,000	40,000	40,000	40,000
DOT Old Bainbridge Road at Knots Lane	331413	52,797	-	-	-	-	-	-	-
DOT Old Bainbridge Monroe to Gadsden	331414	47,706	-	-	-	-	-	-	-
Undefined	331611	62,619	-	-	-	-	-	-	-
Florida Humanities Council Grants	331741	2,676	-	-	-	-	-	-	-
DCF Drug Court	334240	25,000	-	-	-	-	-	-	-
EMPA Base Grant-State	334271	126,665	105,806	105,806	105,806	105,806	105,806	105,806	105,806
EM-SHSGP Federal Grant	334272	20,083	-	-	-	-	-	-	-
Waste Tire Grant	334324	5,925	-	-	-	-	-	-	-
NWFWMB Springs Restoration Grant	334353	25,887	-	-	-	-	-	-	-
Undefined	334354	808,421	-	-	-	-	-	-	-
Belair-Annawood Septic to Sewer Grant	334356	523,242	-	-	-	-	-	-	-
NE Lake Munson Septic to Sewer Grant	334357	461,050	-	-	-	-	-	-	-
Woodside Heights DEP	334358	(25,887)	-	-	-	-	-	-	-
FDEP - Wilkinson Woods Sewer Project	334368	15,503	-	-	-	-	-	-	-
Dep Storage Tank Program	334392	132,658	120,508	157,987	157,987	159,567	161,163	162,775	164,403
Housing Services Home Expo	334511	695	-	-	-	-	-	-	-
Florida Hardest Hit Program	334512	8,146	-	-	-	-	-	-	-
Mosquito Control	334610	75,669	32,468	32,468	32,468	32,468	32,468	32,468	32,468
Boating Improvement	334792	1,500	-	-	-	-	-	-	-
Veteran's Court Funds	334891	98,884	-	-	-	-	-	-	-
Mobile Home Licenses	335140	103	-	-	-	-	-	-	-
BP 2000 Magnolia Dr Multiuse Trail	337406	127,648	-	-	-	-	-	-	-
HFA Emergency Repairs	337502	32,470	50,000	50,000	50,000	50,000	50,000	50,000	50,000
BP 2000 St. Marks Greenway	337702	77,688	-	-	-	-	-	-	-
Friends Of The Library	337714	4,390	15,000	15,000	15,000	15,000	15,000	15,000	15,000
LCRDA Innovation Park Trail	337730	28,445	-	-	-	-	-	-	-
Slosberg \$3 Driver Education	348531	84,819	84,835	105,497	105,497	107,079	108,685	110,315	111,970
Capacity Fee	363244	370,000	-	-	-	-	-	-	-
Contributions And Donations	366000	1,642	-	-	-	-	-	-	-
Tour-Knight Foundation	366312	14,659	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	55,591	-	-	-	-	-	-	-
Transfer From Fund 001	381001	2,193	-	-	-	-	-	-	-
Transfer From Fund 106	381106	785	-	-	-	-	-	-	-
Transfer From Fund 126	381126	-	90,131	283,935	283,935	295,388	304,857	314,649	324,776

## Leon County Fiscal Year 2021 Tentative Budget

## Grants (125)

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Appropriated Fund Balance	399900	-	213,767	-	-	-	-	-	-
<b>Total Revenues</b>		3,410,383	841,544	881,222	881,222	896,742	910,327	924,284	938,627
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Significant Benefit District 1 - Northeast Quadrant	009010-541	370,000	-	-	-	-	-	-	-
Innovation Park Trail	042006-572	28,445	-	-	-	-	-	-	-
St. Marks Headwaters Greenways	047001-572	77,688	-	-	-	-	-	-	-
Old Bainbridge Road Safety Improvements	053007-541	100,503	-	-	-	-	-	-	-
Magnolia Drive Multi-Use Trail	055010-541	127,648	-	-	-	-	-	-	-
Woodville Sewer Project	062003-535	808,421	-	-	-	-	-	-	-
Belair-Annawood Septic to Sewer	062007-535	523,242	-	-	-	-	-	-	-
NE Lake Munson Septic to Sewer	062008-535	461,050	-	-	-	-	-	-	-
Mosquito Control Grant	214-562	75,669	32,468	32,468	32,468	32,468	32,468	32,468	32,468
Grants - Risk	495-595	1,787	1,787	1,844	1,844	1,862	1,881	1,900	1,919
Emergency Management	864-525	53,888	121,221	121,221	121,221	121,221	121,221	121,221	121,221
DEP Storage Tank	866-524	166,367	181,240	191,704	191,309	196,789	202,025	207,413	212,962
Tour-Knight Foundation	912037-000	9,893	-	-	-	-	-	-	-
Tour-Knight Foundation Grant	912037-571	4,979	-	-	-	-	-	-	-
Patron Donations- Library	913023-571	258	-	-	-	-	-	-	-
Capeloute Donation	913024-571	1,284	-	-	-	-	-	-	-
Friends Literacy Contract 2005	913045-571	4,390	15,000	15,000	15,000	15,000	15,000	15,000	15,000
FHC Great American Read Grant	913093-571	1,781	-	-	-	-	-	-	-
Slosberg Drivers Education Grant	915013-529	84,835	84,835	105,497	105,497	107,079	108,685	110,315	111,970
Big Bend Scenic Byway Phase 2	916017-529	55,574	-	-	-	-	-	-	-
Boating Improvement	921043-572	1,500	-	-	-	-	-	-	-
Waste Tire Grant	922044-534	5,925	-	-	-	-	-	-	-
CDC Hurricane Relief Mosquito	924019-562	62,619	-	-	-	-	-	-	-
BP Horizon Oil Spill	925017-559	133,573	-	-	-	-	-	-	-
Woodville Height Sewer Project	926155-535	16,245	-	-	-	-	-	-	-
USEPA Clean Water Campaign	927018-535	785	-	-	-	-	-	-	-
FDEP Springs Restoration	927128-535	15,503	-	-	-	-	-	-	-
Housing Services Home Expo	932014-554	450	-	-	-	-	-	-	-
Florida Hardest Hit Program	932016-554	8,091	-	-	-	-	-	-	-
HFA Emergency Repairs Program	932019-554	32,470	50,000	50,000	50,000	50,000	50,000	50,000	50,000
CDBG 2013 Community Development Block Grant	932077-554	(6,000)	-	-	-	-	-	-	-
DCF Drug Court Grant	943085-622	25,000	-	-	-	-	-	-	-
Veteran's Court	944010-000	2,120	-	-	-	-	-	-	-

## Leon County Fiscal Year 2021 Tentative Budget

### Grants (125)

Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Veteran's Court	944010-601	61,280	-	-	-	-	-	-	-
EM-SHSGP Federal Grant	952004-525	20,083	-	-	-	-	-	-	-
EM-EMPG Federal Grant	952005-525	77,960	-	-	-	-	-	-	-
EMPA-Base Grant-State	952006-525	91,710	-	-	-	-	-	-	-
EMPA-Base Grant-State	952008-525	34,956	130,319	-	-	-	-	-	-
EMPG Federal Grant	952009-525	24,395	94,674	-	-	-	-	-	-
EMPG Federal Grant	952011-525	-	-	98,427	97,479	101,143	103,934	106,804	109,757
EMPA Base Grant-State	952012-525	-	-	137,352	136,404	141,180	145,113	149,163	153,330
FDLE JAG Pre-Trial FY 18-19	982063-521	-	40,000	-	-	-	-	-	-
FDLE JAG Pre-Trial FY19-20	982064-521	-	-	40,000	40,000	40,000	40,000	40,000	40,000
Grant Match Funds	991-595	-	90,000	90,000	90,000	90,000	90,000	90,000	90,000
<b>Total Appropriations</b>		<b>3,566,369</b>	<b>841,544</b>	<b>883,513</b>	<b>881,222</b>	<b>896,742</b>	<b>910,327</b>	<b>924,284</b>	<b>938,627</b>
<b>Revenues Less Appropriations</b>		<b>(155,985)</b>	<b>-</b>	<b>(2,291)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Note:

As grant program expenditures continue to exceed the grant allocations, particularly in the Emergency Management and Storage Tank Programs, an offsetting increase in the general revenue transfer will be required to maintain levels of service in these areas.

In addition, at the January 28, 2020 Board meeting, the Board approved an amendment to the ordinance to Dori Slosberg Driver Education Safety Act which increased the civil traffic penalty from \$3 to \$5 to support high school driver education programs. The additional funding will be provided to Leon County Schools to support the program.

**Leon County Fiscal Year 2021 Tentative Budget****Non-Countywide General Revenue (126)**

Fund Type: Special Revenue

The Non County wide General Revenue Fund is a special revenue fund originally established as part of the FY 2002 budget process. Prior to FY 2002, the 1/2 Cent Sales Tax, State Revenue Sharing, and other unrestricted resources were directly budgeted into the specific funds they supported. Beginning in FY 2002, the revenues were brought into this fund and budgetary transfers were established to the funds supported by these revenues. This approach allows for the entire revenue to be shown in one place and all funds being supported to be similarly reflected. These revenues are not deposited directly into the General Fund in order to discretely show support for activities not eligible for Countywide property tax revenue.

<b>Revenue Sources</b>	<b>Acct #</b>	<b>Actual FY 2019</b>	<b>Adopted FY 2020</b>	<b>Requested FY 2021</b>	<b>Budget FY 2021</b>	<b>Planned FY 2022</b>	<b>Planned FY 2023</b>	<b>Planned FY 2024</b>	<b>Planned FY 2025</b>
Local Communication Svcs Tax	315000	2,860,983	2,806,300	2,862,748	2,719,611	2,638,023	2,558,882	2,482,115	2,407,652
State Revenue Sharing	335120	6,009,505	5,938,450	3,182,661	3,023,528	5,139,998	5,653,997	5,823,617	5,998,326
Insurance Agents County	335130	70,973	53,207	68,900	65,455	66,044	66,738	67,432	68,120
Mobile Home Licenses	335140	25,617	26,125	26,491	25,166	25,420	25,675	25,929	26,193
Alcoholic Beverage Licenses	335150	25,295	115,235	154,500	146,775	151,145	155,705	160,360	165,205
Racing Tax F.S. 212.20(6)	335160	223,250	212,088	223,251	212,088	212,088	212,088	212,088	212,088
Local 1/2 Cent Sales Tax	335180	13,474,983	13,235,400	11,261,340	10,698,273	14,977,582	15,726,462	16,355,520	17,009,741
<b>Total Revenues</b>		<b>22,690,606</b>	<b>22,386,805</b>	<b>17,779,891</b>	<b>16,890,896</b>	<b>23,210,300</b>	<b>24,399,547</b>	<b>25,127,061</b>	<b>25,887,325</b>
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	<b>Actual FY 2019</b>	<b>Adopted FY 2020</b>	<b>Requested FY 2021</b>	<b>Budget FY 2021</b>	<b>Planned FY 2022</b>	<b>Planned FY 2023</b>	<b>Planned FY 2024</b>	<b>Planned FY 2025</b>
Transfers	950-581	22,024,587	22,386,805	16,890,896	16,890,896	23,210,300	24,399,547	25,127,061	25,887,325
<b>Total Appropriations</b>		<b>22,024,587</b>	<b>22,386,805</b>	<b>16,890,896</b>	<b>16,890,896</b>	<b>23,210,300</b>	<b>24,399,547</b>	<b>25,127,061</b>	<b>25,887,325</b>
<b>Revenues Less Appropriations</b>		<b>666,019</b>	<b>-</b>	<b>888,995</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Note:

The State Shared and ½ Cent Sales Tax revenues are estimated to decrease by \$4.015 million in FY 2021 due to the economic impacts of COVID-19 on consumer spending and the related impact of reduced sales tax collections. Out-years reflect revenue increasing with the anticipated recovery of the economy.

**Leon County Fiscal Year 2021 Tentative Budget****Grants - Interest Bearing (127)**

Fund Type: Special Revenue

This fund was established independently of the reimbursement grant fund (Fund 125) in order post interest to grants as may be required by the grant contract and/or special endowment.

<b>Revenue Sources</b>	<b>Acct #</b>	<b>Actual FY 2019</b>	<b>Adopted FY 2020</b>	<b>Requested FY 2021</b>	<b>Budget FY 2021</b>	<b>Planned FY 2022</b>	<b>Planned FY 2023</b>	<b>Planned FY 2024</b>	<b>Planned FY 2025</b>
DOH-Emergency Medical Services	334201	41,211	60,000	60,000	60,000	60,000	60,000	60,000	60,000
DOH-State EMS Matching Grant	334202	70,267	-	-	-	-	-	-	-
Tree Bank Donations	337410	1,097	-	-	-	-	-	-	-
Friends Endowment	337716	33,984	-	-	-	-	-	-	-
Parks And Recreation	347200	14,190	-	-	-	-	-	-	-
Pool Interest Allocation	361111	13,409	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	27,103	-	-	-	-	-	-	-
Transfer From Fund 135	381135	23,423	-	-	-	-	-	-	-
<b>Total Revenues</b>		<b>224,685</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	<b>Actual FY 2019</b>	<b>Adopted FY 2020</b>	<b>Requested FY 2021</b>	<b>Budget FY 2021</b>	<b>Planned FY 2022</b>	<b>Planned FY 2023</b>	<b>Planned FY 2024</b>	<b>Planned FY 2025</b>
Friends Endowment 2005	913115-571	38,859	-	-	-	-	-	-	-
Tree Bank	921053-541	2,610	-	-	-	-	-	-	-
Miccosukee Community Center	921116-572	600	-	-	-	-	-	-	-
Woodville Community Center	921136-572	3,838	-	-	-	-	-	-	-
Bradfordville Community Center	921156-572	600	-	-	-	-	-	-	-
Lake Jackson Community Center	921166-572	6,962	-	-	-	-	-	-	-
EMS/DOH - EMS Equipment	961045-526	44,434	60,000	60,000	60,000	60,000	60,000	60,000	60,000
EMS-DOH Matching Grant M6038	961059-526	48,035	-	-	-	-	-	-	-
EMS/DOH Matching Grant M6039	961060-526	45,655	-	-	-	-	-	-	-
<b>Total Appropriations</b>		<b>191,593</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>	<b>60,000</b>
<b>Revenues Less Appropriations</b>		<b>33,092</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>



**Leon County Fiscal Year 2021 Tentative Budget****9-1-1 Emergency Communications (130)**

Fund Type: Special Revenue

The 9-1-1 Emergency Communications Fund is a special revenue fund established in accordance with the Florida Emergency Telephone Act F.S. 365.171. Major revenue sources of the 9-1-1 Emergency Communications Fund include proceeds from the wireless Enhanced 9-1-1 fee (50 cents/month per service subscriber) pursuant to F.S. 365.172 - 365.173 and the 9-1-1 fee (50 cents/month per service line) pursuant to F.S. 365.171(13). The fund is used to account for resources and expenditures associated with 9-1-1 emergency services within Leon County.

<b>Revenue Sources</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
State Revenue Sharing	335220	555,908	419,900	473,000	449,350	463,600	476,900	491,150	506,350
Enhanced 911 Fee									
State Revenue Sharing	335221	934,240	845,500	893,000	848,350	874,000	900,600	927,200	955,700
Enhanced 911 DMS									
Pool Interest Allocation	361111	5,548	-	-	-	-	-	-	-
<b>Total Revenues</b>		<b>1,495,696</b>	<b>1,265,400</b>	<b>1,366,000</b>	<b>1,297,700</b>	<b>1,337,600</b>	<b>1,377,500</b>	<b>1,418,350</b>	<b>1,462,050</b>
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Enhanced E-911- Administration	180-525	1,066,071	1,195,171	1,207,925	1,207,925	1,245,802	1,283,679	1,322,505	1,364,181
MIS Automation	470-525	14,725	17,994	24,470	24,470	24,470	24,470	24,470	24,470
Insurance for E-911	495-525	-	2,235	2,305	2,305	2,328	2,351	2,375	2,399
Indirect Costs - Emergency 911	499-525	40,000	50,000	63,000	63,000	65,000	67,000	69,000	71,000
<b>Total Appropriations</b>		<b>1,120,796</b>	<b>1,265,400</b>	<b>1,297,700</b>	<b>1,297,700</b>	<b>1,337,600</b>	<b>1,377,500</b>	<b>1,418,350</b>	<b>1,462,050</b>
<b>Revenues Less Appropriations</b>		<b>374,899</b>	<b>-</b>	<b>68,300</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Note:

There is a slight increase in revenue for this fund. Overall, the fees collected from the landlines and the wireless phone devices are increasing as the base level of land lines is reached subsequent to the change of use from land lines to cellphones and a continued increase in the use of wireless devices.

**Leon County Fiscal Year 2021 Tentative Budget****Radio Communication Systems (131)**

In accordance with F.S. 318.21(10) \$12.50 from each moving traffic violation shall be distributed and paid monthly via the Clerk of Court's fine distribution system. The fund is used to account for resources and expenditures associated with Leon County's participation in an intergovernmental radio communications programs that have been previously approved by the State of Florida, Department of Management Services. This program for Leon County is the 800 MHZ radio system.

<b>Revenue Sources</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Radio Communications Program	351600	182,874	161,785	-	-	-	-	-	-
Transfer From Fund 001	381001	1,237,633	1,485,035	-	-	-	-	-	-
<b>Total Revenues</b>		1,420,507	1,646,820	-	-	-	-	-	-
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Indirect Costs - Radio Communications	499-519	4,000	5,000	-	-	-	-	-	-
<b>Total Appropriations</b>		4,000	5,000	-	-	-	-	-	-
<b>Revenues Less Appropriations</b>		1,416,507	1,641,820	-	-	-	-	-	-

Note:

In FY 2021, due to the significant decline in revenue and increasing general revenue subsidy, the budget for the Radio Communications was consolidated in General Fund (001) in organization 529.

**Leon County Fiscal Year 2021 Tentative Budget****Municipal Services (140)**

Fund Type: Special Revenue

The Municipal Services Fund is a special revenue fund established in support of various municipal services provided in the unincorporated area of Leon County. These services include: parks and recreation, and animal control. The major revenue sources for the Municipal Services Fund are transfers from the Non-Restricted Revenue Fund (i.e. State revenue sharing, the local cent sales tax, etc.) and the Public Services Tax.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Public Service Tax - Electric	314100	7,177,164	7,407,150	7,551,211	7,173,650	7,388,859	7,610,524	7,838,840	8,074,004
Public Service Tax - Water	314300	1,042,357	1,075,439	1,166,277	1,107,963	1,141,202	1,175,438	1,210,701	1,247,022
Public Service Tax - Gas	314400	556,089	699,740	619,700	588,715	600,725	624,754	649,744	675,734
Public Service Tax - Fuel Oil	314700	2,949	3,610	2,851	2,708	2,708	2,708	2,708	2,708
Public Service Tax - 2% Discount	314999	(30,779)	(28,500)	(30,000)	(28,500)	(28,500)	(28,500)	(28,500)	(28,500)
DOT-Reimbursement Route 27	343913	4,267	5,741	5,741	5,741	5,741	5,827	5,827	5,827
Parks And Recreation	347200	4,544	7,030	5,000	4,750	4,798	4,846	4,894	4,944
Coe's Landing Park	347201	85,414	89,965	60,000	57,000	59,280	61,655	64,125	66,690
Animal Control Education	351310	90	-	-	-	-	-	-	-
Pool Interest Allocation	361111	11,177	10,735	10,526	10,000	10,200	10,404	10,612	10,824
Contributions And Donations	366000	1,917	5,000	-	-	-	-	-	-
Transfer From Fund 352	381352	-	375,000	500,000	500,000	500,000	500,000	500,000	500,000
<b>Total Revenues</b>		<b>8,855,188</b>	<b>9,650,910</b>	<b>9,891,305</b>	<b>9,422,027</b>	<b>9,685,013</b>	<b>9,967,656</b>	<b>10,258,951</b>	<b>10,559,253</b>
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Animal Control	201-562	1,671,752	1,600,104	1,819,338	1,815,890	1,869,734	1,882,733	1,929,328	1,977,644
Parks and Recreation Services	436-572	2,924,052	3,123,613	3,250,583	3,232,597	3,373,467	3,421,311	3,470,609	3,521,409
MIS Automation - Animal Control	470-562	3,723	-	3,745	3,745	3,745	3,745	3,745	3,745
MIS Automation - Parks and Recreation	470-572	2,365	-	18,285	18,285	18,285	18,285	18,285	18,285
Municipal Services - Risk	495-572	34,477	34,377	35,445	35,445	35,616	35,788	35,962	36,138
Undefined	499-524	-	-	-	-	-	-	-	-
Indirect Costs - Municipal Services (Animal Control)	499-562	112,198	183,000	183,000	183,000	188,000	194,000	200,000	206,000
Indirect Costs - Municipal Services (Parks & Recreation)	499-572	510,000	637,000	636,000	636,000	655,000	675,000	695,000	716,000
Payment to City- Parks & Recreation	838-572	1,384,178	1,443,005	1,504,334	1,504,334	1,568,268	1,634,919	1,704,403	1,776,840
Transfers	950-581	2,596,501	2,601,789	1,942,364	1,942,364	1,920,942	2,024,820	2,097,261	2,170,369
Budgeted Reserves - Municipal Service	990-599	-	28,022	28,933	50,367	51,956	77,055	104,358	132,823
<b>Total Appropriations</b>		<b>9,239,246</b>	<b>9,650,910</b>	<b>9,422,027</b>	<b>9,422,027</b>	<b>9,685,013</b>	<b>9,967,656</b>	<b>10,258,951</b>	<b>10,559,253</b>
<b>Revenues Less Appropriations</b>		<b>(384,058)</b>	<b>-</b>	<b>469,278</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**Notes:**

For FY 2021, Public Services Tax revenues are projected to decrease by \$348,000 related to the COVID-19 pandemic. The PST is estimated to be less affected by the shut-down than other sources of revenue, since more residents are at home using utilities.

In addition, FY 2021 reflects an increase in the transfer from the 2020 Sales Tax Extension Fund (352) made to supplement parks maintenance funding for park facilities. Since the FY 2020 Sale Tax collection started in January FY 2020, FY 2021 now reflects a full year of collection versus three-quarters in the previous year.

The impacts of the Covid-19 economy have caused a reduction in the amount of general revenue that can be used to support the FY 2021 capital budget. The FY 2021 budget includes a reduction in the capital transfer of \$2.321 million. The \$2.321 million reduction lowers the transfer from last year's \$7.4 million to \$5.1 million in FY 2021. For the Municipal Fund (140), the transfer to the Capital Improvement Fund (305) is reduced from \$2.28 million in FY 2020 to \$1.62 million in FY 2021.

**Leon County Fiscal Year 2021 Tentative Budget****Fire Rescue Services (145)**

Fund Type: Special Revenue

The Fire Services Fund is a special revenue fund established in FY 2010 as a method to fund enhanced fire protection services in the unincorporated area of Leon County. This included adding another fire fighter at unincorporated area fire stations. The funding is derived from a fire service fee levied on single family, commercial and governmental properties in the unincorporated area of the County. Homes are charged a flat rate, and commercial and governmental properties pay per square foot. Square footage associated with the worship area of a church is excluded from the fee. In addition, the County provides support to the Volunteer Fire Departments.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Fire Service Fee	325201	495,772	5,559,311	5,970,145	5,671,638	5,728,354	5,785,638	5,843,494	5,901,929
Fire Service Fee	325202	2,357,504	2,416,862	2,969,518	2,821,042	2,863,607	2,906,741	2,950,450	2,994,744
Delinquent Fees	325203	8,537	-	-	-	-	-	-	-
City VFD Payment	337407	-	482,479	482,479	482,479	482,479	482,479	482,479	482,479
Pool Interest Allocation	361111	60,433	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	54,850	-	-	-	-	-	-	-
Transfer From Fund 126	381126	-	-	-	-	1,600,000	1,600,000	1,600,000	1,600,000
<b>Total Revenues</b>		<b>2,977,095</b>	<b>8,458,652</b>	<b>9,422,142</b>	<b>8,975,159</b>	<b>10,674,440</b>	<b>10,774,858</b>	<b>10,876,423</b>	<b>10,979,152</b>
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Volunteer Fire Departments	096002-522	9,637	-	-	-	-	-	-	-
Indirect Costs - Fire Services	499-522	25,000	31,000	33,000	33,000	34,000	35,000	36,000	37,000
Tax Collector	513-586	48,227	50,590	59,106	59,106	60,288	61,197	62,116	63,049
Fire Services Payment	838-522	2,312,273	7,852,738	8,351,804	8,351,804	8,448,389	8,546,378	8,645,498	8,745,762
Volunteer Fire Department	843-522	281,559	482,479	482,479	482,479	482,479	482,479	482,479	482,479
Transfers	950-581	44,630	41,845	48,770	48,770	49,284	49,804	50,330	50,862
Budgeted Reserves - Fire Services	990-599	-	-	-	-	1,600,000	1,600,000	1,600,000	1,600,000
<b>Total Appropriations</b>		<b>2,721,326</b>	<b>8,458,652</b>	<b>8,975,159</b>	<b>8,975,159</b>	<b>10,674,440</b>	<b>10,774,858</b>	<b>10,876,423</b>	<b>10,979,152</b>
<b>Revenues Less Appropriations</b>		<b>255,770</b>	<b>-</b>	<b>446,983</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

## Notes:

In FY 2010, the Board approved placing this assessment on the tax bill for property owners who did not pay the fee via the established billing system; however, direct billing by the City of Tallahassee is the primary source for the collection of this fee. At the May 12, 2015 meeting, the Board approved implementing the new fire service fee rates as recommended in the new fire study.

The multi-year fiscal plan approved in FY 2020, anticipated using a portion of the debt service savings to pay for increased costs of fire services beginning in FY 2021. However, working with the City, no increase in the fire service fee is being considered for next fiscal year (FY 2021). The increased cost of fire services will be addressed as part of the FY 2022 budget process, which may necessitate considering further budget reductions, increased use of fund balances or an increase in the fire services fee to fund this service. If general revenue returns to pre-COVID-19 pandemic levels, the fiscal plan considers leaving the fee unchanged and supporting this fund with non-county wide general revenue. The out-years reflect this plan, which will be reviewed as part of the FY 2022 budget process.

**Leon County Fiscal Year 2021 Tentative Budget****Tourism Development (160)**

Fund Type: Special Revenue

The Tourist Development Fund is a special revenue fund established as the repository for the collection of the 5% Local Option Tourist Development Tax on transient lodging sales in Leon County (bed tax). The Tourist Development Council administers the expenditure of these revenues, as limited by law, to tourist development initiatives. Annual reserves for contingencies are supported by available fund balance. This amount will be determined on an annual basis as part of the budget process.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Tourist Development (4 Cents)	312100	5,271,424	4,673,848	3,694,092	3,509,387	3,614,669	3,867,696	4,254,466	4,679,913
Tourist Development (1 Cent)	312110	1,748,813	1,168,462	923,523	877,347	903,668	966,925	1,063,618	1,169,980
Pool Interest Allocation	361111	209,699	102,600	89,434	84,962	85,812	86,669	87,536	88,411
Net Incr(decr) In Fmv Of Investment	361300	206,192	-	-	-	-	-	-	-
Tax Collector F.S. 125.315	361320	8,619	-	-	-	-	-	-	-
Rents And Royalties	362000	120	-	-	-	-	-	-	-
Gain (loss) On Sale Land	364300	2,137,500	-	-	-	-	-	-	-
Merchandise Sales	365000	10,230	3,634	6,032	5,730	5,902	6,079	6,261	6,450
Special Event Grant	366500	-	12,500	12,500	12,500	12,500	12,500	12,500	12,500
Reimbursements									
Other Contributions	366930	1,340	2,400	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	11,965	72,500	32,085	30,481	31,396	32,337	33,307	34,306
Appropriated Fund Balance	399900	-	414,525	-	-	-	-	-	-
<b>Total Revenues</b>		<b>9,605,903</b>	<b>6,450,469</b>	<b>4,757,665</b>	<b>4,520,407</b>	<b>4,653,947</b>	<b>4,972,206</b>	<b>5,457,688</b>	<b>5,991,560</b>
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Tourism Development Building	086065-552	63,981	-	-	-	-	-	-	-
Administration	301-552	496,217	608,237	580,114	520,730	590,453	601,099	611,996	623,020
Advertising	302-552	1,541,164	1,616,473	661,768	840,710	618,448	862,020	1,228,855	1,508,160
Marketing	303-552	1,530,106	2,008,111	1,496,238	1,541,680	1,622,384	1,645,260	1,709,031	1,908,756
Special Projects	304-552	530,055	765,000	615,000	450,000	615,000	615,000	615,000	615,000
1 Cent Expenses	305-552	189,000	-	-	-	-	-	-	-
MIS Automation - Tourism	470-552	11,250	7,822	8,455	8,455	8,455	8,455	8,455	8,455
Development									
Tourism Development - Risk	495-552	7,538	5,364	5,485	5,485	5,540	5,595	5,651	5,708
Indirect Costs - Tourism	499-552	235,000	221,000	276,000	276,000	290,000	304,000	320,000	335,000
Development									
Council on Culture & Arts (COCA)	888-573	2,042,858	1,168,462	877,347	877,347	903,667	930,777	958,700	987,461
Transfers	950-581	416,270	-	-	-	-	-	-	-
Budgeted Reserves - Tourism	990-599	-	50,000	-	-	-	-	-	-
Development									
<b>Total Appropriations</b>		<b>7,063,438</b>	<b>6,450,469</b>	<b>4,520,407</b>	<b>4,520,407</b>	<b>4,653,947</b>	<b>4,972,206</b>	<b>5,457,688</b>	<b>5,991,560</b>
<b>Revenues Less Appropriations</b>		<b>2,542,465</b>	<b>-</b>	<b>237,258</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

The Tourism industry has been hit the hardest as a result of the onset of COVID-19. In FY 2020 Tourism Development Tax (TDT) declined significantly with an estimated \$2.1 million-dollar reduction. The FY 2021 total Tourism budget reflects \$4.4 million of TDT, 20% of which is dedicated to the Council on Cultural and Arts by County Ordinance. The Division of Tourism budget for FY 2021 is established at \$3.5 million, a 25% reduction from the adopted FY 2020 budget. Without reducing full-time positions, the preliminary budget realizes cost savings through a reduction in marketing activities, Amphitheater Concert Series funding, event grants, staff travel, and contractual services which support the operation of the Division of Tourism.

**Leon County Fiscal Year 2021 Tentative Budget****County Accepted Roadways and Drainage Systems Program (162)**

Fund Type: Special Revenue

The County Accepted Roadways and Drainage Systems Program (CARDS)) Fund is a special revenue fund established to account for the repayment of special assessments associated with the County's CARDS program (formerly the 2/3 2/3's paving program). The revenue received into this fund is collected as a non ad valorem special assessment on the annual tax bill. These revenues are repaying the County for loans utilized to construct special assessment paving projects. The revenues are annually transferred to the General Fund (001).

<b>Revenue Sources</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Pool Interest Allocation	361111	202	2,090	2,600	2,470	2,495	2,519	2,545	2,571
Other Interest Earnings	361390	20,644	18,145	15,579	14,800	11,800	9,100	6,200	3,600
Special Assessments	363000	31,474	108,205	101,579	96,500	88,600	91,400	86,900	89,400
<b>Total Revenues</b>		52,320	128,440	119,758	113,770	102,895	103,019	95,645	95,571
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Tax Collector	513-586	2,299	5,500	5,500	5,500	5,500	5,500	5,500	5,500
Transfers	950-581	121,040	122,940	108,270	108,270	97,395	97,519	90,145	90,071
<b>Total Appropriations</b>		123,339	128,440	113,770	113,770	102,895	103,019	95,645	95,571
<b>Revenues Less Appropriations</b>		(71,019)	-	5,988	-	-	-	-	-

Notes:

This fund continues to see a decline in revenue as previous special assessments are paid in full and the lack of new assessments being levied in recent years due to a decline in projects.

## Leon County Fiscal Year 2021 Tentative Budget

### Special Assessment - Killearn Lakes Units I and II Sewer (164)

Fund Type: Special Revenue

This Special Assessment Fund was established to account for revenues and expenditures associated with of the special assessment levied on property owners in Killearn Lakes Units I and II to pay for the costs associated with maintaining the new City of Tallahassee sewer service distribution system completed in October 2006. The assessment is collected and remitted to the City of Tallahassee in accordance with an interlocal agreement with the City of Tallahassee. The charge levied to each parcel within Units I and II is \$179.43.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Pool Interest Allocation	361111	4,749	-	-	-	-	-	-	-
Special Assessment - Killearn Lakes Sewer	363230	228,417	237,500	250,000	237,500	237,500	237,500	237,500	237,500
<b>Total Revenues</b>		233,166	237,500	250,000	237,500	237,500	237,500	237,500	237,500
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Tax Collector	513-586	4,563	5,000	5,000	5,000	5,000	5,000	5,000	5,000
Sewer Services Killearn Lakes Units I and II	838-535	223,854	232,500	232,500	232,500	232,500	232,500	232,500	232,500
<b>Total Appropriations</b>		228,417	237,500	237,500	237,500	237,500	237,500	237,500	237,500
<b>Revenues Less Appropriations</b>		4,749	-	12,500	-	-	-	-	-

**Leon County Fiscal Year 2021 Tentative Budget****County Government Annex (165)**

Fund Type: Special Revenue

On June 26, 2003, the Board of County Commissioners purchased the County Government Annex on Calhoun Street. The operating fund will be used to facilitate and account for the ongoing operations of this building. Revenues associated with this fund are primarily generated by leases associated with the tenants of the building. Expenses associated with this fund are comprised of necessities required in the upkeep, maintenance, and management of the facility. A portion of the revenue from this fund is transferred to the associated debt service fund to pay the existing debt service for the bonds issued to purchase the building, which will be paid in full by FY 2020.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Parking Facilities	344500	126,789	180,284	145,736	138,449	83,804	75,620	75,673	75,727
Pool Interest Allocation	361111	29,012	21,185	16,200	15,390	15,544	15,700	15,856	16,015
Net Incr(decr) In Fmv Of Investment	361300	31,328	-	-	-	-	-	-	-
Rents And Royalties	362000	1,843,029	1,697,961	1,403,466	1,333,293	935,945	880,040	901,264	919,454
Appropriated Fund Balance	399900	-	150,000	-	-	103,652	182,291	176,945	174,791
<b>Total Revenues</b>		<b>2,030,158</b>	<b>2,049,430</b>	<b>1,565,402</b>	<b>1,487,132</b>	<b>1,138,945</b>	<b>1,153,651</b>	<b>1,169,738</b>	<b>1,185,987</b>
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
County Government Annex	086025-519	244,226	250,000	550,000	550,000	250,000	250,000	250,000	250,000
County Government Annex	154-519	372,029	495,142	558,720	557,930	535,631	544,558	553,750	562,987
County Government Annex - Risk	495-519	39,594	39,594	39,608	39,608	39,613	39,618	39,623	39,628
Indirect Costs - County Government Annex	499-519	24,000	24,000	24,000	24,000	25,000	25,000	26,000	27,000
Transfers	950-581	1,032,747	1,240,694	283,040	283,040	288,701	294,475	300,365	306,372
Budgeted Reserves - BOA Building (Operating)	990-599	-	-	31,764	32,554	-	-	-	-
<b>Total Appropriations</b>		<b>1,712,596</b>	<b>2,049,430</b>	<b>1,487,132</b>	<b>1,487,132</b>	<b>1,138,945</b>	<b>1,153,651</b>	<b>1,169,738</b>	<b>1,185,987</b>
<b>Revenues Less Appropriations</b>		<b>317,562</b>	<b>-</b>	<b>78,270</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**Notes:**

Funding is allocated for renovations, mechanical and electrical upgrades and safety improvements at the Leon County Courthouse Annex. Improvements include design for air handling unit (AHU) replacement on the 6th floor, refresh/update landscaping of property, and general building maintenance and repairs. Specific project details are located in the Capital Improvements Project Section.

The decline in lease revenue is due to the programmed expiration of leases, which may or may not be extended or renegotiated. Revenue is only contemplated when a lease is active. In addition, due to the Division of Tourism temporary relocation to the fifth floor, marketing opportunities have been reduced.

For FY 2021, the reduction in transfers is related to retirement of the Debt Service Bond Series 2012A and 2012B Fund (211) to purchase the Leon County Government Annex building. FY 2021 and out year transfers reflect utility payments to the General Fund (001).



**Leon County Fiscal Year 2021 Tentative Budget****Huntington Oaks Plaza (166)**

Fund Type: Special Revenue

This fund was established to maintain accounting for the maintenance of the Huntington Oaks Plaza purchased by the County in FY10 for the expansion of the Lake Jackson store front library and the construction of a community center. Revenue from this fund is derived from lease payments from space rentals for use in maintaining the property.

<b>Revenue Sources</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Parking Facilities	344500	1,750	-	-	-	-	-	-	-
Pool Interest Allocation	361111	6,262	-	-	-	-	-	-	-
Rents And Royalties	362000	153,461	106,991	305,200	289,940	286,140	297,018	304,713	264,813
<b>Total Revenues</b>		161,473	106,991	305,200	289,940	286,140	297,018	304,713	264,813
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Huntington Oaks Plaza	155-519	70,905	86,535	105,695	105,695	105,852	106,014	106,181	106,353
Operating									
Huntington Oaks - Risk	495-519	12,456	12,456	12,456	12,456	12,456	12,456	12,456	12,456
Indirect Costs - Huntington Oaks Plaza	499-519	6,000	8,000	10,000	10,000	10,000	11,000	11,000	11,000
Transfers	950-581	-	-	123,460	123,460	125,929	128,448	131,017	133,637
Budgeted Reserves - Huntington Oaks	990-599	-	-	38,329	38,329	31,903	39,100	44,059	1,367
<b>Total Appropriations</b>		89,361	106,991	289,940	289,940	286,140	297,018	304,713	264,813
<b>Revenues Less Appropriations</b>		72,111	-	15,260	-	-	-	-	-

Notes:

Due to the successful execution of a number of new leases, FY 2021 reflects a significant increase in anticipated rents and royalties from FY 2020. Further out-year declines are based on the expiration of current leasing agreements. It is anticipated that continued marketing efforts by the County will increase occupancy of available lease space.

**Leon County Fiscal Year 2021 Tentative Budget****Bond Series 2012A & 2012B (211)**

Fund Type: Debt Service

The Bond Series 2012A & 2012B Fund is a debt service fund established to account for the debt service associated with the Capital Improvement Revenue Bonds Series 2012A (Tax Exempt) and 2012B (Taxable). These bonds were issued to fund the acquisition of the Bank of America building and for major repairs and renovations to the existing County Courthouse facility. (This fund was changed from Bond Series 2003A & 2003B due to refinancing of the Bond with a bank loan in 2012).

<b>Revenue Sources</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Transfer From Fund 126	381126	6,298,596	6,119,519	-	-	-	-	-	-
Transfer From Fund 165	381165	777,052	957,354	-	-	-	-	-	-
<b>Total Revenues</b>		<b>7,075,648</b>	<b>7,076,873</b>	-	-	-	-	-	-
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Bond Series 2012A (Tax Exempt)	975-582	1,441,406	7,076,873	-	-	-	-	-	-
Bond Series 2012B (Taxable)	976-582	5,635,177	-	-	-	-	-	-	-
<b>Total Appropriations</b>		<b>7,076,583</b>	<b>7,076,873</b>	-	-	-	-	-	-
<b>Revenues Less Appropriations</b>		<b>(935)</b>	-	-	-	-	-	-	-

Notes:

This bank loan will be fully paid by year-end FY 2020 and this fund will be closed in FY 2021.

**Leon County Fiscal Year 2021 Tentative Budget****2017 Capital Improvement Revenue Refinancing (222)**

Fund Type: Debt Service

The Debt Series 2014 Fund is a debt service fund established to account for the debt service associated with the refinancing of the non taxable portion of the Capital Improvement Revenue Refunding Bond Series 2005 with a bank loan. The original bond was issued to fully refund the Parks and Recreation Bond Series 1998A, a portion of the Stormwater Bond Series 1997 and a portion of the Capital Improvement Revenue Bond Series 1999. The remaining taxable portion of this bond is accounted for in Fund 220.

<b>Revenue Sources</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Transfer From Fund 126	381126	453,071	492,662	3,268,180	3,268,180	3,270,062	3,271,593	3,269,753	3,270,583
<b>Total Revenues</b>		453,071	492,662	3,268,180	3,268,180	3,270,062	3,271,593	3,269,753	3,270,583
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
2014 Debt Series	979-582	494,101	492,662	3,268,180	3,268,180	3,270,062	3,271,593	3,269,753	3,270,583
<b>Total Appropriations</b>		494,101	492,662	3,268,180	3,268,180	3,270,062	3,271,593	3,269,753	3,270,583
<b>Revenues Less Appropriations</b>		(41,030)	-	-	-	-	-	-	-

Notes:

At the April 26, 2017 workshop, the Board approved the refinancing of a FY 2014 bank loan which saved \$489,075 over the life of the loan. The increased payment in FY 2021 reflects the planned increased principle payments on the loan as part of level debt service and the retirement of debt as reflected in Fund 211.

**Leon County Fiscal Year 2021 Tentative Budget****Bond Series 2020-Capital Equipment Financing (223)**

The Bond Series 2020 Fund is a debt service fund established to account for the debt service associated with the financing of the purchase of a new helicopter for the Sheriff's office. Funding for the repayment of the debt service will be split evenly between the County and the City of Tallahassee.

<b>Revenue Sources</b>	<b>Acct #</b>	<b>Actual FY 2019</b>	<b>Adopted FY 2020</b>	<b>Requested FY 2021</b>	<b>Budget FY 2021</b>	<b>Planned FY 2022</b>	<b>Planned FY 2023</b>	<b>Planned FY 2024</b>	<b>Planned FY 2025</b>
COT Capital Reimbursement	337304	-	-	130,000	130,000	130,000	130,000	130,000	130,000
Transfer From Fund 126	381126	-	-	131,757	131,757	127,731	127,689	127,645	127,601
<b>Total Revenues</b>		-	-	261,757	261,757	257,731	257,689	257,645	257,601
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	<b>Actual FY 2019</b>	<b>Adopted FY 2020</b>	<b>Requested FY 2021</b>	<b>Budget FY 2021</b>	<b>Planned FY 2022</b>	<b>Planned FY 2023</b>	<b>Planned FY 2024</b>	<b>Planned FY 2025</b>
Bond Series 2020	979-582	-	-	261,757	261,757	257,731	257,689	257,645	257,601
<b>Total Appropriations</b>		-	-	261,757	261,757	257,731	257,689	257,645	257,601
<b>Revenues Less Appropriations</b>		-	-	-	-	-	-	-	-

**Notes:**

The Bond Series 2020-Capital Equipment Financing Fund(223) was established during the FY 2020 Budget to account for the debt service payments for the Sheriff's office helicopter over the next six years, which is split funded 50/50 with the City of Tallahassee.

**Leon County Fiscal Year 2021 Tentative Budget****Capital Improvements (305)**

Fund Type: Capital Projects

The Capital Improvements Fund is a capital project fund established in support of the County's Capital Improvement Program. A major revenue source of the Capital Improvement Fund is a transfer from general revenue dollars. The fund is used to account for resources and expenditures associated with the acquisition or construction of major non-transportation related capital facilities and/or projects other than those financed by Proprietary Funds.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Pool Interest Allocation	361111	502,746	522,310	298,000	283,100	285,931	288,791	291,679	294,595
Net Incr(decr) In Fmv Of Investment	361300	657,797	-	-	-	-	-	-	-
Transfer From Fund 001	381001	3,829,624	5,107,194	3,499,171	3,499,171	5,696,403	8,867,537	8,773,939	9,005,532
Transfer From Fund 110	381110	49,200	-	-	-	-	-	-	-
Transfer From Fund 120	381120	-	350,000	471,000	471,000	381,000	381,000	381,000	381,000
Transfer From Fund 140	381140	2,293,376	2,285,764	1,622,669	1,622,669	1,601,247	1,705,125	1,777,566	1,850,674
Transfer From Fund 160	381160	404,000	-	-	-	-	-	-	-
Transfer From Fund 352	381352	-	1,593,750	2,125,000	2,125,000	2,125,000	-	-	-
Appropriated Fund Balance	399900	-	-	2,008,235	2,008,235	-	-	-	-
<b>Total Revenues</b>		<b>7,736,743</b>	<b>9,859,018</b>	<b>10,024,075</b>	<b>10,009,175</b>	<b>10,089,581</b>	<b>11,242,453</b>	<b>11,224,184</b>	<b>11,531,801</b>

Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
General Vehicle & Equipment Replacement	026003-519	28,587	246,000	300,000	300,000	408,000	558,000	525,000	525,000
Stormwater Vehicle & Equipment Replacement	026004-538	186,218	267,000	208,000	208,000	250,000	300,000	300,000	300,000
Fleet Management Shop Equipment	026010-519	12,830	-	-	-	201,447	-	30,000	-
General Government New Vehicle Requests	026018-519	-	52,000	16,160	16,160	-	-	-	-
New Stormwater Vehicle & Equipment	026020-538	62,135	-	-	-	-	-	-	-
Helicopter for Sheriff's Office	026023-521	-	130,000	-	-	-	-	-	-
J. Lee Vause Park	043001-572	23,025	130,000	-	-	-	-	-	-
Okeeheepkee Prairie Park	043008-572	13,833	-	-	-	-	-	-	-
Northeast Community Park	044001-572	95,975	-	-	-	-	-	-	-
Apalachee Regional Park	045001-572	220,799	193,405	287,550	287,550	250,000	100,000	500,000	500,000
Parks Capital Maintenance	046001-572	766,627	350,000	450,000	450,000	350,000	350,000	350,000	350,000
Playground Equipment Replacement	046006-572	41,556	175,000	-	-	150,000	-	150,000	-
New Vehicles and Equipment for Parks/Greenways	046007-572	131,493	-	5,500	5,500	274,750	-	-	-
Greenways Capital Maintenance	046009-572	198,787	150,000	250,000	250,000	250,000	250,000	250,000	250,000
Dog Parks - Unincorporated Area	046013-572	1,273	30,000	-	-	35,000	-	-	-
Chaires Park	046014-572	-	800,000	-	-	-	-	-	-
Boat Landing Improvements and Renovations	047002-572	51,633	-	-	-	-	-	-	-
N. Florida Fairgrounds Milling and Resurfacing	051009-541	-	-	-	-	-	220,000	-	-
Stormwater and Transportation Improvements	056010-541	21,031	-	-	-	-	-	-	-
Street Lights Placement in Unincorporated Areas	057013-541	95,265	-	-	-	-	-	-	-
2/3rds Tower Oaks Private Road Paving	057917-541	47,870	-	-	-	-	-	-	-
Lake Henrietta Renovation	061001-538	-	-	-	-	240,000	1,000,000	-	-
Woodside Heights FDEP Grant	061003-535	1,029,980	-	-	-	-	-	-	-
Woodville Sewer Project	062003-535	1,470	-	-	-	-	-	-	-
Belair-Annawood Septic to Sewer	062007-535	161,021	-	-	-	-	-	-	-
Faulk Drive Pond Sediment Removal	063010-538	206,041	-	-	-	-	-	-	-
Stormwater Structure Inventory and Mapping	066003-538	12,224	-	-	-	-	-	-	-

**Leon County Fiscal Year 2021 Tentative Budget****Capital Improvements (305)**

<b>Appropriations by Department/Division</b>	<b>Acct #</b>	<b>Actual FY 2019</b>	<b>Adopted FY 2020</b>	<b>Requested FY 2021</b>	<b>Budget FY 2021</b>	<b>Planned FY 2022</b>	<b>Planned FY 2023</b>	<b>Planned FY 2024</b>	<b>Planned FY 2025</b>
TMDL Compliance Activities	066004-538	98,817	-	-	-	-	-	-	-
Stormwater Pond Repairs	066026-538	113,034	100,000	50,000	50,000	100,000	100,000	100,000	100,000
Stormwater Infrastructure Preventative Maintenance	067006-538	114,914	-	-	-	-	-	-	-
Financial Hardware and Software	076001-519	95,246	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Supervisor of Elections Technology	076005-519	32,736	86,150	95,350	95,350	50,000	50,000	50,000	50,000
County Compute Infrastructure	076008-519	478,211	550,000	550,000	550,000	600,000	650,000	650,000	650,000
Geographic Information Systems	076009-539	257,683	188,280	306,000	306,000	306,000	306,000	306,000	306,000
Library Services Technology	076011-571	20,839	50,000	150,000	150,000	275,000	408,000	225,000	225,000
Permit & Enforcement Tracking System	076015-537	267,288	450,000	509,000	509,000	250,000	250,000	250,000	250,000
Courtroom Technology	076023-519	151,153	-	133,820	133,820	133,820	133,820	133,820	133,820
User Computer Upgrades	076024-519	285,157	300,000	150,000	150,000	350,000	475,000	475,000	475,000
Mobile Devices	076042-519	27,505	25,000	80,000	80,000	90,450	90,914	91,391	91,883
State Attorney Technology	076047-519	79,959	110,900	149,615	149,615	149,615	149,615	149,615	149,615
Public Defender Technology	076051-519	37,914	50,000	110,500	110,500	110,500	110,500	110,500	110,500
Geographic Information Systems Incremental Basemap Update	076060-539	298,500	298,500	298,500	298,500	298,500	298,500	298,500	298,500
Records Management	076061-519	133,149	-	-	-	-	-	-	-
E-Filing System for Court Documents	076063-519	(3,454)	-	125,000	125,000	125,000	125,000	125,000	125,000
Justice Information System (JIS) Upgrade	076065-519	-	-	-	-	-	250,000	1,000,000	1,000,000
Huntington Oaks Plaza Renovations	083002-519	9,000	-	-	-	-	-	-	-
Courtroom Minor Renovations	086007-519	34,095	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Architectural & Engineering Services	086011-519	35,454	60,000	60,000	60,000	60,000	60,000	60,000	60,000
Courthouse Security	086016-519	34,870	35,000	35,000	35,000	40,000	20,000	35,000	35,000
Common Area Furnishings	086017-519	24,541	30,000	30,000	30,000	30,000	30,000	30,000	30,000
County Government Annex	086025-519	-	-	-	-	-	-	10,000	75,000
Courthouse Renovations	086027-519	457,030	373,579	40,000	40,000	40,000	40,000	40,000	40,000
Jail Complex Maintenance	086031-523	1,927,654	1,713,500	2,860,000	2,860,000	1,667,900	1,720,000	1,350,000	1,414,500
Medical Examiner Facility	086067-527	1,511,274	-	-	-	-	-	-	-
Fleet Management Shop Improvements	086071-519	43	-	-	-	-	-	-	-

**Leon County Fiscal Year 2021 Tentative Budget****Capital Improvements (305)**

<b>Appropriations by Department/Division</b>		<b>Actual</b>	<b>Adopted</b>	<b>Requested</b>	<b>Budget</b>	<b>Planned</b>	<b>Planned</b>	<b>Planned</b>	<b>Planned</b>
<b>Department/Division</b>	<b>Acct #</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>
Building Roofing Repairs and Replacements	086076-519	245,189	889,827	650,000	650,000	915,000	595,000	395,000	370,000
Building Mechanical Repairs and Replacements	086077-519	1,191,781	935,334	416,000	416,000	713,000	723,000	711,000	951,000
Building Infrastructure Improvements	086078-519	690,120	544,425	410,180	410,180	650,000	993,060	685,000	1,212,800
Building General Maintenance and Renovations	086079-519	259,213	410,118	273,000	273,000	330,000	345,000	300,000	360,000
Sheriff Training Facility	086080-523	33,455	-	-	-	-	-	-	-
Solar Arrays on County Buildings	086081-519	-	50,000	50,000	50,000	50,000	50,000	50,000	50,000
ESCO Projects	086082-519	-	-	650,000	650,000	-	-	-	-
Serenity Cemetery Expansion	091002-519	-	-	-	-	-	170,000	170,000	-
Public Safety Complex	096016-529	132,575	-	175,000	175,000	150,000	150,000	150,000	150,000
Voting Equipment Replacement	096028-513	41,732	-	50,000	50,000	-	-	-	-
Capital Improvements	990-599	-	-	-	-	110,599	86,044	1,083,358	808,183
<b>Total Appropriations</b>		<b>12,526,351</b>	<b>9,859,018</b>	<b>10,009,175</b>	<b>10,009,175</b>	<b>10,089,581</b>	<b>11,242,453</b>	<b>11,224,184</b>	<b>11,531,801</b>
<b>Revenues Less Appropriations</b>		<b>(4,789,608)</b>	<b>-</b>	<b>14,900</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**Notes:**

The FY 2021 – FY 2025 Capital Improvement Plan is primarily focused on maintaining the County's infrastructure of buildings, roads, stormwater system, parks and fleet. During the recession, the recurring general revenue transfer to the capital program was reduced to \$0. However, through the annual budget processes, the transfer was gradually increased to \$7.4 million by FY 2020. For FY 2021, as part of the budget balancing strategies implemented in response to revenue losses associated with the COVID-19 pandemic, capital improvement projects were reduced or deferred. This allowed for the reduction in the general revenue transfer to the Capital Improvement Fund (305) by \$2.32 million. To manage the loss of this resource, capital projects were eliminated or reduced in FY 2020 to create the \$2.0 million reserve to appropriate in FY 2021. Out-years reflect the transfer of recurring general revenue to fund capital projects increasing to \$10.8 million by FY 2025.

For FY 2021, funding is allocated for building maintenance and repairs, including \$2.86 million for the Detention Center, \$287,550 for Apalachee Regional Park, new and replacement vehicles and information technology infrastructure projects. Also for FY 2021, \$650,000 is allocated as a capital contribution to support the approved energy savings contract (ESCO) for \$17 million, which will pay for the replacement of outdated and energy inefficient capital equipment.

The FY 2021 – FY 2025 Capital Improvement Plan includes the refunding of \$6.5 million in advanced payments of water quality sewer projects from the 2020 Sales Tax Extension that was allocated as match for state sewer grants.

**Leon County Fiscal Year 2021 Tentative Budget****Transportation Improvements (306)**

Fund Type: Capital Projects

The Transportation Improvement Fund is a capital project fund established to account for transportation related capital projects. Major revenue sources for the Transportation Improvement Fund include proceeds from local and state gas taxes from the Transportation Trust Fund (106). Leon County imposes a total of twelve cents in gas taxes.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Pool Interest Allocation	361111	203,341	-	-	-	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	244,378	-	-	-	-	-	-	-
Transfer From Fund 106	381106	3,344,845	1,758,708	3,396,700	3,396,700	4,285,935	3,201,595	3,727,249	3,285,956
Appropriated Fund Balance	399900	-	2,100,000	350,000	350,000	-	-	-	-
<b>Total Revenues</b>		<b>3,792,564</b>	<b>3,858,708</b>	<b>3,746,700</b>	<b>3,746,700</b>	<b>4,285,935</b>	<b>3,201,595</b>	<b>3,727,249</b>	<b>3,285,956</b>
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Public Works Vehicle & Equipment Replacement	026005-541	1,116,857	429,000	372,000	372,000	500,000	500,000	500,000	500,000
Arterial & Collector Roads	026015-541	171,435	135,200	135,200	135,200	135,200	135,200	135,200	135,200
Pavement Markings									
New Public Works Vehicles & Equipment	026022-541	85,831	-	-	-	-	-	-	-
Baum Road Drainage Improvement	054011-541	19,030	-	-	-	750,000	-	-	-
Stormwater and Transportation Improvements	056010-541	564,494	1,620,000	674,500	674,500	850,000	500,000	500,000	500,000
Public Works Design and Engineering Services	056011-541	25,914	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Sidewalk Program	056013-541	1,126,387	547,408	-	-	1,625,735	1,666,395	1,708,055	1,750,756
Intersection & Safety Improvements	057001-541	-	345,850	-	-	-	-	-	-
Miccosukee Road Bridge Replacement	057918-541	-	-	-	-	25,000	-	483,994	-
Maylor Road Stormwater Improvements	065005-538	-	481,250	2,120,000	2,120,000	-	-	-	-
Stormwater Infrastructure Preventative Maintenance	067006-538	-	200,000	345,000	345,000	300,000	300,000	300,000	300,000
<b>Total Appropriations</b>		<b>3,109,948</b>	<b>3,858,708</b>	<b>3,746,700</b>	<b>3,746,700</b>	<b>4,285,935</b>	<b>3,201,595</b>	<b>3,727,249</b>	<b>3,285,956</b>
<b>Revenues Less Appropriations</b>		<b>682,616</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

Approved at the FY 2019 budget process, the gas tax funding that was traditionally split 50/50 for sidewalk projects and general transportation maintenance was to be reallocated for two years to fix chronic flooding problems on county roads in FY 2020 and FY 2021. However, due to the COVID-19 pandemic and subsequent budget balancing strategies for FY 2021, sidewalk funding was suspended, and transportation and stormwater funding was reduced. While allocated sidewalk funding has been stopped in this fund for FY 2021, the sidewalk program still has \$1.25 million allocated in the Sales Tax Extension Fund (352) for FY 2021.

FY 2021 also reflects an increase in transfers to the Transportation Capital Fund generated from FY 2020 project reduction savings including the Stormwater Infrastructure Preventative Maintenance in FY 2020, and the Sidewalk Program and Baum Road Drainage Improvements in both FY 2020 and FY 2021. This was done as part of the budget balancing strategies for FY 2021 to support critical capital projects including Maylor Road Stormwater Improvements.



**Leon County Fiscal Year 2021 Tentative Budget****Sales Tax (308)**

Fund Type: Capital Projects

The Local Option Sales Tax Fund is a capital project fund established in accordance with a 1989 county-wide referendum, and is used to account for resources and expenditures associated with the construction of transportation and jail facility related projects. The Local Government Infrastructure Surtax includes proceeds from a One-Cent Sales Tax on all transactions up to \$5,000. Pursuant to an interlocal agreement with the City of Tallahassee, the revenue generated by the tax will be split between the County and the City. The County's share of the proceeds is equal to 52.84%, and the City's share is equal to 47.16%. The 1989 referendum approved the sales tax levy for a period of fifteen years; however, through a county-wide referendum passed in November 2000, the sales tax was extended for an additional fifteen years (Note: the extended sales tax is accounted for in Fund 309).

<b>Revenue Sources</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Pool Interest Allocation	361111	97,597	-	63,158	60,000	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	114,558	-	-	-	-	-	-	-
Appropriated Fund Balance	399900	-	300,000	-	-	-	-	-	-
<b>Total Revenues</b>		<b>212,155</b>	<b>300,000</b>	<b>63,158</b>	<b>60,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Intersection & Safety Improvements	057001-541	88,279	-	-	-	-	-	-	-
Jail Complex Maintenance	086031-523	-	300,000	60,000	60,000	-	-	-	-
<b>Total Appropriations</b>		<b>88,279</b>	<b>300,000</b>	<b>60,000</b>	<b>60,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Revenues Less Appropriations</b>		<b>123,876</b>	<b>-</b>	<b>3,158</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

## Notes:

The available interest of \$60,000 remaining in this fund will be used to support capital improvement projects at the Detention Center. The fund is currently earning interest due to the accumulated intersection and safety improvement project balance to support the reconstruction of the intersection of Blairstone Road and Old St. Augustine. The project is proceeding with design and right of way acquisition.

**Leon County Fiscal Year 2021 Tentative Budget****Sales Tax - Extension (309)**

Fund Type: Capital Projects

In November of 2000, Leon County residents approved a referendum extending the imposition of the 1 Cent Local Option Sales Tax beginning in FY 2004 for 15 years. The extension commits 80% of the revenues to Blueprint 2000 projects and will be jointly administered and funded by Leon County and the City of Tallahassee. The remaining 20% will be split evenly between the County and the City. The County's share will be used for various road, stormwater and park improvements. The Blueprint 2000 Joint Participation Agreement Revenue supports County projects funded through the County's share of the \$50 million water quality/flooding funding.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
1 Cent Sales Tax	312600	4,660,728	1,134,300	-	-	-	-	-	-
BP2000 JPA Revenue	343916	2,222,462	-	465,518	465,518	-	-	-	-
Pool Interest Allocation	361111	65,553	72,295	16,900	16,055	-	-	-	-
Net Incr(decr) In Fmv Of Investment	361300	79,621	-	-	-	-	-	-	-
<b>Total Revenues</b>		<b>7,028,364</b>	<b>1,206,595</b>	<b>482,418</b>	<b>481,573</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Open Graded Cold Mix Stabilization	026006-541	815,873	-	-	-	-	-	-	-
Fred George Park	043007-572	3,500	-	-	-	-	-	-	-
Apalachee Regional Park	045001-572	-	1,206,595	-	-	-	-	-	-
Arterial/Collector Resurfacing	056001-541	2,312,260	-	-	-	-	-	-	-
Community Safety & Mobility	056005-541	201,323	-	-	-	-	-	-	-
Woodside Heights FDEP Grant	061003-535	1,737,225	-	-	-	-	-	-	-
Lake Munson Restoration	062001-538	5,600	-	-	-	-	-	-	-
Gum Road Target Planning Area	062005-538	157,358	-	-	-	-	-	-	-
Lexington Pond Retrofit	063005-538	130,561	-	481,573	481,573	-	-	-	-
Killearn Lakes Plantation Stormwater	064006-538	314,080	-	-	-	-	-	-	-
<b>Total Appropriations</b>		<b>5,677,780</b>	<b>1,206,595</b>	<b>481,573</b>	<b>481,573</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Revenues Less Appropriations</b>		<b>1,350,584</b>	<b>-</b>	<b>845</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**Notes:**

The current 1 Cent Local Option Sales Tax expired in 2019. In November 4, 2014, Leon County residents approved a ballot initiative to extend the sales tax for another 20 years until 2039. Two new funds, 351 & 352 have been established for the new sales tax revenue beginning in FY 2020 to account for the projects that are programmed for the sales tax extension.

The remaining sales tax extension funds are derived from the remaining County share of the Blueprint water quality funding and will be used for the Lexington Pond/Fords Arm water quality improvement projects in FY 2021.

**Leon County Fiscal Year 2021 Tentative Budget****Bond Series 1999 Construction (318)**

Fund Type: Capital Projects

The Bond Series 1999 Construction Fund is a capital project fund established by proceeds from the Series 1999 Capital Improvement Revenue Bond. The fund is used to account for resources and expenditures associated with stormwater and lake projects including: Lafayette Oaks, Lake Munson Restoration, Killearn Acres, Lake Charles, Cynthia Drive, Lexington Regional SWMF, Rhoden Cove, and Munson Slough. In addition, the bond issued includes funding for a Courthouse Annex. Additional bond proceeds have been identified for other facility improvements.

<b>Appropriations by</b>		Actual	Adopted	Requested	Budget	Planned	Planned	Planned	Planned
<b>Department/Division</b>	<b>Acct #</b>	FY 2019	FY 2020	FY 2021	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Transfer to Fund 001	950-519	304	-	-	-	-	-	-	-
<b>Total Appropriations</b>		304	-	-	-	-	-	-	-
<b>Revenues Less Appropriations</b>		(304)	-	-	-	-	-	-	-

Note:

Fund will be closed at year end FY 2019.

**Leon County Fiscal Year 2021 Tentative Budget****9-1-1 Capital Projects (330)**

Fund Type: Capital Projects

The 9-1-1 Capital Projects Fund was established to support of the capital needs of the emergency communications system. Major revenue sources of the Emergency Communications Fund include proceeds transferred from the 9-1-1 Emergency Communications Fund which includes: wireless Enhanced 9-1-1 fee (50 cents/month per service subscriber) pursuant to F.S. 365.172 - 365.173; and the 9-1-1 fee (50 cents/month per service line) pursuant to F.S. 365.171(13). The fund is used to account for resources and expenditures associated with capital projects related to the provision of 9-1-1 emergency services.

<b>Revenue Sources</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Pool Interest Allocation	361111	85,562	97,375	60,600	57,570	58,146	58,727	59,314	59,907
Net Incr(decr) In Fmv Of Investment	361300	100,564	-	-	-	-	-	-	-
<b>Total Revenues</b>		186,126	97,375	60,600	57,570	58,146	58,727	59,314	59,907
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
911 Capital Projects	990-599	-	97,375	57,570	57,570	58,146	58,727	59,314	59,907
<b>Total Appropriations</b>		-	97,375	57,570	57,570	58,146	58,727	59,314	59,907
<b>Revenues Less Appropriations</b>		186,126	-	3,030	-	-	-	-	-

Notes:

Revenues are collected in the operating fund (Fund 130). Funds not utilized for operating the E 9-1-1 System are transferred to the capital fund for future expenditure on capital upgrades at year end.

**Leon County Fiscal Year 2021 Tentative Budget****Sales Tax - Extension 2020 (351)**

Fund Type: Capital Projects

In November of 2014, Leon County residents approved a referendum providing a second extension of the 1998 imposed 1-Cent Local Option Sales Tax beginning in FY 2020 for 20 years. The extension commits 80% of the revenues for Blueprint 2020 infrastructure projects, Blueprint 2020 Economic Development Programs, and Liveable Infrastructure For Everyone (L.I.F.E.) projects. The remaining 20% will be split evenly between the County and the City. The County's 10% share, accounted for in this fund, will be used for transportation resurfacing and intersection improvement projects and other statutorily authorized uses approved by the County Commission.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
1 Cent Sales Tax	312600	-	3,402,900	3,676,229	3,492,418	3,736,888	3,923,732	4,119,918	4,325,914
<b>Total Revenues</b>		-	3,402,900	3,676,229	3,492,418	3,736,888	3,923,732	4,119,918	4,325,914
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Open Graded Cold Mix Main/Resurfacing	026006-541	-	600,000	-	-	-	161,632	159,968	215,605
Arterial/Collect/Local Road Resurfacing	056001-541	-	2,802,900	3,492,418	3,492,418	3,736,888	3,762,100	3,859,950	3,960,309
Intersection and Safety Improvement	057001-541	-	-	-	-	-	-	100,000	150,000
<b>Total Appropriations</b>		-	3,402,900	3,492,418	3,492,418	3,736,888	3,923,732	4,119,918	4,325,914
<b>Revenues Less Appropriations</b>		-	-	183,811	-	-	-	-	-

## Notes:

In November 4, 2014, Leon County residents approved a ballot initiative to extend the current 1-Cent Local Option Sales Tax for another 20 years until 2039. This fund has been established for the County's 10% share of the new sales tax revenue.

For FY 2021, due to the reduction in anticipated sales tax collections from the onset of the COVID-19 pandemic, the County's 10% share of Blueprint funding is projected to be \$1.2 million less. The slight increase in revenue for FY 2021 is due to the FY 2020 budgeted amount being reflective of only 3/4 of the fiscal year since collections started in January 2020.

The 10% share supports the County's annual road resurfacing, OCGM maintenance and intersection/safety capital projects. Enough funding exists in the intersection/safety and OCGM accounts to address next year's maintenance requirements. A minor reduction will also be made to the resurfacing account for only one year. If future sales tax revenue does not grow sufficiently next year, then as part of future budget cycles, additional funding may need to be allocated to the resurfacing account.

**Leon County Fiscal Year 2021 Tentative Budget****Sales Tax - Extension 2020 JPA Agreement (352)**

Fund Type: Capital Projects

In November 2014, Leon County residents approved a referendum providing a second extension of the 1-Cent Local Option Sales Tax beginning in FY 2020 for 20 years. The extension commits 80% of the revenues for Blueprint 2020 infrastructure projects, and will be jointly administered and funded by Leon County and the City of Tallahassee. The Blueprint 2020 Joint Participation Agreement Revenue supports County projects funded through the County's share of the sales tax extension. The BP 2020 JPA revenue, accounted for in the fund, will be used for Water Quality and Stormwater, and Sidewalks. The fund also accounts for the 2% portion of the fund dedicated to Liveable Infrastructure For Everyone (L.I.F.E.) projects.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
LIFE Revenue	312601	-	680,580	764,053	725,850	747,630	770,060	725,000	791,950
BP2000 JPA Revenue	343916	-	2,906,250	3,875,000	3,875,000	3,875,000	3,875,000	3,875,000	3,875,000
<b>Total Revenues</b>		-	3,586,830	4,639,053	4,600,850	4,622,630	4,645,060	4,600,000	4,666,950
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Sidewalk Program	056013-541	-	937,500	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000	1,250,000
Woodville Sewer Project	062003-535	-	-	-	-	-	2,125,000	2,125,000	2,125,000
L.I.F.E. Rural Road Safety Stabilization	091003-541	-	175,000	100,000	100,000	100,000	100,000	100,000	100,000
L.I.F.E. Miccosukee Sense of Place	091004-519	-	255,580	185,550	200,850	197,630	205,060	-	341,950
L.I.F.E. Street Lighting	091005-541	-	125,000	100,000	100,000	100,000	100,000	100,000	100,000
L.I.F.E. Fire Safety Infrastructure	091006-529	-	-	125,000	-	-	125,000	-	125,000
L.I.F.E. Boat Landing Enhancements & Upgrades	091007-572	-	125,000	125,000	125,000	-	125,000	125,000	125,000
L.I.F.E. Stormwater and Flood Relief	091009-538	-	-	-	-	-	115,000	400,000	-
L.I.F.E. Recreational Amenities	091010-572	-	-	-	200,000	350,000	-	-	-
Transfers	950-581	-	1,968,750	2,625,000	2,625,000	2,625,000	500,000	500,000	500,000
<b>Total Appropriations</b>		-	3,586,830	4,510,550	4,600,850	4,622,630	4,645,060	4,600,000	4,666,950
<b>Revenues Less Appropriations</b>		-	-	128,503	-	-	-	-	-

**Notes:**

In November 4, 2014, Leon County residents approved a ballot initiative to extend the current 1-Cent Local Option Sales Tax for another 20 years until 2039. This fund has been established to account for the 2% sales tax share dedicated to L.I.F.E. program, and the County's share of the Blueprint JPA revenue.

For FY 2021, due to the reduction in anticipated sales tax collections from the onset of the COVID-19 pandemic, the County's share of L.I.F.E funding is projected to have a reduction of \$208,950 in FY 2021. The slight increase in revenue for FY 2021 is due to the FY 2020 budgeted amount being reflective of only 3/4 of the fiscal year since collections started in January 2020. Over the next five years, L.I.F.E revenues are projected to be \$1.1 million lower than originally projected and the projects were adjusted accordingly as presented at the July 14, 2020 budget workshop. Additionally, the Blueprint JPA revenue is consistent in FY 2021 and the out-years since this is a lump sum payment from Blueprint as specified in the interlocal agreement.

## Leon County Fiscal Year 2021 Tentative Budget

## Solid Waste (401)

Fund Type: Enterprise

The Solid Waste Fund is an enterprise fund established in support of the County's waste management programs. Major revenue sources for the Solid Waste Operations Fund include the Non-Ad Valorem Assessment, and Transfer Station Tipping Fees. The fund is used to account for resources and expenditures related to the operation of the County Solid Waste Management Facility and the provision of the County Waste Management program.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Solid Waste	313700	311,644	226,261	313,826	298,135	307,079	316,291	325,780	335,553
Waste Disposal Special Assessment	319150	1,514,887	1,497,162	1,585,904	1,506,609	1,517,155	1,527,776	1,538,470	1,549,239
Delinquent Assessments-2011	319211	234	-	-	-	-	-	-	-
Delinquent Assessments 2012	319212	22	-	-	-	-	-	-	-
Delinquent Assessments 2013	319213	356	-	-	-	-	-	-	-
Delinquent Assessments-2014	319214	1,025	-	-	-	-	-	-	-
Delinquent Assessments-2015	319215	560	-	-	-	-	-	-	-
Delinquent Assessments-2016	319216	1,416	-	-	-	-	-	-	-
Delinquent Assessments-2017	319217	3,264	-	-	-	-	-	-	-
Operating Income - Class I	343410	87,029	-	-	-	-	-	-	-
Transfer Station Receipts	343411	7,980,772	7,177,108	11,070,359	10,516,841	10,832,347	11,157,317	11,492,036	11,836,797
Marpan Administrative Fee	343412	-	9,503	10,003	9,503	9,503	9,503	9,503	9,503
Marpan Class III Residuals	343413	1,170,546	993,071	1,310,623	1,245,092	1,257,543	1,270,118	1,282,819	1,295,647
Operating Income - Tires	343415	45,435	52,158	53,535	50,858	51,215	51,573	51,934	52,298
Operating Income - Electronics	343416	3,961	4,912	3,989	3,790	3,816	3,843	3,869	3,896
Operating Income - Yard Trash Clean	343417	253,351	148,599	157,514	149,638	150,686	151,741	152,804	153,872
Operating Income - Yard Trash	343418	(8,298)	35,652	37,791	35,901	36,152	36,406	36,661	36,917
Operating Income - Landfill Yard Trash Bagged	343420	260	215	237	225	227	229	230	232
Resource Recovery (metals, etc)	343451	88,423	73,789	-	-	-	-	-	-
Hazardous Waste	343453	44,802	27,908	26,698	25,363	25,541	25,719	25,900	26,081
Recycling Promotional Services	343461	70,000	35,300	35,300	33,535	33,535	33,535	33,535	33,535
Rural Waste Services Center Permit	343462	141,964	-	-	-	-	-	-	-
Recyclable Materials	343463	-	75,712	-	-	-	-	-	-
Interest Income - Investment	361110	235,374	-	-	-	-	-	-	-
Pool Interest Allocation	361111	45,834	132,905	174,633	165,901	167,560	169,236	170,928	172,637
Net Incr(decr) In Fmv Of Investment	361300	353,635	-	-	-	-	-	-	-
Rents And Royalties	362000	13,624	15,565	13,719	13,033	13,124	13,216	13,309	13,402
Equipment Buyback	364100	-	50,000	216,000	205,200	-	-	-	-
Other Scrap Or Surplus	365900	4,550	25,481	4,582	4,353	4,383	4,414	4,445	4,475
Transfer From Fund 001	381001	40,244	-	-	-	-	-	-	-
Transfer From Fund 126	381126	453,502	1,017,985	1,436,815	1,436,815	1,464,824	1,477,388	1,489,036	1,499,665
<b>Total Revenues</b>		<b>12,858,418</b>	<b>11,599,286</b>	<b>16,451,528</b>	<b>15,700,792</b>	<b>15,874,690</b>	<b>16,248,305</b>	<b>16,631,259</b>	<b>17,023,749</b>
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Landfill Improvements	036002-534	59,022	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Solid Waste Facility Heavy Equip. & Vehicle Replacement	036003-534	714	15,000	388,000	388,000	40,000	40,000	40,000	40,000
Transfer Station Heavy Equip Replacement	036010-534	290,903	111,545	436,000	436,000	165,000	200,000	200,000	200,000
HHW Collection Center	036019-534	13,767	-	-	-	-	-	-	-
Transfer Station Improvements	036023-534	15,897	150,852	150,852	150,852	150,852	150,852	150,852	150,852
Rural/Hazardous Waste Vehicle and Equipment Replacement	036033-534	349,889	-	-	-	313,000	-	-	-
Pre-Fabricated Buildings	036041-534	5,995	-	-	-	-	-	-	-

**Leon County Fiscal Year 2021 Tentative Budget****Solid Waste (401)**

<b>Appropriations by Department/Division</b>	<b>Acct #</b>	<b>Actual FY 2019</b>	<b>Adopted FY 2020</b>	<b>Requested FY 2021</b>	<b>Budget FY 2021</b>	<b>Planned FY 2022</b>	<b>Planned FY 2023</b>	<b>Planned FY 2024</b>	<b>Planned FY 2025</b>
Hazardous Waste Vehicle and Equipment Replacement	036042-534	-	-	-	-	48,000	-	-	-
Capital Landfill Closure	036043-534	4,909,453	-	-	-	-	-	-	-
New Solid Waste Vehicles & Equipment	036044-534	-	-	40,200	40,200	-	-	-	-
Yard Waste	416-534	290,138	388,181	404,393	403,564	417,441	430,917	448,893	467,405
Rural Waste Service Centers	437-534	694,734	680,923	748,059	742,376	760,207	772,690	785,524	798,719
Transfer Station Operations	441-534	9,015,184	8,315,757	11,073,832	11,068,224	11,558,895	12,067,228	12,599,983	13,158,347
Solid Waste Management Facility	442-534	545,769	454,849	542,674	540,975	547,406	552,263	557,265	562,399
Hazardous Waste	443-534	677,867	722,619	736,516	735,726	742,596	748,855	755,301	761,935
MIS Automation - Solid Waste Fund	470-534	24,044	-	27,770	27,770	27,770	27,770	27,770	27,770
Solid Waste - Risk	495-534	20,385	20,752	20,057	20,057	20,176	20,296	20,418	20,541
Indirect Costs - Solid Waste	499-534	583,000	600,000	577,000	577,000	594,000	612,000	631,000	649,000
Tax Collector	513-586	30,409	33,598	34,606	34,606	35,644	36,713	36,713	36,713
Transfers	950-581	82,435	85,210	65,670	65,670	66,983	68,323	69,689	71,083
Budgeted Reserves - Solid Waste Fund	990-599	-	-	449,772	449,772	366,720	500,398	287,851	58,985
<b>Total Appropriations</b>		<b>17,609,606</b>	<b>11,599,286</b>	<b>15,715,401</b>	<b>15,700,792</b>	<b>15,874,690</b>	<b>16,248,305</b>	<b>16,631,259</b>	<b>17,023,749</b>
<b>Revenues Less Appropriations</b>		<b>(4,751,188)</b>	<b>-</b>	<b>736,127</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**Notes:**

The Solid Waste fund is an enterprise fund and is supported by an assessment and tipping fees collected at the Transfer Station. During the FY 2020 budget process, the Board adopted a multi-year fiscal plan that reallocates \$4.1 million in FY 2021 debt services savings to avoid future tax and fee increases. The plan allowed for the elimination of the rural waste center collection fees and avoids the need to raise the non-ad valorem assessment. For FY 2021, the plan called for the reallocation of a portion of debt service savings to the solid waste fund. The general revenue transfer to solid waste to support recycling, the rural waste collection centers, and the non-ad valorem assessment increased by \$433,439.

FY 2021 capital funding is included for Landfill Improvements, Transfer Station Improvements, various vehicle and heavy equipment replacements.



**Leon County Fiscal Year 2021 Tentative Budget****Insurance Service (501)**

Fund Type: Internal Services

The Insurance Service Fund is an internal service fund established in support of general County operations. Major revenue sources of the Insurance Service Fund include proceeds from interdepartmental billings. The fund is used to account for resources and expenditures associated with assessed premiums, claims, and administration of the County's Risk Management Program related to auto and property liability, workers' compensation, and other types of insurance.

<b>Revenue Sources</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Pool Interest Allocation	361111	119,399	42,180	18,947	18,000	18,000	18,000	18,000	18,000
Net Incr(decr) In Fmv Of Investment	361300	137,602	-	-	-	-	-	-	-
Refund Of Prior Year Expenses	369300	3,001	-	-	-	-	-	-	-
Transfer From Fund 145	381145	42,665	40,200	46,100	46,100	46,561	47,027	47,497	47,972
Vehicle Insurance	396100	295,909	320,491	364,191	364,191	367,832	371,510	375,225	378,977
General Liability	396200	497,178	540,535	558,014	558,014	563,594	569,230	574,922	580,671
Aviation Insurance	396300	36,906	46,500	40,100	40,100	40,501	40,906	41,315	41,728
Property Insurance	396400	886,963	744,056	776,770	776,770	784,538	792,383	800,307	808,310
Workers Compensation Insurance	396600	1,860,377	2,069,722	2,289,337	2,289,337	2,312,230	2,335,353	2,358,706	2,382,294
<b>Total Revenues</b>		<b>3,880,000</b>	<b>3,803,684</b>	<b>4,093,459</b>	<b>4,092,512</b>	<b>4,133,256</b>	<b>4,174,409</b>	<b>4,215,972</b>	<b>4,257,952</b>
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Risk Management	132-513	204,743	206,993	213,374	212,584	217,089	220,909	224,842	228,891
MIS Automation-Risk Fund	470-513	223	257	245	245	245	245	245	245
Insurance Service - Risk	495-596	-	465	461	461	466	471	476	481
Indirect Costs - Insurance Service	499-596	32,000	40,000	31,000	31,000	32,000	33,000	34,000	35,000
Workers' Comp Risk Management	821-596	3,440,216	3,538,278	3,842,403	3,842,403	3,879,026	3,916,017	3,953,377	3,987,631
Budgeted Reserves - Insurance Service	990-599	-	17,691	5,029	5,819	4,430	3,767	3,032	5,704
<b>Total Appropriations</b>		<b>3,677,182</b>	<b>3,803,684</b>	<b>4,092,512</b>	<b>4,092,512</b>	<b>4,133,256</b>	<b>4,174,409</b>	<b>4,215,972</b>	<b>4,257,952</b>
<b>Revenues Less Appropriations</b>		<b>202,818</b>	<b>-</b>	<b>947</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Notes:

For FY 2021, reflects an increase in the in funding for the County's self insurance for workers' compensation claims.

**Leon County Fiscal Year 2021 Tentative Budget****Communications Trust (502)**

Fund Type: Internal Services

The Communications Trust Fund is an internal service fund established to account for the resources and expenditures associated with the County's communication network, which includes the telephone and internet systems. The individual departments and agencies are assessed based on the number of internet connections, data lines, and telephone usage within their individual areas.

<b>Revenue Sources</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Pool Interest Allocation	361111	5,842	-	-	-	-	-	-	-
Departmental Billings	394000	757,860	782,957	902,125	902,125	911,146	920,256	929,460	938,754
Departmental Billings - MIS Automation	394200	153,092	177,784	466,061	466,061	470,722	475,429	480,184	484,985
Appropriated Fund Balance	399900	-	396,427	-	-	-	-	-	-
<b>Total Revenues</b>		916,793	1,357,168	1,368,186	1,368,186	1,381,868	1,395,685	1,409,644	1,423,739
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Communications Trust	900-590	1,054,355	1,357,168	1,368,186	1,368,186	1,381,868	1,395,685	1,409,644	1,423,739
<b>Total Appropriations</b>		1,054,355	1,357,168	1,368,186	1,368,186	1,381,868	1,395,685	1,409,644	1,423,739
<b>Revenues Less Appropriations</b>		(137,562)	-	-	-	-	-	-	-

Notes:

**Leon County Fiscal Year 2021 Tentative Budget****Motor Pool (505)**

Fund Type: Internal Services

The Motor Pool Fund is an internal service fund established to account for the costs associated with operating and maintaining the County's fleet of vehicles and heavy equipment. This internal service fund generates its revenues from direct billings by the Fleet Management Department to other departmental users. Fuel purchased by the Fleet Management Department is supplied to departmental users at cost plus a minor surcharge. Repairs and maintenance performed by the Fleet Management Department are charged to users at the costs of parts plus an applicable shop rate.

<b>Revenue Sources</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Departmental Billings - Fleet	394100	1,892,141	1,467,361	1,621,702	1,621,702	1,637,581	1,647,387	1,656,768	1,665,686
Gas And Oil Sales	395100	1,069,653	1,435,895	1,463,620	1,463,620	1,478,257	1,493,040	1,507,970	1,523,049
<b>Total Revenues</b>		<b>2,961,794</b>	<b>2,903,256</b>	<b>3,085,322</b>	<b>3,085,322</b>	<b>3,115,838</b>	<b>3,140,427</b>	<b>3,164,738</b>	<b>3,188,735</b>
<b>Appropriations by Department/Division</b>	<b>Acct #</b>	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Fleet Maintenance	425-591	2,939,417	2,891,643	3,079,266	3,073,578	3,104,053	3,128,600	3,152,869	3,176,823
MIS Automation - Motor Pool Fund	470-519	1,884	2,198	2,315	2,315	2,315	2,315	2,315	2,315
Fleet Maintenance - Risk	495-591	9,415	9,415	9,429	9,429	9,470	9,512	9,554	9,597
<b>Total Appropriations</b>		<b>2,950,716</b>	<b>2,903,256</b>	<b>3,091,010</b>	<b>3,085,322</b>	<b>3,115,838</b>	<b>3,140,427</b>	<b>3,164,738</b>	<b>3,188,735</b>
<b>Revenues Less Appropriations</b>		<b>11,077</b>	<b>-</b>	<b>(5,688)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**Notes:**

The increase includes funding for a contract increase related to vehicle monitoring software to track and improve fuel efficiency, and a slight increase in the diesel fuel budget due to the increase in consumption.

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 129.03, has received and examined the Fiscal Year 2020/2021 tentative budget; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation with Leon County has been certified by the County Property Appraiser to the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit as \$18,790,832,510; and

WHEREAS, the Board of County Commissioners for the Taxing Unit of Leon County, Florida, pursuant to Florida Statute 200.065, has computed a proposed millage rate necessary to fund the tentative Emergency Medical Services Municipal Service Taxing Unit budget other than the portion of the budget to be funded from sources other than this ad valorem tax; and

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, pursuant to Florida Statute 200.065, has advised the County Property Appraiser of its proposed millage rate, of its rolled-back rate, and of the date, time, and virtual place and method at which a public hearing would be held to consider the proposed millage rate; and

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, pursuant to Florida Statute 200.065, has held a public hearing on September 15, 2020 for the purpose of hearing requests and complaints from the public regarding the proposed tax levies;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, that:

The Fiscal Year 2020/2021 tentative aggregate millage rate is 8.8144 mills (*0.5000 mills – Emergency Medical Services MSTU and 8.3144 mills – Countywide*), which is above the rolled-back rate of 8.6768 by 1.59%.

Adopted this 15<sup>th</sup> day of September, 2020.

LEON COUNTY, FLORIDA

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

Bryan Desloge, Chair  
Board of County Commissioners

ATTEST:

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

BY: \_\_\_\_\_  
Gwendolyn Marshall, Clerk

APPROVED AS TO FORM:

Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

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

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the Board of County Commissioners of Leon County, Florida, pursuant to Florida Statute 129.03, has received and examined the Fiscal Year 2020/2021 tentative budget; and

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, pursuant to Florida Statute 200.065, has advised the County Property Appraiser of its proposed millage rate, of its rolled-back rate, and of the date, time and, virtual place and method at which a public hearing would be held to consider the tentative budget; and

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, pursuant to Florida Statute 200.065, has held a public hearing on September 15, 2020 for the purpose of hearing requests and complaints from the public regarding the tentative budget; and

WHEREAS, the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, set forth the appropriations and revenue estimate, attached hereto as Exhibit A, for the tentative Emergency Medical Services Municipal Service Taxing Unit budget for Fiscal Year 2020/2021 for the amount of \$23,350,669;

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners for the Emergency Medical Services Municipal Service Taxing Unit of Leon County, Florida, that:

The Fiscal Year 2020/2021 tentative Emergency Medical Services Municipal Service Taxing Unit (Fund 135) budget be adopted by fund as it appears in the attached Exhibit A.

Adopted this 15<sup>th</sup> day of September, 2020.

LEON COUNTY, FLORIDA

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

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

BY: \_\_\_\_\_  
Gwendolyn Marshall, Clerk

APPROVED AS TO FORM:  
Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

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

# EXHIBIT A

## Leon County Fiscal Year 2021 Tentative Budget

## Emergency Medical Services MSTU (135)

Fund Type: Special Revenue

The Emergency Medical Services MSTU Fund is a special revenue fund established in FY 2004 for emergency medical and transport services. The primary revenue sources are transport fees paid primarily by medical insurance, Medicare and the Emergency Medical Services Municipal Services Taxing Unit.

Revenue Sources	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
MSTU Ad Valorem	311130	7,994,652	8,372,157	9,395,416	8,925,645	9,438,870	9,910,813	10,356,800	10,822,856
Delinquent Taxes 2004	311204	-	-	-	-	-	-	-	-
Delinquent Taxes 2007	311207	-	-	-	-	-	-	-	-
Delinquent Taxes 2008	311208	8	-	-	-	-	-	-	-
Delinquent Taxes 2009	311209	-	-	-	-	-	-	-	-
Delinquent Taxes - 2010	311210	3	-	-	-	-	-	-	-
Delinquent Taxes 2011	311211	526	-	-	-	-	-	-	-
Delinquent Taxes 2012	311212	478	-	-	-	-	-	-	-
Delinquent Taxes 2013	311213	463	-	-	-	-	-	-	-
Delinquent Taxes - 2014	311214	717	-	-	-	-	-	-	-
Delinquent Taxes-2015	311215	(759)	-	-	-	-	-	-	-
Delinquent Taxes-2016	311216	521	-	-	-	-	-	-	-
Delinquent Taxes-2017	311217	4,854	-	-	-	-	-	-	-
Building Permits	322000	(224)	-	-	-	-	-	-	-
Ambulance Fees	342600	11,295,452	10,493,130	11,292,518	10,727,892	10,942,450	11,161,298	11,384,525	11,612,215
Medicaid - Ambulance Fees	342601	217,032	200,000	210,526	200,000	200,000	200,000	200,000	200,000
Special Events	342604	327,311	252,130	261,885	248,791	256,229	263,916	271,781	279,989
Patient Transports	342605	21,377	21,850	697,700	662,815	662,815	662,815	662,815	662,815
Medicaid - Fee for Service	342607	-	-	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
Pool Interest Allocation	361111	143,666	153,900	97,800	92,910	93,839	94,778	95,726	96,683
Net Incr(decr) In Fmv Of Investment	361300	91,906	-	-	-	-	-	-	-
Other Scrap Or Surplus	365900	17,100	-	-	-	-	-	-	-
Contributions And Donations	366000	3,449	-	-	-	-	-	-	-
Other Miscellaneous Revenue	369900	7,875	-	-	-	-	-	-	-
Transfer From Fund 001	381001	-	-	792,616	792,616	2,000,000	2,000,000	2,000,000	2,000,000
Transfer From Fund 140	381140	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Appropriated Fund Balance	399900	-	1,315,221	-	-	-	-	-	-
<b>Total Revenues</b>		<b>20,326,407</b>	<b>21,008,388</b>	<b>24,448,461</b>	<b>23,350,669</b>	<b>25,294,203</b>	<b>25,993,620</b>	<b>26,671,647</b>	<b>27,374,558</b>
Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Emergency Medical Services Vehicle & Equipment Replacement	026014-526	687,390	1,302,000	1,230,000	1,230,000	1,275,000	1,500,000	1,580,000	1,580,000
New Emergency Medical Services Vehicle & Equipment	026021-526	196,224	-	-	-	-	300,000	-	300,000
Emergency Medical Services Technology	076058-526	33,075	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Emergency Medical Services	185-526	17,880,477	18,049,763	20,440,177	20,336,869	20,690,231	21,709,903	21,276,255	22,265,633
MIS Automation - EMS Fund	470-526	14,053	-	17,375	17,375	17,375	17,375	17,375	17,375
EMS - Risk	495-526	63,230	63,230	67,722	67,722	68,313	68,910	69,513	70,122
Indirect Costs - EMS	499-526	1,281,000	1,406,000	1,408,000	1,408,000	1,450,000	1,494,000	1,539,000	1,585,000
Tax Collector	513-586	156,149	162,395	162,395	162,395	162,395	162,395	162,395	162,395

## Leon County Fiscal Year 2021 Tentative Budget

## Emergency Medical Services MSTU (135)

Appropriations by Department/Division	Acct #	Actual FY 2019	Adopted FY 2020	Requested FY 2021	Budget FY 2021	Planned FY 2022	Planned FY 2023	Planned FY 2024	Planned FY 2025
Budgeted Reserves - EMS Fund	990-599	-	-	-	103,308	1,605,889	716,037	2,002,109	1,369,033
<b>Total Appropriations</b>		20,311,598	21,008,388	23,350,669	23,350,669	25,294,203	25,993,620	26,671,647	27,374,558
<b>Revenues Less Appropriations</b>		14,809	-	1,097,792	-	-	-	-	-

## Notes:

A 6.78% increase in property valuations generated increased ad valorem revenue for this fund. During the FY 2020 budget process, the Board adopted a multi-year fiscal plan that allocated \$4.1 million in FY 2021 debt services savings to avoid future tax and fee increases. The plan allowed for the avoidance of raising fees related to Emergency Medical Services. However, due to the revenue loss related to the COVID-19 pandemic, the FY 2021 plan has been adjusted. For FY 2021, the plan called for the reallocation of debt service to the EMS fund at \$2.0 million. The EMS expenses and revenues did not require the entire \$2.0 million in general revenue to support this program. Instead, additional Medicaid funding in the amount of \$1.5 million has been provided to EMS for transports through the Agency for Health Care Administration. To balance the fund, \$792,616 in general revenue was transferred to the EMS Fund.

Additionally, for FY 2021, funding is included for one and a half crews for Emergency Medical Services (EMS) to meet the demand of increased call volumes. The full crew expenses will be offset and paid by hospital transport fees from Capital Regional Medical Center to address off-site emergency room hospital transports.

For the out years, FY 2023 and FY 2025, funding is allocated for an additional crew, ambulances, vehicles and equipment as needed to meet service demands.



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #30**

# Leon County Board of County Commissioners

## Agenda Item #30

September 15, 2020

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

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

**Title:** First and Only Public Hearing to Approve the Resolution Adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll and Certification of the Entire Roll to the Tax Collector

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

### **Statement of Issue:**

As required by Florida Statutes, this Public Hearing provides for the adoption of an assessment roll for all properties being assessed for the first time, and certification of the entire assessment roll for Fire Rescue Services.

### **Fiscal Impact:**

This item has a fiscal impact. The total estimated collection for the unincorporated area of the Fire Rescue Services Assessment is \$8,939,633, of which \$2,969,518 will be placed on property tax bills as an assessment for FY 2021. The remaining amount (\$5,970,145) will be collected by the City of Tallahassee through the City utility bill and quarterly billing.

### **Staff Recommendation:**

Option #1: Conduct the first and only public hearing and approve the proposed Resolution adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll (Attachment #1) and authorize the certification of the entire Roll to the Tax Collector (Attachment #2).

## **Report and Discussion**

### **Background:**

As required by Florida Statutes, this Public Hearing provides for the adoption of a Fire Rescue Services assessment roll for all properties being assessed for the first time, and certification of the entire assessment roll to the Tax Collector.

In July 2013, the County and City negotiated a comprehensive amendment to the Interlocal Agreement for purposes of administering and funding the provision of fire suppression, fire prevention, and emergency medical services on a countywide basis. Regarding the fire rescue charge, the County focused on providing future rate certainty and a level of fiscal constraint on the possible growth in the fire rescue charge. To accomplish this, the Agreement provides, in pertinent part:

- For FY 2015 the rate remained unchanged; this had the effect of having a constant rate for a total of six years;
- Beginning in FY 2016, for five years, the single-family dwelling unit fire rescue charge rate cannot increase more than 15% in total over the five years; and,
- The multiyear fiscal plan approved during the FY 2020 budget process anticipated using a portion of debt service savings to pay for the expected increased costs of fire services beginning in FY 2021. However, subsequent to the fiscal impacts of COVID-19 and working with the City, no increase in the fire service fee is being considered for FY 2021. As presented as part of the FY 2021 Budget Workshop, an increase in the cost of fire services will be considered as part of the FY 2022 budget process.

The Board formally adopted the Fourth Amendment to the Fire and Emergency Services Interlocal Agreement at the May 26, 2015 meeting, which included the second term fire services study and the associated rate resolution.

In accordance with the Governor's Executive Order 20-69, Emergency Management – COVID – Local Government Public Meetings, as extended by Executive Orders 20-112, 20-123, 20-139 and 20-150, and as extended and amended by Executive Order 20-179, allowing for certain public meetings by communications media technology and consistent with the Center for Disease Control's (CDC) recommendations, the public hearing will be held using communications media technology. The Zoom teleconference platform shall be the communications media technology used at the public hearing. Citizens will access the Zoom teleconference platform audio feature by dialing (929) 205-6099 or (301) 715-8592, and by entering Webinar ID No. 940 4581 3270. Please note that Board of County Commissioners Policy 0105, Article IX., Section E., entitled "Addressing the Commission", and Article IX., Section F., entitled "Decorum", shall remain in full force and effect. The public hearing will also be broadcast in real time on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, and the County's Facebook page and YouTube channel.

Due to the closure of the Courthouse and the Board meeting being held using communications media technology, the proposed assessment roll cannot be made available for public inspection at the County Administration offices located on the fifth floor of the County Courthouse as was the practice in prior years. In addition, the proposed roll has not been attached to this item due to the voluminous nature thereof. However, a link to the County's website has been created to review the proposed roll at <https://leoncountyfl.gov/specialassessment>. The assessment roll contains the name of the owner, the parcel identification number, the parcel address, and the amount of the assessment. Written comments and objections filed by affected property owners, if any, have been compiled and likewise have been made available for public inspection on the County's website.

**Analysis:**

Under Section 197.3632(9), Florida Statutes, special assessments may be placed on the annual property tax bill as a non-ad valorem assessment irrespective of whether the assessment has previously been collected by another method. The County has utilized the uniform method for collecting stormwater and solid waste non-ad valorem assessments, as well as to collect assessments related to 2/3 paving and sewer projects.

The County primarily collects the Fire Rescue Services assessment in three ways: City Utility invoice, quarterly direct bill by the City, and the property tax bill. For FY 2021, an additional 1,365 property owners will have the assessment removed from the quarterly payment system and added to their property tax bill. Of the property owners initially on the quarterly billing method, 13,390, or 67% have now moved to the property tax bill. These property owners either preferred to pay the assessment on their property tax bill or failed to remain current with the quarterly bills. The total estimated collection for the unincorporated area for the FY 2021 Fire Assessment is \$8,939,633; this includes \$5,970,145 collected by the City through utility bills and properties remaining on quarterly billing, and \$2,969,518 as an assessment on property tax bills.

In accordance with the requirements of Section 197.3632(4)(b), Florida Statutes, the public hearing notice was published in the Tallahassee Democrat regarding to the Non-ad Valorem Assessment for Fire Rescue Services, and a first-class mail notice was sent to 1,365 property owners subject to the non-ad valorem assessment for fire rescue services for the first time, and/or who have failed to pay the assessment under the billing services provided by the City of Tallahassee (Attachment #3).

The proposed Resolution adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll for all properties subject to the assessment for the first time (Attachment #1), and the Certificate to the Assessment Roll to the Tax Collector (Attachment #2), are included for the Board's consideration.

Not adopting the Non-ad Valorem Assessment Roll for Fire Rescue Services will create a budget impact in the amount of \$8,939,663 for FY 2021.

**Options:**

1. Conduct the first and only public hearing and approve the proposed Resolution adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll (Attachment #1) and authorize the certification of the entire Roll to the Tax Collector (Attachment #2).
2. Conduct the first and only public hearing and do not approve the proposed Resolution adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll.  
*(This action would require changes to the FY 2021 proposed budget.)*
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Proposed Resolution adopting the Fire Rescue Services Non-Ad Valorem Assessment Roll
2. Certificate of entire Fire Rescue Services Non-Ad Valorem Assessment Roll to Tax Collector
3. Notice of Public Hearing

**LEON COUNTY RESOLUTION NO. R2020-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
LEON COUNTY, FLORIDA, ADOPTING THE FIRE RESCUE SERVICES  
NON-AD VALOREM ASSESSMENT ROLL; PROVIDING FOR  
CERTIFICATION OF THE ROLL TO THE TAX COLLECTOR; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, on February 26, 2009, Leon County and the City of Tallahassee entered into an Interlocal Agreement for the provision of fire suppression, fire prevention and emergency medical services county-wide commencing October 1, 2009; and

**WHEREAS**, the Interlocal Agreement by and between Leon County and the City of Tallahassee provides for the funding and payment of *Fire Rescue Services* by means of the levy and collection of special assessments upon benefited property; and

**WHEREAS**, on March 19, 2009, the Board of County Commissioners enacted an ordinance amending Chapter 7, Leon County Code of Laws, relating to the provision and funding of *Fire Rescue Services*; and

**WHEREAS**, on May 26, 2015, the Board of County Commissioners adopted a *Fire Rescue Assessment Rate Resolution* levying and imposing upon each improved parcel of nongovernmental property located within the unincorporated area of the County an assessment in an amount found to be reasonably related to the cost of providing *Fire Rescue Services* to such property and thereby providing an equitably corresponding special benefit to such property; and

**WHEREAS**, pursuant to section 197.3632, Florida Statutes, the Board of County Commissioners has reviewed the fire rescue services non-ad valorem assessment roll for conformity with the *Fire Rescue Assessment Rate Resolution*; and

**WHEREAS**, the Board wishes to approve and adopt the fire rescue services non-ad valorem assessment roll and to certify the roll for collection to the Tax Collector; and

**WHEREAS**, Leon County has provided notice of a public hearing at least twenty days prior to same by first class United States mail and by publication in the *Tallahassee Democrat* advising that a public hearing would take place.

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:**

**Section 1. Recitals.**

The Recitals to this Resolution are incorporated herein and made a part hereon as if fully set forth below.

1  
2 **Section 2. Definitions.**  
3

4 For purposes of this Resolution, the definitions contained in section 7-39, Leon County Code  
5 of Laws, are incorporated herein by reference.  
6

7 **Section 3. Adoption of Non-Ad Valorem Assessment Roll.**  
8

9 Pursuant to section 197.3632, Florida Statutes, Leon County hereby approves and adopts the  
10 fire rescue services non-ad valorem assessment roll, which is attached hereto as Exhibit 2 and  
11 incorporated herein as if fully set forth below.  
12

13 **Section 4. Unit of Measurement for Non-Ad Valorem Assessment.**  
14

15 The unit of measurement for the fire rescue services non-ad valorem assessment is as set forth  
16 in the *Fire Rescue Assessment Rate Resolution*, R15-20, which is attached hereto as Exhibit 1, and  
17 incorporated herein as if fully set forth below. The amount of the fire rescue services assessment for  
18 each subject parcel of property is as further set forth in Exhibit 2, also attached hereto and incorporated  
19 herein as if fully set forth below. The *Fire Rescue Assessment* shall be and is hereby imposed annually  
20 commencing October 1, 2015, and continuing each year thereafter until such time as changed or  
21 discontinued by the Board.  
22

23 **Section 5. Certification of Non-Ad Valorem Assessment Roll to Tax Collector.**  
24

25 The fire rescue services non-ad valorem assessment roll is hereby certified to the Tax Collector  
26 for collection in accordance with Florida law.  
27

28 **Section 6. Effective Date.**  
29

30 This resolution shall have effect upon adoption.  
31

32 DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County,  
33 Florida, this 15<sup>th</sup> day of September, 2020.  
34

35 LEON COUNTY, FLORIDA  
36

37  
38 By: \_\_\_\_\_  
39 Bryan Desloge, Chair  
40 Board of County Commissioners  
41

42 ATTESTED BY:  
43 Gwendolyn Marshall, Clerk of Court  
44 & Comptroller, Leon County, Florida  
45

46  
47 By: \_\_\_\_\_

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APPROVED AS TO FORM:  
Chasity H. O’Steen, County Attorney  
Leon County Attorney’s Office

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



RESOLUTION NO. 15-20

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS RELATING TO THE PROVISION AND FUNDING OF FIRE RESCUE SERVICES; PROVIDING FOR RECITALS; PROVIDING FOR AUTHORITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR A RESOLUTION; PROVIDING FOR PROVISION OF FIRE RESCUE SERVICES; PROVIDING FOR GENERAL LEGISLATIVE DETERMINATIONS; PROVIDING FOR FIRE RESCUE CHARGE; PROVIDING FOR EXEMPT PROPERTY; PROVIDING FOR LIEN; PROVIDING FOR COLLECTION OF FIRE RESCUE CHARGE; PROVIDING FOR FINAL ADJUDICATION AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, the County desires to continue to provide fire rescue services, facilities and programs, hereafter “*fire rescue services*,” in the most efficient manner possible in order to promote the health, safety and general welfare of its citizens; and

**WHEREAS**, the County desires to maintain a uniform financial mechanism for the funding of such *fire rescue services* to its citizens on an equitable basis; and

**WHEREAS**, the City of Tallahassee and the County have entered into an Interlocal Agreement to administer the provision of and funding for *fire rescue services*; and

**WHEREAS**, the Interlocal Agreement by and between the City of Tallahassee and the County provides for the funding and payment for *fire rescue services* by means of the levy, imposition and collection of special assessments upon benefited *nongovernment property* and the imposition of fire rescue fees on *government property*; and

**WHEREAS**, on March 19, 2009, the Board of County Commissioners enacted an ordinance amending Chapter 7, Leon County Code of Laws, relating to the provision and funding of *fire rescue services*; and

**WHEREAS**, the Board of County Commissioners desires to adopt a *fire rescue assessment rate resolution* and *fire rescue fee rate resolution* pursuant to Chapter 7, Leon County Code of Laws.

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

**Section 1. Recitals.** The Recitals set forth above are deemed incorporated herein as if fully set forth below.

**Section 2. Authority.** This Resolution is adopted pursuant to the authority granted the County under Article VIII, Section 1, Florida Constitution, Chapter 125, Florida Statutes, the Leon County Charter, Chapter 7 of the Leon County Code of Laws, and other applicable provisions of law.

**Section 3. Definitions.** For purposes of this Resolution, the definitions contained in Section 7-39, Leon County Code of Laws, are incorporated herein by reference as if fully set forth below. In addition, as used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"*Building area*" means the actual area of a *building* expressed in square feet and reflected on the *tax roll* or, in the event such information is not reflected or is determined not to be accurately reflected on the *tax roll*, that area determined by the County.

"*Code descriptions*" mean the descriptions listed in the *fixed property use codes* and the descriptions listed in the *improvement codes*.

"*Core stations*" are those fire stations located within five road miles of at least two other stations.

"*Commercial property*" means those *tax parcels* with a *code description* designated as "*commercial*" in the *improvement codes*, including those *tax parcels* that meet the definition of *recreational vehicle park* herein.

"*Cost apportionment*" means the apportionment of the *fire rescue cost* among all *property use categories* according to the *demand percentages* established pursuant to the apportionment methodology described in Sections 7.A.3 and 7.B.2 of this Resolution.

"*Cost Factor*" means the factor that represents the varying cost in providing *fire rescue services* to the different *service zones*, as calculated in accordance with Section 7.B of this Resolution.

"*Demand percentage*" means the percentage of demand for *fire rescue services* attributable to each *property use category* determined by analyzing the historical demand for *fire rescue services* as reflected in *incident reports* in the *state database* under the methodology described in Sections 7.A.3 and 7.B.2 of this Resolution.

"*DOR code*" means a property use code established in Rule 12D-8.008, Florida Administrative Code, assigned by the Property Appraiser to *tax parcels*.

"*Dwelling unit*" means (1) a *building*, or a portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only, or (2) the use of land in which lots or spaces are offered for rent or lease for the placement of mobile homes or the like for residential purposes.

"*EMS services*" means those services recorded in *FFIRS* that assign a "type of situation found code" of 3, 300, 311, 320, 321, 321B, 322, 323, 381, 551E, 554, and 661.

"*EMS Cost*" means the amount, other than first response medical rescue services, determined by the County to be associated with *EMS services*.

"*FFIRS*" means the Florida Fire Incident Reporting System maintained by the Florida State Fire Marshal.

"*Fire rescue cost*" means the *fire rescue cost* as defined in Chapter 7 of the Leon County Code of Laws, but specifically excluding any *EMS Cost*.

"*Fire rescue services*" means fire rescue services, facilities and programs.

"*Fire rescue fee*" means a fee for *fire rescue services* provided to each improved parcel of *governmental property* located within the unincorporated area of the County.

"*Fire services property use category*" means the use codes developed for the purpose of assigning a *fire rescue charge* for collection on a *utility bill*.

"*Fixed property use codes*" mean the property use codes used by *FFIRS* as specified in the attached Exhibit A, Appendix B.

"*Improvement codes*" mean the building use codes assigned by the Property Appraiser to *tax parcels* as specified in the attached Exhibit A, Appendix C.

"*Incident report*" means an individual report filed with the Florida State Fire Marshal under *FFIRS* that is not associated with *EMS services*.

"*Industrial/warehouse property*" means those *tax parcels* with a *code description* designated as "*industrial/warehouse*" in the *improvement codes*.

"*Mixed use property*" means a *tax parcel* that contains *buildings* whose use descriptions are capable of assignment under a *code description* in the *improvement codes* in more than one *property use category*.

"*Non-residential property*" means, collectively, *commercial property* and *industrial/warehouse property*.

"*Parcel apportionment*" means the further apportionment of the *fire rescue cost* allocated to each *property use category* by the *cost apportionment* among the *tax parcels* under the methodology established in Sections 7.A.3 and 7.B.2 of this Resolution.

"*Property use categories*" means, collectively, *residential property* and all categories of *non-residential property*.

"*Recreational vehicle park*" means (1) a place set aside and offered by a person, for either direct or indirect remuneration of the owner, lessor, or operator of such place, for the parking, accommodation, or rental of five or more recreational vehicles or tents; and (2) licensed by the Department of Health of the State of Florida, or its successor in function as a "recreational vehicle park" or "lodging park" under Chapter 513, Florida Statutes, as may be amended from time-to-time.

"*Residential property*" means those *tax parcels* designated as "Residential" in the *improvement codes*.

"*Service zones*" mean the geographic areas defined to differentiate between the two levels of *fire rescue services* provided within the County based upon proximity to *core stations*.

"*State database*" means the incident data derived from the *FFIRS incident reports* maintained by the Florida State Fire Marshal.

"*Tax parcel*" means a parcel of property located within the unincorporated area of the County to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

**Section 4. Resolution.** This Resolution shall constitute the *fire rescue assessment rate resolution* and the *fire rescue fee rate resolution* as described in Sections 7-42 and 7-43, Leon County Code of Laws.

**Section 5. Provision of Fire Rescue Services.** The County shall continue to provide *fire rescue services* for the benefit of all parcels of *assessed property* located within the unincorporated areas of the County commencing October 1, 2015. All or a portion of the cost to provide such *fire rescue services* shall be funded from proceeds of the *fire rescue charge*. The remaining cost, if any, required to provide *fire rescue services* shall be funded by available County revenues other than such proceeds.

**Section 6. General Legislative Determinations.** It is hereby ascertained and declared that the *fire rescue services* provide a special benefit to the *assessed property* based upon the following legislative determinations and based upon that certain report entitled “City of Tallahassee and Leon County, Florida, Fire Assessment Memorandum” dated April 14, 2015, prepared by Government Services Group, Inc., which is hereby specifically approved and adopted as Exhibit A, same being attached hereto and incorporated herein as if fully set forth below. Upon the adoption of this Resolution, the legislative determinations ascertained and declared in Sections 7-42 and 7-43, Leon County Code of Laws are hereby ratified and confirmed.

A. It is hereby ascertained, determined, and declared that each parcel of property subject to a *fire rescue charge* located within the unincorporated area of the County, and the owners and occupants of said parcel, will be benefited by the County’s provision of *fire rescue services*, in an amount not less than the *fire rescue charge* imposed against such parcel and that such *fire rescue charge*, as computed in a manner as set forth in this Resolution, constitutes a fair and reasonable charge for the provision of *fire rescue services*.

B. The availability and provision of comprehensive *fire rescue services* enhance and strengthen the relationship of such services to the use and enjoyment of the parcels of property,

the market perception of the area and, ultimately, the property and rental values within the assessable area.

C. The Board does hereby find that the various legislative findings and determinations contained herein are found to have existed as of the original imposition of the *fire rescue charge* in 2009 and relate back thereto. Therefore, such findings shall be deemed to have been incorporated in the provisions of Chapter 7, Leon County Code of Laws, adopted March 13, 2009, and Resolution No. 09-16, adopted June 9, 2009, as if they had been set forth fully therein and continued thereafter.

#### **Section 7. Fire Rescue Charges.**

##### **A. Fire Rescue Fee.**

##### **1. Imposition; Legislative Determinations.**

- a. A *fire rescue fee* is hereby imposed upon each improved parcel of *government property* located within the unincorporated area of the County, and which is hereby ascertained, determined, and declared to be reasonably and fairly related to the cost of providing *fire rescue services* to such *government property* and as such the *fire rescue fee* constitutes a fair, reasonable, just, and equitable manner for apportioning and allocating the *fire rescue cost* for *government property*. The *fire rescue fee* imposed hereby is not a special assessment; it is a fee for services available and rendered to *government property*.
- b. Upon the adoption of this Resolution determining the *fire rescue fee* and identifying the *government property* to be billed a *fire rescue fee*, the legislative determinations ascertained and declared in Section 7-42, Leon County Code of Laws, are hereby ratified and confirmed.

- c. It is fair and reasonable to use the *fire services property use category* to assign property use for a *fire rescue fee* because the use codes are most compatible with the system of billing on the City of Tallahassee *utility bill*.
- d. It is fair and reasonable to use the *fire rescue costs* for the development of the *fire rescue fee* and apply the *fire rescue fee* for future fiscal years at the rates established in this Resolution because it is hereby determined that the actual annual cost of providing *fire rescue services*, over the five-year period will be as great as or greater than the *fire rescue fee* established herein.
- e. It is fair and reasonable and consistent with the decision of the Florida Supreme Court in the case of City of North Lauderdale v. SMM Properties, Inc., 825 So.2d 343 (Fla. 2002), to exclude from the *fire rescue costs*, amounts determined to constitute the cost of providing emergency medical services.
- f. Apportioning *fire rescue costs for government property* among classifications of improved *government property* based upon historical demand for *fire rescue services*, but not emergency medical services, is a fair and reasonable method of *cost apportionment* because it reflects the property uses' potential fire risk based upon *building* use and is a reasonable proxy for the amount of fire flow, fire fighters, quantity and size of apparatus, and other special firefighting equipment that must be available in accordance with the County's required standards and practices.
- g. The greater the *building area*, the greater the potential for a large fire and the greater amount of firefighting resources that must be available in the event of



a fire in a structure of that *building's* size. Therefore, it is fair and reasonable to use *building area* as a proxy for determining the *fire rescue fees*.

- h. It is fair and reasonable to not charge a *fire rescue fee* to *government property* that is vacant as evidenced by the cessation of *utility* services. The costs of administering and collecting *fire rescue fees* from such vacant property exceed the anticipated *fire rescue fees* that could be collected from such property.
- i. The *incident reports* are the most reliable data available to determine the potential demand for *fire rescue services* from *government property* use and to determine the benefit to property use resulting from the availability of *fire rescue services* to protect and serve *buildings* located within *government property* and their intended occupants. There exists sufficient *incident reports* documenting the historical demand for *fire rescue services* from *government property*. The *demand percentage* determined for each classification of *government property* by an examination of such *incident reports* is consistent with the experience of the County. Therefore, the use of *demand percentages* determined by an examination of *incident reports* is a fair and reasonable method to apportion the *fire rescue costs* among each classification of *government property*.
- j. The suppression of fire on vacant property primarily benefits the *buildings* within the adjacent improved property by the containment of the spread of fire rather than the preservation of the vacant property. Therefore, it is fair and reasonable not to apportion any of the costs attributed to providing *fire rescue services* to vacant property and the *incident reports* omitted from the *demand percentage* calculation.

- k. The budget is sized based upon its ability to provide *fire rescue services* to *assessed property* within the unincorporated area. Therefore, the level of services required to meet anticipated demand for *fire rescue services* and the corresponding fire services budget required to fund *fire rescue services* provided to non-specific property uses would be required notwithstanding the occurrence of any incidents from such non-specific uses. Therefore, it is fair and reasonable to omit from the *demand percentage* calculation, the *incident reports* documenting *fire rescue services* provided to non-specific property uses and vacant property.
2. Methodology for Determining Fire Rescue Fees. The *fire rescue fees* shall be calculated as follows:
    - a. The number of *incident reports* filed within a sampling period was determined for *government property* and all *property use categories* of *nongovernment property*. The percentages of total *incident reports* allocated to *government property* as compared to total *incident reports* allocated to *nongovernment property* were used to calculate the *fire rescue cost* for *assessed property* and the *fire rescue cost* for *government property*.
    - b. The *fire rescue cost* for *government property* was then apportioned among the *tax parcels* of *government property* as follows:
      1. Add the *building area* of all the *buildings* of *government property* to arrive at the aggregate square footage for *government property*. Any *buildings* that exceed 100,000 square feet of *building area* shall only be included at 100,000 square feet.

2. Divide the *fire rescue cost for government property* by the product of subsection 1. above to arrive at a rate per square foot of *building area* to be charged to *government property*.

3. For each *building* of *government property*, multiply the applicable square foot rate determined in subsection 2. above by the number of square feet for that *building* and then sum the amounts for all *buildings* on that *tax parcel*.

3. Amount of Fire Rescue Fee.

The *fire rescue cost for government property* is further determined to be a reasonable estimation of a five-year average annual cost of providing *fire rescue services* to *government property*. The amount of the *fire rescue fee* imposed upon *government property for fire rescue services* is specifically based upon the Rate Study, Exhibit A, established pursuant to and in accordance with Section 7-42, Leon County Code of Laws, and shall be as set forth in Exhibit B, Rate Schedule, same being attached hereto and incorporated herein as if fully set forth below, commencing October 1, 2015, annually, until otherwise determined by the Board.

B. Fire Rescue Assessment.

1. Imposition; Legislative Determinations; Cost Apportionment Methodology; Parcel Apportionment Methodology; Amount.

A *fire rescue assessment* is hereby levied and imposed upon each improved parcel of *nongovernment property* located within the unincorporated area of the County, and which is hereby ascertained, determined, and declared to be reasonably related to the cost of providing *fire rescue services* and thereby provides an equitably corresponding special benefit to *nongovernment property*. The *fire*

*rescue assessment* is hereby ascertained, determined and declared to be based upon a reasonable estimation of the five-year average annual cost of providing *fire rescue services* to such *nongovernment property*. It is further ascertained, determined and declared that the *fire rescue assessment* imposed hereby provides a special benefit to and is equitably apportioned among the *assessed property* based upon the special benefit assumptions and apportionment methodology set forth in the Rate Study, Exhibit A, and as further set forth below:

- a. It is further hereby ascertained and declared that the *fire rescue services* provide a special benefit to *nongovernment property*, that is improved by the existence or construction of a *building*, based upon the following legislative determinations:
  1. *Fire rescue services* enhance the use and enjoyment of improved property, which constitutes a special benefit to *owners*, commercial tenants, residential tenants, and occupants by the following:
    - a) Protecting the value of the improvements, structures, and contents through the provision of available *fire rescue services*;
    - b) Protecting the life and safety of occupants, residential tenants and commercial tenants, in the use and enjoyment of the improvements and structures within improved parcels; and
    - c) Lowering the cost of fire insurance, including renter's insurance and property coverage for the repair and replacement of contents of improvements and structures within the improved parcels, by the presence of a professional and comprehensive fire services program within the unincorporated area of the County.

2. The *fire rescue services* enhance the use and enjoyment of commercial tenants by protecting the continued commercial operations within improved parcels of property within the unincorporated area of the County.
  3. The *fire rescue services* enhance the value of business and commercial interests, which accrues to *owners* and lessees, by protecting the continued commercial operations within improved parcels of property within the unincorporated area of the County.
  4. The legislative determinations of special benefit ascertained arising from the *fire rescue services*, as set out and declared in Section 7-43, Leon County Code of Laws, are incorporated herein by reference and further ratified and confirmed.
- b. It is fair and reasonable to create *service zones* to reflect the level of service differentiation between a property located in a higher density area that receives fire protection coverage from multiple *core stations* and a property located in an area generally described as rural and typically serviced by a single fire station.
  - c. It is fair and reasonable to use the *improvement codes* and the *DOR codes* for the *cost apportionment* and the *parcel apportionment* because: (1) the *tax roll* database employing the use of such property use codes is the most comprehensive, accurate, and reliable information readily available to determine the property use and *building area* for improved property within the County, (2) the *tax roll* database within such property use codes is maintained by the Property Appraiser and is thus consistent with parcel designations on

the *tax roll*, and (3) the parcel descriptions on the *tax roll* are not incompatible with the property use descriptions on the City of Tallahassee's *utility* customer database which has been developed and maintained by the City of Tallahassee and which will be used in many instances to bill the *fire rescue assessments*.

- d. The data available in the *improvement codes* is more useful and accurate to determine *building area* than the data maintained in the *DOR codes* because (1) the data maintained in the *improvement codes* reveals the existence of a *building* with a different use than the use described in the *DOR codes*, (2) the *improvement codes* represent records maintained by the Property Appraiser with the most information relative to *building area* regardless of property use, and (3) the City of Tallahassee *utility* customer database does not contain *building area* data.
- e. It is fair and reasonable and consistent with the decision of the Florida Supreme Court in the case of City of North Lauderdale v. SMM Properties, Inc., 825 So. 2d 343 (Fla. 2002), to exclude from the *fire rescue costs*, amounts determined to constitute the cost of providing *EMS services*.
- f. Apportioning the *fire rescue cost for assessed property* among classifications of improved property based upon historical demand for *fire rescue services*, but not *EMS services*, is fair and reasonable method of *cost apportionment* because it reflects the property uses' potential fire risk based upon *building* use and is a reasonable proxy for the amount of fire flow, fire fighters, quantity and size of apparatus, and other special firefighting equipment that must be available in accordance with the County's required standards and practices..

- g. The cost of responding to fire incidents varies among the *service zones*. Therefore, it is fair and reasonable to use a *cost factor* in calculating the *demand percentages* because it reflects the varying costs that are associated with the responses and services to different *property use categories* based upon average call duration, which accounts for the time that personnel and equipment were out of service.
- h. It is fair and reasonable to use the *fire rescue costs for assessed property* for the development of the *fire rescue assessment* and apply the *fire rescue assessment* for future fiscal years at the rates established in this Resolution because it is hereby determined that the actual annual cost of providing *fire rescue services* over the five-year period will be as great as or greater than the *fire rescue assessment* established herein.
- i. The *incident reports* are the most reliable data available to determine the potential demand for *fire rescue services* from property use and to determine the benefit to property use resulting from the availability of *fire rescue services* to protect and serve *buildings* located within the *assessed property* and their intended occupants. There exists sufficient *incident reports* documenting the historical demand for *fire rescue services* from *assessed property* within the *property use categories*. The *demand percentage* determined for each *property use category* by an examination of such *incident reports* is consistent with the experience of the City of Tallahassee Fire Department. Therefore, the use of *demand percentages* determined by an examination of *incident reports* is a fair and reasonable method to apportion the *fire rescue costs* among the *property use categories*.

- j. The suppression of fire on vacant property primarily benefits the buildings within the adjacent improved property by the containment of the spread of fire rather than the preservation of the vacant property. Therefore, it is fair and reasonable not to apportion any of the costs attributed to providing *fire rescue services* to vacant property and the *incident reports* documenting historical *fire rescue costs* provided to vacant property were thus omitted from the *demand percentage* calculation.
- k. The budget for *fire rescue services* is sized based upon its ability to provide service to *assessed property* within the unincorporated area. Therefore the level of services required to meet anticipated demand for *fire rescue services* and the corresponding budget required to fund *fire rescue services* provided to nonspecific property uses would be required notwithstanding the occurrence of any incidents from such nonspecific uses. Therefore, it is fair and reasonable to omit from the *demand percentage* calculation the *incident reports* documenting *fire rescue services* provided to nonspecific property uses and vacant property.
- l. It is fair and reasonable to not charge a *fire rescue assessment* to *nongovernment property* that is vacant as evidenced by the cessation of *utility services*. The costs of administering and collecting *fire rescue assessments* from such vacant property exceed the anticipated *fire rescue assessments* that could be collected from such property.
- m. The size or the value of the *residential property* does not determine the scope of the required *fire rescue services* response. The potential demand for *fire*



*rescue services* is driven by the existence of a *dwelling unit* and the anticipated average occupant population.

- n. Apportioning the *fire rescue costs* to *residential property* on a per *dwelling unit* basis is required to avoid cost inefficiency and unnecessary administration and is a fair and reasonable method of *parcel apportionment* based upon historical call data.
- o. The demand for *fire rescue service* availability is substantially the same for all *residential property*; therefore, it is fair and reasonable to use the combined *demand percentages* attributable to all types of *residential property*, both *single family property* and *multi-family property*, to determine *fire rescue assessments* for *residential property*.
- p. The risk of loss and the demand for *fire rescue services* availability is substantially the same for *buildings* below a certain minimum size. Because the value and anticipated occupancy of non-residential *buildings* below a certain minimum size is less, it is fair, reasonable and equitable to provide a lesser assessment burden on improved property containing such *buildings* by the creation of specific *building area* classification ranges for such parcels.
- q. The assessment of *nonresidential property* by square footage classification ranges is fair and reasonable for the purpose of *parcel apportionment* because the demand for fire rescue service, fire flow, fire fighters, quantity and size of apparatus, and other special firefighting equipment is determined and measured by the square footage of structures and improvements within benefited parcels.

- r. The greater the *building area*, the greater the potential for a large fire and the greater amount of firefighting resources that must be available in the event of a fire in a structure of that *building's* size. Therefore, it is fair and reasonable to use *building area* as a proxy for determining the *tax parcel's fire rescue assessment*.
- s. The separation of improved *non-residential property* into *building area* classification ranges is fair and reasonable for the purposes of *parcel apportionment* because: (1) the absence of a need for precise square footage data within the ad valorem tax records maintained by the Property Appraiser undermines the use of actual *building area* within each improved parcel as a basis for *parcel apportionment*; (2) the administrative expense and complexity created by an on-site inspection to determine the actual *building area* within each improved parcel assessed is impractical; (3) the demand for *fire rescue services* availability is not precisely determined or measured by the actual *building area* within benefited parcels; and (4) the classification of parcels within *building area* classification ranges is a fair and reasonable method to classify benefited parcels and to apportion costs among benefited parcels that create similar demand for the availability of *fire rescue services*.
- t. The demand for the availability of *fire rescue services* diminishes at the outer limit of *building* size since a fire occurring in a structure greater than a certain size is not capable of being suppressed under expected conditions and the fire control activities under such circumstances are directed to avoid the spread of the fire event to adjacent *buildings*. Therefore, it is fair and reasonable to

place a cap on the *building area* classification of benefited parcels within *non-residential property*.

- u. In accordance with Section 125.0168, Florida Statutes, which mandates that counties treat recreational vehicle park property as *commercial property* for non-ad valorem special assessments levied by a county, like the *fire rescue assessment*, it is fair and reasonable to treat each space within recreational vehicle park property as a *building on commercial property* and to assign the square footage of 191 square feet, the average size of a recreational vehicle, according to the Florida Association of RV Parks and Campgrounds.

2. Cost Apportionment Methodology for Fire Rescue Assessment.

- a. The number of *incident reports* filed within a sampling period was determined for *government property* and all *property use categories* of *nongovernment property*. The percentages of total *incident reports* allocated to *government property* as compared to total *incident reports* allocated to *nongovernment property* were used to calculate the *fire rescue cost for assessed property* and the *fire rescue cost for government property*.
- b. Next, to correlate the *nongovernment tax parcels* to the *service zones*, the *incident reports* filed within a sampling period were geo-coded on the GIS system map based upon the address provided in the *FFIRS* database.
- c. Based upon such correlation by *service zone*, the number of *incident reports* filed within a sampling period were determined for each *service zone*.
- d. A *cost factor* was then developed and applied to the *incident reports* within each *service zone* based upon the difference in average call duration between

the *service zones* with Zone 1 being assigned a 1.00 weighting *cost factor* and Zone 2 being assigned a 1.26 weighting *cost factor*.

- e. A *demand percentage* was then determined for each *service zone* by calculating the percentage that *incident reports* allocated to each *service zone* bears to the total number of *incident reports* documented for both *service zones* during the sampling period. The *demand percentage* for each *service zone* was then applied to the *fire rescue cost for assessed property* and the resulting product is the cost allocation of that portion of the *fire rescue costs* allocated to each *service zone*.
- f. Using the weighted *incident reports*, fire rescue incidents were assigned within the County to the *property use categories* by correlating the *code descriptions* within the *fixed property use codes* to the *improvement codes* and *DOR codes*.
- g. To correlate the *property use categories* with the *state database*, the *code descriptions* within the *fixed property use codes* similar to *code descriptions* within the *improvement codes* that were used to determine the *property use categories* were identified. Exhibit A, Appendix C contains a designation of *code descriptions* by *property use category* with the *improvement codes*, and Exhibit A, Appendix B contains a designation of *code descriptions* by *property use category* with the *fixed property use codes*. Such correlation between *code descriptions* by *property use category* between the *fixed property use codes* and the *improvement codes* is necessary to allocate the historical demand for *fire rescue services* as reflected by the weighted *incident reports* for *tax parcels* on the *tax roll* within the *property use categories*.

h. Based upon such assignment of weighted *incident reports* to *property use categories*, the number of weighted *incident reports* filed within a sampling period was determined for each *property use category*. A *demand percentage* was then determined for each *property use category* in each *service zone* by calculating the percentage that weighted *incident reports* allocated to each *property use category* bear to the total number of weighted *incident reports* documented for all *property use categories* within the sampling period. The *demand percentage* for each *property use category* within each *service zone* was then applied to the *fire rescue cost for assessed property* for that *service zone*, and the resulting product is the cost allocation of that portion of the *fire rescue cost for assessed property* allocated to each *property use category* within that *service zone*.

3. Parcel Apportionment Methodology.

- a. The apportionment among *tax parcels* of *nongovernment property* of that portion of the *fire rescue cost for assessed property* apportioned to each *property use category* within each *service zone* under the *cost apportionment* is consistent with the *parcel apportionment* methodology described and determined herein.
- b. RESIDENTIAL PROPERTY. For each *service zone*, the *fire rescue assessment* for each *tax parcel* of *residential property* shall be computed by multiplying the *demand percentage* attributable to *residential property* by the *fire rescue cost for assessed property* allocated to the respective *service zone*, dividing such product by the total number of *dwelling units* shown on the *tax*

*roll* within the *service zone*, and then multiplying such quotient by the number of *dwelling units* located on such *tax parcel*.

- c. NON-RESIDENTIAL PROPERTY. The *fire rescue assessments* for each *building* of *nonresidential property*, except recreational vehicle property, shall be computed as follows for each *service zone*:

1. Respectively, multiply the *fire rescue cost for assessed property* for the applicable *Service zone* by the *demand percentage* attributable to each of the non-residential *property use categories*. The resulting dollar amounts reflect the portions of the *fire rescue services* budget to be respectively funded from *fire rescue assessment* revenue derived from each of the non-residential *property use categories*.

2. Separate each *building* in each of the *nonresidential property use categories* into one of the following square footage categories:

- a) *buildings* with a *building area* of 1,999 square feet or less;
- b) *buildings* with a *building area* between 2,000 square feet and 3,499 square feet;
- c) *buildings* with a *building area* between 3,500 square feet and 4,999 square feet;
- d) *buildings* with a *building area* between 5,000 square feet and 9,999 square feet;
- e) *buildings* with a *building area* between 10,000 square feet and 19,999 square feet;
- f) *buildings* with a *building area* between 20,000 square feet and 29,999 square feet;

- g) *buildings* with a *building area* between 30,000 square feet and 39,999 square feet;
  - h) *buildings* with a *building area* between 40,000 square feet and 49,999 square feet; and
  - i) *buildings* with a *building area* between 50,000 square feet and 59,999 square feet; and
  - j) *buildings* with a *building area* between 60,000 square feet and 69,999 square feet; and
  - k) *buildings* with a *building area* between 70,000 square feet and 79,999 square feet; and
  - l) *buildings* with a *building area* between 80,000 square feet and 89,999 square feet; and
  - m) *buildings* with a *building area* between 90,000 square feet and 99,999 square feet; and
  - n) *buildings* with a *building area* of 100,000 square feet or greater.
3. As to each non-residential *property use category* multiply the number of *buildings* categorized in:
- a) Paragraph (2)(a) of this subsection by 1,000 square feet; and
  - b) Paragraph (2)(b) of this subsection by 2,000 square feet; and
  - c) Paragraph (2)(c) of this subsection by 3,500 square feet; and
  - d) Paragraph (2)(d) of this subsection by 5,000 square feet; and
  - e) Paragraph (2)(e) of this subsection by 10,000 square feet; and
  - f) Paragraph (2)(f) of this subsection by 20,000 square feet; and
  - g) Paragraph (2)(g) of this subsection by 30,000 square feet; and

- h) Paragraph (2)(h) of this subsection by 40,000 square feet; and
- i) Paragraph (2)(i) of this subsection by 50,000 square feet; and
- j) Paragraph (2)(j) of this subsection by 60,000 square feet; and
- k) Paragraph (2)(k) of this subsection by 70,000 square feet; and
- l) Paragraph (2)(l) of this subsection by 80,000 square feet; and
- m) Paragraph (2)(m) of this subsection by 90,000 square feet; and
- n) Paragraph (2)(n) of this subsection by 100,000 square feet.

4. For each non-residential *property use category*, add the products of paragraphs (3)(a) through (3)(n) of this subsection. The sum of these products reflects an aggregate square footage area for each non-residential *property use category* to be used in the computation of *fire rescue assessments*.

5. Divide the product of paragraph 1. of this subsection relative to each of the non-residential *property use categories* by the sum of the products for each non-residential *property use category* described in paragraph 4. of this subsection. The resulting quotient expresses a dollar amount adjusted or weighted per square foot of improved area to be used in computing *fire rescue assessments* on each of the respective non-residential *property use categories*.

6. For each of the non-residential *property use categories*, multiply the resulting quotients from paragraph 5. of this subsection by each of the respective products in paragraphs (3)(a) through (3)(n) of this subsection. The resulting products for each non-residential *property use category*, expresses a series of gross dollar amounts expected to be funded by all *buildings* in the respective non-residential *property use categories* in each of the square footage categories described in paragraph 2. of this subsection.



7. For each of the non-residential *property use categories*, divide each of the respective products of paragraph 6. of this subsection by the number of *buildings* determined to be in each of the square footage categories identified in paragraph 2. of this subsection. The result expresses the respective dollar amounts of the *fire rescue assessments* to be imposed upon each *building* in each of the non-residential *property use categories*.

d. RECREATIONAL VEHICLE PARK PROPERTY. Notwithstanding the procedure in subsection c. above for *non-residential property*, the *fire rescue assessments* for each *tax parcel* of *recreational vehicle park* property shall be computed as follows:

1. Aggregate the amount of square footage for each *tax parcel* of *recreational vehicle park*, with recreational vehicle park spaces, as reported to the Department of Health, at 191 square feet each, mobile home spaces, as reported to the Department of Health, at actual *building area* or 720 square feet each if actual square footage is not available, and actual *building area* for all other *buildings*.

2. Assign the respective dollar amount of the *fire rescue assessments* determined in subsection c. above for *commercial property* for the applicable *service zone* to the comparable aggregated square footage category ranges of *recreational vehicle park* property as calculated in paragraph 1. above. Any aggregated square footage that exceeds 100,000 square feet on a *tax parcel* shall be assigned the *commercial* dollar amount for 100,000 square feet. The result expresses the respective dollar amounts of the *fire rescue assessments* to be imposed upon each *recreational vehicle park* property.

- e. **MIXED USE PROPERTY.** The *fire rescue assessments* for each *tax parcel* classified in two or more *property use categories* shall be the sum of the *fire rescue assessments* computed for each *property use category*.

4. Amount of Fire Rescue Assessment.

The amount of the *fire rescue assessment* levied and imposed upon *nongovernment property* shall be as set forth in Exhibit B, Rate Schedule, commencing October 1, 2015, annually, until otherwise determined by the Board.

**Section 8. Exempt Property.** The *fire rescue assessment* heretofore imposed upon *nongovernment property* shall not be levied nor imposed against property owned or occupied by a “religious institution” as that term is defined in Section 170.201(2), Florida Statutes, to the extent same is used as a place of worship.

**Section 9. Lien.** The *fire rescue assessments* imposed herein shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

**Section 10. Collection of Fire Rescue Charge; Legislative Determinations.** The collection of the *fire rescue charge* shall be made pursuant to and in accordance with Section 7-44, Leon County Code of Laws, and is authorized hereby, commencing October 1, 2015. The use of the *utility bills* for the collection of the *fire rescue fee* and *fire rescue assessment* is a method of collection that is reasonably related and directed to those that derive the benefit received by the property from the provision of *fire rescue services*. The benefit to the property is not solely received by the *owner* of the property but also extends to all intended occupants,

including but not limited to, tenants, leaseholders and others occupying the property. There is a rational nexus between the use of the *utility* bill to collect the *fire rescue fees* and *fire rescue assessments* from the property and the intended occupants of the property, including but not limited to, owners, tenants, leaseholders and others occupying property, and the benefit they derive through the enhancement of their use and enjoyment of the property. The use of *utility* bills for collection also provides a convenient mechanism of payment and further relieving any potential economic burden by providing an opportunity to pay smaller fees in twelve (12) increments annually as opposed to one larger lump sum payment being collected annually.

**Section 11. Final Adjudication.** The adoption of this Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair apportionment, the method of apportionment, the rate of assessment and fee, the and the levy and lien of the *fire rescue charges*), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Resolution.

**Section 12. Effective Date.** This Resolution shall have effect upon adoption and shall apply to all property located within the unincorporated area of Leon County.

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**[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]**

**DONE, ADOPTED AND PASSED** by the Board of County Commissioners of Leon  
County, Florida, this 26th day of May, 2015.

LEON COUNTY, FLORIDA



BY: Mary Ann Lindley  
MARY ANN LINDLEY, CHAIRMAN  
BOARD OF COUNTY COMMISSIONERS

ATTESTED BY:

BOB INZER  
CLERK & COMPTROLLER  
LEON COUNTY, FLORIDA

BY: John Stott, Deputy Clerk

APPROVED AS TO FORM:  
COUNTY ATTORNEY'S OFFICE  
LEON COUNTY, FLORIDA

BY: Herbert W.A. Thiele  
HERBERT W.A. THIELE, ESQ.  
COUNTY ATTORNEY



# City of Tallahassee and Leon County, Florida

## Fire Assessment Memorandum

APRIL 14, 2015

**Presented by:**  
Government Services Group, Inc.  
1500 Mahan Drive, Suite 250  
Tallahassee, Florida 32308  
(850) 681-3717  
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# Table of Contents

INTRODUCTION.....1

SERVICE DESCRIPTION AND ASSESSABLE COST CALCULATIONS.....3

DETERMINATION OF FIRE SERVICES DEMAND.....13

COMPUTATION OF FIRE SERVICES ASSESSMENTS.....15

FIRE SERVICES FEES IMPOSED ON GOVERNMENTAL PROPERTY.....23

ADDITIONAL INFORMATION.....24

# List of Tables

Table 1—Fire Rescue Department Buildings/Facility Inventory .....	3
Table 2—City of Tallahassee Fire Rescue Department Organizational Chart.....	5
Table 3—Fire Rescue Department Apparatus Normal Staffing Requirements .....	6
Table 4—Fire Rescue Department Apparatus Fire Flow .....	6
Table 5—Minimum Response Protocol.....	8
Table 6—Fire Services Assessable Cost Calculations (FY 2015-16) .....	10
Table 7—Fire Services Assessable Cost Calculations Proforma Five-Year Average (FY 2015-16 thru FY 2019-20).....	12
Table 8—Fire Calls by Category (Calendar Years 2011, 2012 and 2013).....	14
Table 9—Fire Calls to Non-Governmental Properties by Zone (Calendar Years 2011, 2012 and 2013).....	15
Table 10—Weighted Fire Calls to Non-Governmental Properties by Zone (Calendar Years 2011, 2012 and 2013).....	15
Table 11—Weighted Fire Calls by Category to Non-Governmental Properties by Zone (Calendar Years 2011, 2012 and 2013).....	16
Table 12—Cost Apportionment (Five-Year Average).....	17
Table 13—Parcel Apportionment within Property Use Categories .....	17
Table 14—Parcel Apportionment (Residential Property Use Category) .....	18
Table 15—Parcel Apportionment (Non-Residential Property Use Category) .....	20
Table 16—Fire Services Assessment Rates (Five Year Average) .....	21
Table 17—Estimated Impact of Exemptions (Five-Year Average) .....	22
Table 18—Government Cost Allocation .....	23
Table 19—Government Rate Calculation.....	23

# Appendices

Appendix A—Situation Found Codes and Descriptions

Appendix B—Fixed Property Use Codes and Descriptions

Appendix C—Leon County Property Appraiser Building Improvement Codes and Use Descriptions with  
Assignment of Property Use Category

Appendix D—Department of Revenue (DOR) Codes

Appendix E—Service Zone Map



# Introduction

The City of Tallahassee (City) and Leon County (County) entered into a professional services agreement with GSG to provide specialized services in the development and implementation of a non-ad valorem assessment program to fund fire services within the incorporated and unincorporated areas of the County (Fire Assessment Project).

The objective of this Fire Assessment Project is to develop and implement an update to the City's current revenue program capable of efficiently and effectively collecting all assessable and billable costs associated with providing fire services on an annual basis throughout the entire County for Fiscal Year 2015-16 and future fiscal years. The mechanism for collecting the fire fee from governmental properties will remain in effect, however both the City and County will utilize the City's utility bill as the collection method for all non-governmental properties where possible and the City will assist the County in the collection of the fire assessment utilizing the utility bill, separate bills and tax bill. This document is the Fire Assessment Memorandum (Assessment Memorandum), which is one of the project deliverables specified in the scope of services.

The work effort, documented by this Assessment Memorandum, focused on the calculation of assessment rates and classifications required to fully fund the identified assessable costs to provide countywide fire services for Fiscal Year 2015-16 and future fiscal years. However, the City and County have the choice of funding all or only a portion of the assessable costs based on policy direction. In addition, the work effort recorded in this Assessment Memorandum required the identification of the full costs of assessable fire services (net of all fire related revenues) and the allocation of those costs to properties that specially benefit from the provision of such fire services.

## BACKGROUND

In 1999, the City adopted a fire services funding program consisting of two components: a Fire Fee and a Fire Assessment. The goal of the Fire Services Funding Project in 1999 was to design an alternative revenue program capable of efficiently and effectively collecting all assessable and billable costs associated with providing fire services on an annual basis. The Fire Fee is the funding mechanism that secures recovery of the cost for providing fire services to governmental property. The Fire Assessment is the funding mechanism for non-government property that could be collected on the City's utility bill. The program was updated to account for changes in call data, property data and service delivery in Fiscal Year 2004-05 and once again in Fiscal Year 2009-10.

## OBJECTIVES

The City retained GSG to develop an annual recurring special assessment program that is capable of funding all of the assessable costs associated with providing countywide fire services. The City will utilize the utility bill for collection of the fire assessment and will assist the County in the collection of the fire assessment utilizing the utility bill, separate bills and the tax bill. Data available on the ad valorem tax roll was used to develop the Fiscal Year 2015-16 assessment program. GSG has been

charged to fully cost the services to be provided by the City, develop a fair and reasonable apportionment methodology for such assessable costs and determine assessment rates and parcel classifications that are accurate, fair and reasonable.

The fire non-ad valorem assessments must meet the Florida case law requirements for a valid special assessment. These requirements include the following:

1. The service provided must confer a special benefit to the property being assessed; and
2. The costs assessed must be fairly and reasonably apportioned among the properties that receive the special benefit.

The work effort of this project required the evaluation of data obtained from the City to develop a fire assessment program that focuses upon the projected Fiscal Year 2015-16 assessable cost calculations. The objectives of this initial effort were to:

- Determine the full costs of providing fire services within the County.
- Review such final cost determination with the City to determine which elements provide the requisite special benefit to the assessed properties.
- Determine the relative benefit anticipated to be derived by categories of property use within the County from the delivery of fire services.
- Recommend the fair and reasonable apportionment of assessable costs among benefited parcels within each category of property use.
- Calculate assessment rates and parcel classifications for Fiscal Year 2015-16 and future years based on the projected Fiscal Year 2015-16 budget adjusted for year over year increases.

# Service Description and Assessable Cost Calculations

The fire services apportionment methodology allocates assessable costs on the basis of the anticipated demand for fire services by categories of private, real property use as identified on the real property assessment roll prepared for the levy of ad valorem taxes. The assessable fire costs are allocated among private, real property use categories based upon the historical demand for these services. This demand is identified by examining the fire incident data as reported by the City to the State Fire Marshal's office.

The fire services apportionment methodology for government property allocates billable costs to provide fire services based upon the historical demand for these services for all government owned property (i.e. City, County, State, Federal, etc.), as reflected by the incident data reported by the City.

## SERVICE DELIVERY DESCRIPTION

Fire Rescue services are provided throughout the County from 16 paid fire rescue stations and 5 volunteer fire rescue stations. One of the volunteer stations is co-located at Station 15. Table 1 identifies fire rescue buildings/facilities inventory, as well as the corresponding physical location address for the facility.

**Table 1**  
**Fire Rescue Department Buildings/Facility Inventory**

Station	Address
Station #1	327 North Adams Street Tallahassee, FL 32301
Station #2	2805 Sharer Road Tallahassee, FL 32302
Station #3	3005 South Monroe Street Tallahassee, FL 32301
Station #4	2899 West Pensacola Street Tallahassee, FL 32304
Station #5	3238 Capital Circle Southwest Tallahassee, FL 32304
Station #6	2901 Apalachee Parkway Tallahassee, FL 32311
Station #7	2805 Shamrock South Tallahassee, FL 32308
Station #8	2423 Hartsfield Road Tallahassee, FL 32304
Station #9	3205 Thomasville Road Tallahassee, FL 32312

<b>Station</b>	<b>Address</b>
Station #10	5323 Tower Road Tallahassee, FL 32303
Station #11	8752 Centerville Road Tallahassee, FL 32308
Station #12	4701 Chaires Cross Road Tallahassee, FL 32311
Station #13	1555 Oak Ridge Road Tallahassee, FL 32311
Station #14	16614 Blountstown Highway Tallahassee, FL 32310
Station #15	1445 Bannerman Road Tallahassee, FL 32312
Station #16	911 Easterwood Drive Tallahassee, FL 32311
Miccosukee (County-Volunteer)	15210 Mahan Drive Tallahassee, FL 32308
Bradfordville (County-Volunteer) (Co-located at Station #15)	1445 Bannerman Road Tallahassee, FL 32312
Chaires-Capitola (County-Volunteer)	10541 Valentine Road South Tallahassee, FL 32317
Woodville (County-Volunteer)	155 East Oakridge Tallahassee, FL 32305
Lake Talquin (County-Volunteer)	16614 Blountstown Highway Tallahassee, FL 32312

Source: City of Tallahassee

The City of Tallahassee Fire Rescue Department provides standard fire suppression, medical services, hazmat response, technical rescue, airport capabilities, state disaster response, emergency response and disaster preparedness, fire prevention and safety education. Five of the sixteen City stations provide Advanced Life Support (ALS) services in coordination with Leon County EMS.

Dispatch services for fire and EMS services are provided through a joint dispatch operation between the City and the County.

Tables 2 through 5 outline the Fire Rescue Department's current service operations and service components. Table 2 outlines the Fire Rescue Department's organizational structure.



**Table 2**  
**City of Tallahassee Fire Rescue Department Organizational Chart**

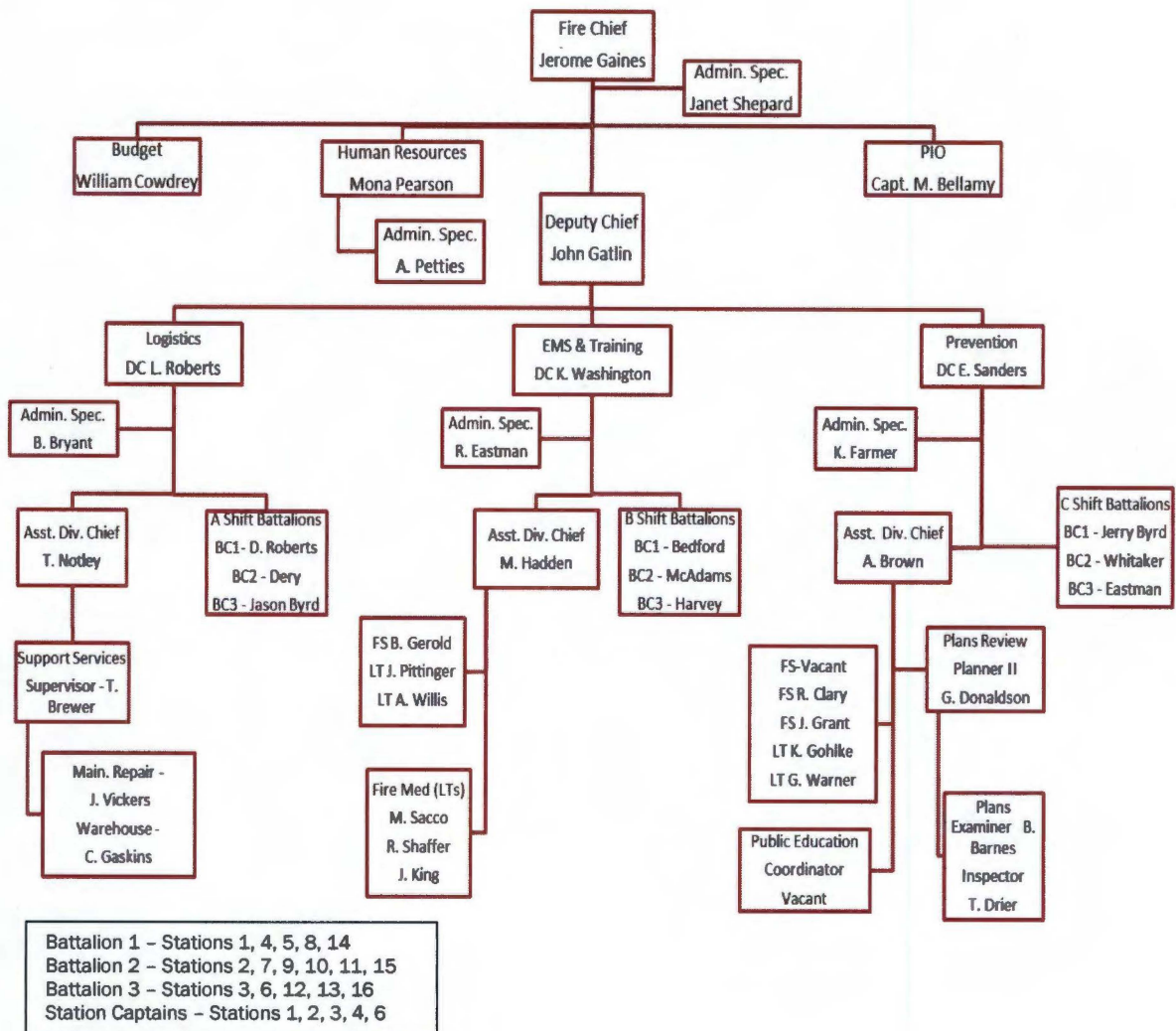


Table 3 describes the normal staffing for each apparatus. This information is used in the development of the Administrative Factor, as further discussed in the “Development of Factors” section of this Assessment Memorandum.

**Table 3**  
**Fire Rescue Department Apparatus Normal Staffing Requirements**

Apparatus	Typical Staffing
Aerial	3-4 personnel
Pumper	3-4 personnel
Ford Expedition/Battalion Chief	1 personnel
Rescue	2 Personnel
Air Truck	1 Personnel
Brush Truck	1 Personnel
Rescue Boat	2 Personnel
Tanker	1 Personnel
Chevy Suburban/FireMed1	1 Personnel
HazMat Apparatus	3-4 personnel
Squad or Mass Care	3-4 personnel
USAR Apparatus	3-4 personnel

Source: City of Tallahassee

Table 4 lists the location and the fire flow/pumping capacity of the Fire Rescue Department’s apparatus. This information is used to determine the square footage cap for non-residential properties.

**Table 4**  
**Fire Rescue Department Apparatus Fire Flow**

Location	Apparatus	Fire Flow (GPM)
Station 1	1994 E-One Tanker	1,500
	1996 E-One International Air and Light	N/A
	2014 Pierce Impel Pumper	1,500
	2007 E-One 95' Platform	1,500
	2008 Ford Expedition	N/A
	2003 E-One Typhoon Rescue Pumper	1,500
Station 2	1996 E-One Haz-Mat	N/A
	1998 Pace 16ft. Trailer	N/A
	2008 Ford Expedition	N/A
	2001 E-One Platform	1,500
	2002 Ford F-550 Brush Truck	350
	2005 E-One Typhoon Rearmount Pumper	1,500
Station 3	1994 Rescue-1 Boat	N/A
	2005 Ford-550 HazMat Tow Vehicle	N/A
	1997 E-One Medium Rescue	N/A
	2014 Pierce Impel 75 ft. Aerial	1,500
	2008 Ford Expedition	N/A
	2005 E-One Typhoon Rescue Pumper	1,500

Location	Apparatus	Fire Flow (GPM)
Station 4	2010 Rescue -1 Boat	N/A
	2002 E-One Bronto Aerial Platform	1,500
	1996 E-One International Rescue Squad	500
	1998 16ft. Trailer	N/A
	2002 Ford F-550 Brush Truck	350
	2014 Pierce Impel Pumper	1,500
	2005 International 4X4 Tractor	N/A
	2005 Hackney Trailer	N/A
	2005 E-One International Air Light Truck	N/A
Station 5*	1994 International ARFF	500
	2010 E-One Titan Force ARFF	3,300
	2014 Oshkosh Striker 3000	3,300
Station 6	1994 Rescue-1 Boat	N/A
	1997 95 Ft. E-One Tower	1,500
	2002 Ford F-550 Brush Truck	350
	2005 E-One Typhoon Rearmount Pumper	1,500
Station 7	2005 E-One Typhoon Rearmount Pumper	1,500
Station 8	2005 E-One Typhoon Rearmount Pumper	1,500
Station 9	2005 E-One Typhoon Rescue Pumper	1,500
Station 10	1998 E-One International Tanker/Pumper	2,500
	2000 E-One International Rescue	650
Station 11	1998 E-One International Tanker/Pumper	2,500
	1996 E-One International Rescue	650
Station 12	1998 E-One International Tanker/Pumper	2,500
	2000 E-One International Rescue	650
Station 13	1998 E-One International Tanker/Pumper	2,500
	2000 E-One International Rescue	650
Station 14	1994 Rescue-1 Boat	N/A
	2000 E-One International Rescue	650
	2006 E-One International Tanker/Pumper 7600	2,500
Station 15	1994 Rescue-1 Boat	N/A
	2000 Ford F-450 Brush Truck	350
	2003 E-One Typhoon Rearmount Pumper	1,500
Station 16	Tanker/Pumper	2,500
	Rescue	650
<b>Total GPM</b>		<b>44,800</b>

Source: City of Tallahassee

\* Pumping capacity for Station 5 is not included in total because those apparatus are dedicated to the airport.

The current pumping capacity is defined as the combined amount of water that all apparatus in the Fire Rescue Department can pump to a first alarm non-residential fire. As outlined by Table 4 above, the pumping capacity of the City's Fire Rescue Department is 44,800 gallons per minute. Accordingly, based on National Fire Protection Association firefighting standards for fire flow as provided for in NFPA 1 Fire Code, 2015, Chapter 18 (assuming ordinary construction), the Fire Rescue Department currently has sufficient fire flow capacity to provide service coverage in the event of a structure fire involving unlimited square feet.



Table 5 below details the Fire Rescue Department's response protocol.

**Table 5**  
**Minimum Response Protocol**

Call Type	Typical City Response
Medical	Engine (1)
Vehicle Accident	Engine (1)
Vehicle Accident with Extraction	Engine (2), Battalion Chief (1)
Residential Fire	Engine (2), Truck(1), Battalion Chief (1), FireMed (1)
Residential/Building Alarm	Engine (1)
Commercial Fire	Engine (3), Truck (1), Battalion Chief (1), FireMed (1)
Hazardous Material	Engine (2), Tanker (1), Truck (1), Haz-Mat (1), Battalion Chief (1), FireMed (1)
Service Calls	Engine (1)

Call Type	Typical County Response
Medical	Rescue (1), Tanker (1)
Vehicle Accident	Rescue (1), Tanker (1)
Vehicle Accident with Extraction	Rescue (1), Tanker (1), Battalion Chief (1), FireMed (1), Engine or Truck (1)
Residential Fire	Rescue (1), Tanker (2), Battalion Chief (1), FireMed (1), Engine or Truck (1)
Residential/Building Alarm	Rescue (1), Tanker (1)
Commercial Fire	Rescue (1), Tanker (1), Battalion Chief (1), FireMed (1), Engine or Truck (3)
Hazardous Material	Rescue (1), Tanker (1), Battalion Chief (1), FireMed (1), Engine or Truck (2), HazMat (1)
Service Calls	Rescue (1), Tanker (1)

Source: City of Tallahassee

## DEVELOPMENT OF FACTORS

### FIRE RESCUE V. EMERGENCY MEDICAL SERVICES

In June 2000, litigation over the City of North Lauderdale fire rescue assessment program resulted in a decision by the Fourth District Court of Appeals in the case of SMM Properties, Inc. v. City of North Lauderdale, (the "North Lauderdale" case). The Fourth District Court of Appeals concluded that Emergency Medical Services (EMS) did not provide a special benefit to property. The Court, however, reaffirmed that fire suppression, fire prevention, fire/building inspections and first response medical services do provide a special benefit to property. In 2002, the Florida Supreme Court upheld the decision of the Fourth District Court of Appeals.

To address these concerns, GSG developed a methodology that removed the costs associated with emergency medical services. This method of splitting the fire and EMS portions of a consolidated public safety department's budget was upheld by the Fourth District Court of Appeals in Desiderio Corporation, et al. vs. The City of Boynton Beach, Florida, et al., 39 So.3d 487 (Fla. 4<sup>th</sup> DCA 2010).

The proposed fire rescue department's line item costs were allocated between fire rescue and emergency medical services as a result of the Florida Supreme Court's opinion in City of North Lauderdale v. SMM Properties that emergency medical services (above the level of first response) do not provide a special benefit to property. Accordingly, the County's fire rescue costs were split from emergency medical service costs based on the following general guidelines.



## DIRECT ALLOCATIONS

To the extent that certain line items could be allocated directly to fire, direct allocations were made. For example, all costs associated with "Utility Service Expense," "Volunteer Fire Department," and "Contractual Svcs - VFD County" were allocated entirely to fire. All costs directly related to "Medical Services" were directly allocated to EMS.

## ADMINISTRATIVE FACTOR

Certain line items were allocated between fire and EMS based on an Administrative Factor. This Administrative Factor is derived by creating a ratio between non-EMS or fire personnel and total combat personnel per shift. The administrative factor calculations are based on the City's total Fire Rescue Department combat personnel staffing, including an allocation for volunteers. Under normal staffing, this results in 75 non-EMS personnel and 14 EMS personnel for a total of 89 combat personnel. This normal staffing yields an 84.27 % percent non-EMS Administrative Factor.

This percentage was applied to all applicable line items to allocate the costs that could not be directly allocated as fire costs or EMS costs, and that could not be operationally allocated (see below). For example, the Administrative Factor was applied to the line item expenditures for "Food," "Human Resource Expense" and "Utilities - Electric" to determine the fire service costs of these line items.

## OPERATIONAL FACTOR

Other line items were allocated between fire and EMS based on an Operational Factor. The Operational Factor is derived by creating a ratio between non-EMS (i.e. fire) calls and EMS calls, and this ratio which is based on the City's Fire Rescue Department's operations, was then applied to certain budget line items such as "Vehicle Fuel" and "Vehicle Replacement".

To develop the Operational Factor, GSG obtained fire rescue incident data identifying the number of fire rescue calls made to property categories within the entire County over a three-year period. The City fire rescue incident data was used to determine the demand for fire rescue services. GSG obtained information from the City in an electronic format, identifying the number and type of fire rescue incident responses for calendar years 2011, 2012 and 2013.

The State Fire Marshal's office uses the Florida Fire Incident Reporting System (FFIRS). This system is a tool for fire rescue departments to report and maintain computerized records of fire rescue incidents and other department activities in a uniform manner. Under this system, a series of basic phrases with code numbers are used to describe fire rescue incidents. Appendix A provides a codes list for the "type of situation found" as recorded on the fire rescue incident reports used to identify EMS and non-EMS calls.

The ratio between non-EMS (i.e. fire) calls and EMS calls is then applied to all applicable line items to allocate the costs that could not be directly allocated as fire costs or EMS costs, and that could not be administratively allocated. For calendar years 2011, 2012 and 2013, the City reported 50,089 total non-government fire rescue incident calls to FFIRS, of which 19,406 were non-EMS (i.e. fire) calls and 30,683 were EMS calls. This information results in a 38.74% non-EMS Operational Factor.

## ASSESSABLE COST CALCULATIONS

The fire services assessable cost calculations for Fiscal Years 2015-16 through 2019-20 are based on the following assumptions for the purpose of this Fire Assessment Memorandum.

- Actual projected expenditures and revenues were provided by the City for Fiscal Years 2015-16 through 2019-20.
- Revenues are shown as a reduction of the total projected expenditures for each fiscal year, thereby reducing the total assessable costs for that year. Revenues are comprised of revenues directly received from or for the delivery of fire services, such as "Fire Inspection Fees," "Forfeited Discounts," "Firefighters Supplemental," and contract for service revenues that are allocated to the fire budget.
- All costs associated with providing contract services to the Tallahassee Regional Airport were included in the assessable budget with the corresponding contract revenues removed from the assessable budget calculations.
- The line item "Under Collection Rate" under "Additional Costs" reflects a 95% collection rate of the Fire Services Assessment.
- The line item "GSG Study/Annual/Update" under "Operating Expenditures" is the cost associated with the anticipated update of the fire assessment program in Fiscal Year 2019-20. These costs are reimbursable through the assessment program.
- The costs associated with supporting the volunteer fire departments were included as 100% fire costs and are included in the assessable budget.

Table 6 provides a calculation of the assessable costs for Fiscal Year 2015-16 based on an application of the above factors to the Fiscal Year 2015-16 Projected Budget. The calculation yields an assessable cost of \$35,497,107 for Fiscal Year 2015-16.

**Table 6**  
**Fire Services Assessable Cost Calculations (FY 2015-16)**

	<b>FY 15-16 Projected Budget</b>	<b>FY 15-16 Assessable Budget</b>
<b>Personnel Services</b>		
Salaries	\$16,683,075	\$13,919,205
Capitalized Wages	(\$37,935)	(\$31,968)
Salary Enhancements	\$1,138,964	\$950,374
Firefighter Holiday Pay	\$617,613	\$515,380
Overtime	\$861,507	\$734,035
Other Salary Items	\$655,681	\$540,911
Pension-Current	\$4,143,996	\$3,457,681
Pension-MAP	\$55,983	\$46,619
Mandatory Medicare	\$242,113	\$201,821
Health Benefits	\$1,945,308	\$1,612,587
Health Benefits-OPEB	\$200,977	\$169,363
Flex Benefits	\$81,415	\$66,711
<b>Total Personnel Services</b>	<b>\$26,588,697</b>	<b>\$22,182,721</b>
<b>Operating Expenditures</b>		
Advertising	\$6,645	\$5,600
Cleaning & Laundry	\$8,731	\$8,209
Reproduction	\$5,412	\$2,404
Equipment Repairs	\$44,801	\$17,357
Medical Services	\$67,001	\$0
Construction Services	\$10,000	\$8,427

	<b>FY 15-16 Projected Budget</b>	<b>FY 15-16 Assessable Budget</b>
Unclassified Contract Svcs	\$290,916	\$170,389
Computer Software	\$3,150	\$2,654
Telephone	\$22,550	\$17,827
Chem-Med-Lab	\$70,246	\$1,672
Food	\$1,211	\$1,021
Gasoline	\$697	\$270
Office Supplies	\$20,441	\$15,978
Uniforms & Clothing	\$298,761	\$251,082
Unclassified Supplies	\$156,294	\$108,628
Non-Capitalized Furniture	\$5,673	\$5,541
Travel & Training	\$72,359	\$49,453
Journals & Books	\$16,857	\$14,963
Memberships	\$4,008	\$3,098
Certificates & Licenses	\$2,300	\$590
Rent Expense-Machines	\$9,992	\$8,420
Unclassified Charges	\$52,500	\$44,242
Bad Debt Expense	\$161,366	\$135,983
Unclassified Equipment	\$351,619	\$308,733
Human Resource Expense	\$421,915	\$355,546
Accounting Expense	\$87,776	\$73,969
Purchasing Expense	\$42,490	\$35,806
Information Systems Expense	\$1,709,303	\$1,440,424
Risk Management Expense	\$575,434	\$484,916
Radio Communications Expense	\$165,497	\$139,464
Revenue Collection Expense	\$64,707	\$54,528
Utility Service Expense	\$1,269,676	\$1,269,676
Vehicle Garage Expense	\$990,333	\$383,685
Vehicle Fuel	\$338,765	\$131,248
Vehicle Replacement	\$3,172,465	\$1,229,109
Utilities-Sewer	\$30,377	\$25,599
Utilities-Sanitation	\$16,149	\$13,609
Utilities-Stormwater	\$21,749	\$18,328
Utilities-Gas	\$37,495	\$31,597
Utilities-Water	\$25,177	\$21,217
Utilities-Electric	\$187,813	\$158,269
Utilities-Fire Services	\$47,890	\$40,357
Indirect Costs	\$757,947	\$638,719
Debt Service Transfer	\$2,834,850	\$2,388,919
RR&I Transfer	\$1,247,500	\$1,051,264
Inter-Fund Transfer	\$10,990	\$9,261
Contribution to Human Resources	\$45,000	\$37,921
Contribution to Consolidated Dispatch Agency	\$321,978	\$271,330
Contractual Svcs - VFD County	\$482,479	\$482,479
Airport Fire Protection	\$1,234,050	\$1,234,050
GSG Study/Annual/Update	\$0	\$0
<b>Total Operating Expenditures</b>	<b>\$17,823,335</b>	<b>\$13,203,830</b>
<b>Total Expenditures</b>	<b>\$44,412,032</b>	<b>\$35,386,551</b>
<b>Revenues</b>		
City-Fire Inspection Fees	\$294,500	\$294,500
City-Firefighters Supplemental	\$76,450	\$76,450
City-Airport	\$1,234,050	\$1,234,050
City-Forfeited Discounts	\$59,300	\$59,300
<b>Total Revenues</b>	<b>\$1,664,300</b>	<b>\$1,664,300</b>
<b>Total Expenditures</b>	<b>\$44,412,032</b>	<b>\$35,386,551</b>



	<b>FY 15-16 Projected Budget</b>	<b>FY 15-16 Assessable Budget</b>
Less Total Revenues	(\$1,664,300)	(\$1,664,300)
<b>Total Net Expenditures before Additional Costs</b>	<b>\$42,747,732</b>	<b>\$33,722,251</b>
<b>Additional Costs</b>		
Under Collection Rate (5%)		\$1,774,856
<b>Total Additional Costs</b>		<b>\$1,774,856</b>
<b>Total Assessable Costs</b>		<b>\$35,497,107</b>

Table 7 shows the calculation of the full cost of the Fire Services Assessment Program for Fiscal Year 2015-16 through Fiscal Year 2019-20 as well as the five-year average Fire Services Assessment Program cost.

**Table 7**  
**Fire Services Assessable Cost Calculations Proforma Five-Year Average (FY 2015-16 thru FY 2019-20)**

	<b>FY 15-16 Assessable Budget</b>	<b>FY 16-17 Assessable Budget</b>	<b>FY 17-18 Assessable Budget</b>	<b>FY 18-19 Assessable Budget</b>	<b>FY 19-20 Assessable Budget</b>	<b>Five-Year Average Assessable Budget</b>
Total Personnel Services	\$22,182,721	\$23,552,663	\$24,866,486	\$27,625,129	\$28,829,470	\$25,411,294
Total Operating Expenditures	\$13,203,830	\$13,360,632	\$13,697,672	\$13,209,205	\$13,000,395	\$13,294,347
<b>Total Expenditures</b>	<b>\$35,386,551</b>	<b>\$36,913,295</b>	<b>\$38,564,158</b>	<b>\$40,834,334</b>	<b>\$41,829,865</b>	<b>\$38,705,641</b>
<b>Total Revenues</b>	<b>(\$1,664,600)</b>	<b>(\$1,729,956)</b>	<b>(\$1,766,528)</b>	<b>(\$1,795,675)</b>	<b>(\$1,825,561)</b>	<b>(\$1,756,404)</b>
<b>Total Net Expenditures before Additional Costs</b>	<b>\$33,722,251</b>	<b>\$35,183,339</b>	<b>\$36,797,630</b>	<b>\$39,038,659</b>	<b>\$40,004,304</b>	<b>\$36,949,237</b>
<b>Total Additional Costs</b>	<b>\$1,774,856</b>	<b>\$1,851,755</b>	<b>\$1,936,718</b>	<b>\$2,054,667</b>	<b>\$2,105,490</b>	<b>\$1,944,697</b>
<b>Total Assessable Costs</b>	<b>\$35,497,107</b>	<b>\$37,035,094</b>	<b>\$38,734,348</b>	<b>\$41,093,326</b>	<b>\$42,109,794</b>	<b>\$38,893,934</b>

The average annual increase in the total assessable costs from Fiscal Year 2009-10 (Prior Study) to 2019-20 is estimated to be 4 - 5%. This estimate could be used for budgetary planning purposes relating to the fire assessment moving forward.

# Determination of Fire Services Demand

## INCIDENT DATA

GSG obtained information from the City in an electronic format, identifying the number and type of fire rescue incident responses for calendar years 2011, 2012 and 2013. The City uses the Florida Fire Incident Reporting System (FFIRS) to record its fire rescue incidents. The FFIRS is a tool for fire rescue departments to report and maintain computerized records of fire rescue incidents and other department activities in a uniform manner.

Under this system, a series of basic phrases with code numbers are used to describe fire rescue incidents. A data field in the FFIRS, “type of situation found,” identifies the incident as an EMS or non-EMS type of call for each incident. Appendix A provides a code list for the “type of situation found” as recorded on the fire rescue incident reports used to identify EMS and non-EMS calls.

Another data field in the FFIRS, “fixed property use,” identifies the type of property that fire rescue departments respond to for each fire rescue incident. The fixed property uses correlate to property uses determined by the Leon County Property Appraiser on the ad valorem tax roll. Appendix B provides a code list for the “fixed property use” as recorded on the fire rescue incident reports.

GSG analyzed the calendar year 2011, 2012 and 2013 fire rescue incident data from the FFIRS files to evaluate trends and determine if aberrations were present. The fire rescue incident data for calendar years 2011, 2012 and 2013 represents 52,103 fire rescue incidents. Of the 52,103 fire rescue incidents, there were 30,683 incidents classified as EMS type incidents based on the type of situation found indicated on the incident report. The 30,683 EMS type incidents were not included in the analysis.

There are certain fire incidents that could not be assigned to a specific property or parcel. These calls represent non-specific type incidents, which are incidents that either could not be correlated to a specific parcel or calls that involved auto accidents and other types of incidents along roads and highways.

Of the 21,420 remaining fire type incidents, 14,638 were calls to specific property uses. The remaining 6,782 incidents were considered non-specific type incidents. Because of the inability to correlate these non-specific type incidents to specific property categories, the call analysis does not include these 6,782 incidents. Additionally, the level of services required to meet anticipated demand for fire services and the corresponding annual fire services budget required to fund fire services provided to non-specific property uses would be required notwithstanding the occurrence of any incidents from such non-specific property uses.

The suppression of fires on vacant land and agricultural property primarily benefits adjacent property by containing the spread of fire rather than preserving the integrity of the vacant parcel. Thus, incidents to vacant and agricultural property were not included in the final analysis of the fire call database. The 116 calls to these two property use categories were removed.

Of the remaining 14,522 fire type incidents, there were 2,014 calls for service to government properties and 12,508 calls to non-Government properties as identified by addresses or fixed property use codes provided in the FFIRS reports. The costs associated with providing service to government properties was segregated and those government properties will fund fire service through a fee that is determined by the historical demand for service as detailed later in this Memorandum.

Table 8 outlines the assignment of fire type incidents based on the analysis conducted by GSG.



**Table 8**  
**Fire Calls by Category (Calendar Years 2011, 2012 and 2013)**

Property Category	Number of Fire Incidents	Percentage of Total Incidents
Non-Government	12,508	86.13%
Government	2,014	13.87%
<b>Total</b>	<b>14,522</b>	<b>100%</b>

Source: City of Tallahassee

## PROPERTY DATA

GSG obtained information from the ad valorem tax roll from the Leon County Property Appraiser's office to develop the assessment roll. Each building within the County on the ad valorem tax roll was assigned to one or more of the property use categories based on their assignment of use by the Leon County Property Appraiser or verification of use obtained through field research. A list of building improvement codes used by the Leon County Property Appraiser and their assignment to a property use category is provided as Appendix C.

The Residential Property Use Category includes such properties as single-family dwelling units, duplexes, mobile homes, triplexes, quadruplexes, apartments, condominiums, townhouses, and cooperatives. In the event the data was indefinite, the DOR codes were used to clarify mobile home categories and help identify condominium and townhouse buildings. For parcels assigned to the Residential Property Use Category, GSG utilized the total number of dwelling units as determined from the building files on the ad valorem tax roll or through the use of field research.

The Non-Residential Property Use Category includes commercial and industrial/warehouse property uses. For parcels within the Non-Residential Property Use Categories (Commercial and Industrial/Warehouse), GSG determined the amount of square footage of the structures using the building files on the ad valorem tax roll or through the use of field research.

For RV parks regulated under Chapter 513, Florida Statutes, in accordance with Sections 166.223 and 125.0168, Florida Statutes, which mandate that cities and counties treat RV parks like commercial property for non-ad valorem assessments levied by the City and County, each RV space within the park was treated as a building of commercial property and assigned the square footage of 191 square feet, the average size of a recreational vehicle, according to the Florida Association of RV Parks and Campgrounds.

# Computation of Fire Services Assessments

This section of the Memorandum includes the assessment rates as calculated within this Assessment Memorandum. The fire rescue assessment cost calculations provided herein are primarily based on information supplied by the City. The assessable cost projections developed by GSG are designed to forecast assessment rates within each property use category for Fiscal Years 2015-16 through 2019-20.

## SERVICE ZONES

Service zones were created under the previous fire assessment study in Fiscal Year 2009-10 to reflect the level of service differentiation of a property located in a higher density area that receives fire protection coverage from multiple stations as compared to a property located in an area generally described as rural and typically serviced by a single fire station. For this purpose, "core stations" were identified and defined as those stations within five road miles of at least two other stations. The creation of a core area was necessary to eliminate the appearance of a higher service level of those properties that may be within five road miles of two stations; however, the location of the property lies between two stations that are nearly ten miles apart. This same approach was used in this study. Any changes in the level of service provided in the two zones will need to be reviewed in subsequent studies to ensure that this approach is still valid.

Those properties included in "Zone 1" were generally located within five road miles of two "core stations." Properties located outside of five road miles of two "core stations" were included in "Zone 2." A map of the service zones is provided in Appendix E.

Calls were plotted, or "geocoded," on a map based upon the address provided in the FFIRS database. Those calls correlated to properties included in "Zone 1," and those calls correlated to properties included in "Zone 2," were aggregated and assigned to the respective zone. Table 9 details the assignment of calls to service zones.

**Table 9**  
**Fire Calls to Non-Governmental Properties by Zone (Calendar Years 2011, 2012 and 2013)**

Zone	Number of Calls to Specific Property Uses
Zone 1	9,590
Zone 2	2,918

The calls for service were then weighted based on the average call duration differential between Zone 1 and Zone 2 to account for the difference in resources used on calls between the two zones. On average a call in Zone 2 is 26% longer in duration than a call in Zone 1. Therefore, all calls in Zone 2 were multiplied by a weighting factor of 1.26 to determine the weighted number of calls while all calls in Zone 1 were assigned a weighting factor of 1.00. Table 10 details the weighting of calls by zone

**Table 10**  
**Weighted Fire Calls to Non-Governmental Properties by Zone (Calendar Years 2011, 2012 and 2013)**

Zone	Number of Calls to Specific Property Uses	Weighting Factor	Number of Weighted Calls to Specific Property Uses
Zone 1	9,590	1.00	9,590.00
Zone 2	2,918	1.26	3,676.68



Table 11 outlines the property use category assignment of weighted fire type incidents for non-governmental properties based on the historical demand for service in each zone.

**Table 11.**  
**Weighted Fire Calls by Category to Non-Governmental Properties (Calendar Years 2011, 2012 and 2013)**

Category	Zone 1		Zone 2	
	Number of Incidents	Percentage of Calls	Number of Incidents	Percentage of Calls
Residential	6,036	62.94%	3,186.54	86.67%
Commercial	3,448	35.95%	444.78	12.10%
Industrial/Warehouse	106	1.11%	45.36	1.23%
<b>Total</b>	<b>9,590</b>	<b>100%</b>	<b>3,676.68</b>	<b>100%</b>

Source: City of Tallahassee

## SPECIAL BENEFIT ASSUMPTIONS

The following assumptions support a finding that the fire services, facilities, and programs provided by the City provide a special benefit to the assessed parcels.

- Fire services, facilities, and programs possess a logical relationship to the use and enjoyment of property by: (i) protecting the value and integrity of improvements and structures through the availability and provision of comprehensive fire services; (ii) protecting the life and safety of intended occupants in the use and enjoyment of property; (iii) lowering the cost of fire insurance by the presence of a professional and comprehensive fire services program; and (iv) containing fire incidents occurring on land with the potential to spread and endanger other property and property features.
- The availability and provision of comprehensive fire services enhances and strengthens the relationship of such services to the use and enjoyment of the parcels of property, the market perception of the area and, ultimately, the property values within the assessable area.

## APPORTIONMENT METHODOLOGY

The following section describes the assessment apportionment methodology for fire services based on: (i) the fire services assessable cost calculations; (ii) the ad valorem tax roll maintained by the property appraiser and the availability of the data residing on the database; and (iii) the fire rescue incident data.

## COST APPORTIONMENT

The assessable costs were first apportioned among government and non-government property based upon the historical demand for service percentages shown in Table 8. The assessable costs attributable to non-government property were then apportioned to Zone 1 and Zone 2 and then further to the individual property use categories in each service zone based upon the weighted historical demand for fire services reflected by the fire incident data experienced in each service zone for Calendar Years 2011, 2012 and 2013. The five-year average cost apportionment is illustrated in Table 12.



**Table 12**  
**Cost Apportionment (Five-Year Average)**

Category	Zone 1 (72.29% of Weighted Fire Calls)			Zone 2 (27.71% of Weighted Fire Calls)		
	Total Calls	Percentage	Assessable Costs	Total Calls	Percentage	Assessable Costs
Residential	6,036	62.94%	\$15,239,222	3,186.54	86.67%	\$8,045,128
Commercial	3,448	35.95%	\$8,705,242	444.78	12.10%	\$1,122,946
Industrial/Warehouse	106	1.11%	\$267,621	45.36	1.23%	\$114,521
<b>Total</b>	<b>9,590</b>	<b>100%</b>	<b>\$24,212,085</b>	<b>3,676.68</b>	<b>100%</b>	<b>\$9,282,595</b>

## PARCEL APPORTIONMENT

The share of the assessable costs apportioned to each property use category was further apportioned among the individual buildings of property within each property use category in the manner described in Table 13.

**Table 13**  
**Parcel Apportionment within Property Use Categories**

Category	Parcel Apportionment
Residential	Dwelling Unit
Non-Residential	Improvement Area Per Building Within Square Footage Ranges
-Commercial	(100,000 Square Foot Cap Per Building)
-Industrial/Warehouse	

Applying the foregoing parcel apportionment methodology, fire assessment rates were computed for each property use category. The specific methodology, underlying special benefit and fair apportionment assumptions are included below and generally described.

## RESIDENTIAL PARCEL APPORTIONMENT ASSUMPTIONS

The following assumptions support findings that the parcel apportionment applied in the Residential Property Use category are fair and reasonable. The Residential Property Use Category includes such properties as single-family dwelling units and multi-family dwelling units.

- The size or the value of the residential parcel does not determine the scope of the required fire services. The potential demand for fire services is driven by the existence of a dwelling unit and the anticipated average occupant population.
- Apportioning the assessable costs for fire services attributable to the residential property use category on a per dwelling unit basis is required to avoid cost inefficiency and unnecessary administration, and is a fair and reasonable method of parcel apportionment based upon historical fire call data.
- The consolidation of single-family and multi-family properties into a single category is fair and reasonable because they are similar property uses and the number of calls per dwelling unit is not significantly different.

## RESIDENTIAL PARCEL APPORTIONMENT CALCULATION

Based upon the historical demand for fire services, the percentages of assessable costs attributable to residential properties were calculated. The amount of the assessable costs allocable to each residential property was divided by the number of dwelling units in the Residential Property Use Category to compute the fire assessment to be imposed against each dwelling unit. For each residential parcel, the actual number of dwelling units located on the parcel will be multiplied by the residential dwelling unit rate to compute the residential fire assessment amount for the parcel.

Table 14 illustrates the assignment of dwelling units under this apportionment methodology to the Residential Property Use Category for each zone.

**Table 14**  
**Parcel Apportionment (Residential Property Use Category)**

Residential Property Use Category	Number of Dwelling Units-Zone 1	Number of Dwelling Units-Zone 2
Residential Dwelling Units	75,921	43,378

Source: Leon County Property Appraiser Data

## NON-RESIDENTIAL PARCEL APPORTIONMENT ASSUMPTIONS

The Non-Residential Property Use category includes commercial and industrial/warehouse property uses. The capacity to handle fires and other emergencies in Non-Residential Property Use category is governed by the following:

- The current pumping capacity is defined as the combined amount of water that all apparatus in the Fire Department can pump to a non-residential fire. As outlined by Table 4 above, the pumping capacity of the Fire Department is 44,800 gallons per minute. Accordingly, based on National Fire Protection Association firefighting standards for fire flow as provided for in NFPA 1 Fire Code, 2015, Chapter 18 (assuming ordinary construction), the Fire Rescue Department currently has sufficient fire flow capacity to provide service coverage in the event of a structure fire involving unlimited square feet. To avoid inefficiency and unnecessary administration, the City has made a policy decision to set the maximum classification of any building at 100,000 square feet.

The following assumption supports findings that the parcel apportionment applied in the Non-Residential Property Use category is fair and reasonable.

- The risk of loss and demand for fire services availability is substantially the same for structures below a certain minimum size. Because the value and anticipated occupancy of structures below a certain minimum size is less, it is fair, reasonable, and equitable to provide a lesser assessment burden on such structures by the creation of a specific property parcel classification for those parcels.
- The separation of non-residential buildings into square footage classifications is fair and reasonable for the purposes of parcel apportionment because: (i) the absence of a need for precise square footage data within the ad valorem tax records maintained by the property appraiser undermines the use of actual square footage of structures and improvements within each improved building as a basis for parcel apportionment; (ii) the administrative expense and complexity created by an on-site inspection to determine the actual square footage of structures and improvements within each improved parcel assessed is impractical; and (iii) the demand for fire services availability is not precisely determined or measured by the actual square footage of structures and improvements within benefited parcels; and (iv) the classification of buildings within square footage ranges is a fair and reasonable method to classify benefited parcels and to apportion costs among benefited buildings that create similar demand for the availability of fire services.
- The consolidation of commercial and institutional properties into a single category is fair and reasonable because the non-government institutional type properties are similar in use to the commercial type properties.



The parcel apportionment for each Non-Residential Property Use Classification shall include both minimum building classifications and an additional classification of all other buildings based upon the assumed square footage of structures and improvements within the improved parcel. The Non-Residential Property Use Classifications include Commercial and Industrial/Warehouse. The following describes the Non-Residential Property parcel apportionment calculation and classification for the Commercial and Industrial/Warehouse categories.

## NON-RESIDENTIAL PARCEL APPORTIONMENT CALCULATION

Based upon the historical demand for fire services, property in the Non-Residential Property Use categories will be responsible for funding a percentage of assessable costs. The amount of the assessable costs allocable to buildings within each of the Non-Residential Property Use Classifications was calculated based upon the following building classifications.

- Non-residential buildings with square footage of non-residential improvements less than 1,999 square feet were assigned an improvement area of 1,000 square feet per building. Buildings with square footage of non-residential improvements between 2,000 square feet and 3,499 square feet were assigned an improvement area of 2,000 square feet per building. Buildings with non-residential improvements between 3,500 square feet and 4,999 square feet were assigned an improvement area of 3,500 square feet per building. Buildings with non-residential improvement areas between 5,000 square feet and 9,999 square feet were assigned an improvement area of 5,000 square feet per building. For buildings containing non-residential improvements between 10,000 square feet and 99,999 square feet, assignments of improvement area were made in 10,000 square foot increments.
- For buildings, containing non-residential improvements over 99,999 square feet, an assignment of improvement area of 100,000 was made.

Sections 125.0168 and 166.223, Florida Statutes, relating to special assessments levied on recreational vehicle parks regulated under Chapter 513, Florida Statutes are based on the following:

- When a city or county levy a non-ad valorem special assessment on a recreational vehicle park regulated under Chapter 513, the non-ad valorem special assessment shall not be based on the assertion that the recreational vehicle park is comprised of residential units. Instead, recreational vehicle parks regulated under Chapter 513 shall be assessed as a commercial entity in the same manner as a hotel, motel, or other similar facility.

Table 15 illustrates the assignment of improvement area under this apportionment methodology for the Commercial and Industrial/Warehouse categories.

**Table 15**  
**Parcel Apportionment (Non-Residential Property Use Category)**

Square Foot Tiers	Number of Commercial Buildings		Number of Industrial/Warehouse Buildings	
	Zone 1	Zone 2	Zone 1	Zone 2
≤ 1,999	1,444	238	86	45
2,000 - 3,499	961	173	147	54
3,500 - 4,999	536	88	122	51
5,000 - 9,999	809	111	274	79
10,000 - 19,999	407	73	196	27
20,000 - 29,999	141	19	60	5
30,000 - 39,999	81	4	28	2
40,000 - 49,999	48	7	13	0
50,000 - 59,999	34	3	9	0
60,000 - 69,999	18	4	5	0
70,000 - 79,999	13	2	3	4
80,000 - 89,999	11	2	5	1
90,000 - 99,999	9	3	3	0
≥ 100,000	39	3	13	0

Source: Leon County Property Appraiser Data

Because the suppression of fires on vacant land and agricultural property primarily benefits adjacent property by containing the spread of fire rather than preserving the integrity of the vacant parcel, incidents to vacant and agricultural property were not included in the final analysis of the fire call database. Therefore, only the primary structures on vacant and agricultural parcels will be charged.

## FIRE ASSESSMENT RATES

Applying the parcel apportionment methodology, fire services assessment rates were computed for each specified property use category. Based on the assessable costs of providing fire services, the number of fire calls apportioned to specific property categories and the number of billing units within the specified property categories.

Table 16 illustrates the assessment rates after application of the assessment methodology based on 100 percent funding of the five-year average total assessable costs.



**Table 16**  
**Fire Services Assessment Rates (Five Year Average)**

Residential Property Use Categories		Zone 1 - Rate Per Dwelling Unit	Zone 2 - Rate Per Dwelling Unit
Residential Dwelling Unit		\$201	\$185
Commercial Property Use Category	Building Classification (In square foot ranges)	Zone 1 - Rate Per Building	Zone 2 - Rate Per Building
	≤ 1,999	\$293	\$267
	2,000 - 3,499	\$585	\$533
	3,500 - 4,999	\$1,023	\$933
	5,000 - 9,999	\$1,461	\$1,332
	10,000 - 19,999	\$2,921	\$2,663
	20,000 - 29,999	\$5,842	\$5,326
	30,000 - 39,999	\$8,762	\$7,989
	40,000 - 49,999	\$11,683	\$10,652
	50,000 - 59,999	\$14,603	\$13,315
	60,000 - 69,999	\$17,524	\$15,978
	70,000 - 79,999	\$20,444	\$18,641
	80,000 - 89,999	\$23,365	\$21,304
	90,000 - 99,999	\$26,285	\$23,967
	≥ 100,000	\$29,206	\$26,630
Industrial/Warehouse Property Use Category	Building Classification (In square foot ranges)	Zone 1 - Rate Per Building	Zone 2 - Rate Per Building
	≤ 1,999	\$28	\$76
	2,000 - 3,499	\$56	\$152
	3,500 - 4,999	\$98	\$265
	5,000 - 9,999	\$139	\$378
	10,000 - 19,999	\$278	\$756
	20,000 - 29,999	\$556	\$1,511
	30,000 - 39,999	\$834	\$2,266
	40,000 - 49,999	\$1,112	\$3,021
	50,000 - 59,999	\$1,390	\$3,776
	60,000 - 69,999	\$1,668	\$4,532
	70,000 - 79,999	\$1,946	\$5,287
	80,000 - 89,999	\$2,224	\$6,042
	90,000 - 99,999	\$2,502	\$6,797
	≥ 100,000	\$2,780	\$7,552

\*Estimated Gross Revenue: \$33,494,680; Estimated Institutional Tax Exempt Buy-down: \$1,052,276; Estimated Net Revenue: \$32,442,404.

## EXEMPTIONS AND IMPACT OF EXEMPTIONS

Because the fire services assessment is being developed to meet the case law standards for a valid special assessment, any proposed exemptions require special scrutiny. The crafting of an exemption must be founded upon a legitimate public purpose, and not tramp on state or federal constitutional concepts of equal protection and constitutional prohibitions against establishment of religion or the use of the public treasury directly or indirectly to aid religious institutions. Furthermore, to ensure public acceptance, any exemption must make common sense and be fundamentally fair. Finally, the impact of any proposed exemption should be evaluated in terms of its magnitude and fiscal consequences on the City and County's general funds respectively.

Whenever crafting an exemption, it is important to understand that the fair apportionment element required by Florida case law prohibits the shifting of the fiscal costs of any special assessment from exempt landowners to other non-exempt landowners. In other words, the funding for an exemption from a special assessment must come from a legally available external revenue source, such as the City and

County's general funds. Funding for fire assessment exemptions cannot come from the proceeds derived directly from the imposition of special assessments for fire services and facilities. Because any exemption must be funded by an external funding source, the grant of any exemption will not have any impact upon the fire assessment to be imposed upon any other non-exempt parcels.

The decision to fund exemptions for fire services assessments on property owned by non-governmental entities is based upon the determination that such exemptions constituted a valid public purpose.

Table 17 summarizes the estimated impact of exempting institutional, wholly tax-exempt property based on the five-year average assessable budget.

**Table 17**  
**Estimated Impact of Exemptions (Five-Year Average)**

<b>Financial Classification</b>	<b>Zone 1</b>	<b>Zone 2</b>	<b>Total</b>
Estimated Assessable Costs	\$24,212,085	\$9,282,595	\$33,494,680
Estimated Buy-down for Institutional Tax-Exempt Building Uses	\$791,202	\$261,074	\$1,052,276
<b>Estimated Revenue Generated</b>	<b>\$23,420,883</b>	<b>\$9,021,521</b>	<b>\$32,442,404</b>

# Fire Services Fees Imposed on Governmental Property

The special benefit and fair and reasonable apportionment requirements for a valid special assessment do not rigidly apply to charges against government property. Florida case law has stated that user fees are paid by choice and are charged in exchange for a particular governmental service, which benefits the property paying the fee in a manner not shared by other members of the public. In the user fee context, choice means that the property paying the fee has the option of not using the governmental service and thereby avoiding the charge. Under such tests and definition of choice, the validity of both impact fees and stormwater fees have been upheld.

Impact fees are imposed to place the economic burden of infrastructure required by growth on new development. Stormwater fees are imposed to control and treat the stormwater burden generated by the use and enjoyment of developed property. Likewise, fire services provided by the City and County are intended to meet the historical demand for fire services from developed property and such fee benefits the owner or user of developed property in a manner not shared by other members of society (e.g., the owner of undeveloped property).

The Florida Attorney General has recognized that state-owned property is not required to pay a special assessment without legislative authorization but that such authorization is not needed for user fees or service charges. Additionally, a valid charge cannot be enforced by a lien against public property absent elector approval. Rather, the enforcement remedy is a mandamus action to compel payment. In addition, certain general laws preempt the home rule power of local governments to impose special assessments on educational institutions.

As discussed previously and documented in the "Incident Data" section of this document, the fire services incidents were analyzed to determine the fire services demand for all governmental property. It was determined that approximately 13.87% of the total fire calls were attributable to governmental property. Therefore, approximately 13.87% of the total assessable budget was allocated to governmental property as shown in Table 18 below.

**Table 18**  
**Government Cost Allocation**

Total Assessable Costs	Percentage of Governmental Calls	Governmental Cost Allocation
\$38,893,934	13.87%	\$5,399,254

The costs attributable to each governmental entity will be allocated based on each entities percentage of the total governmental square footage as determined by the City. GSG calculated a rate per square foot for governmental property based on the governmental cost allocation in Table 18 and the total governmental square footage as provided by the City. This calculation is shown in Table 19 below.

**Table 19**  
**Government Rate Calculation**

Governmental Cost Allocation	Total Government Square Feet	Government Rate Per Square Foot
\$5,399,254	25,608,345	\$0.211



# Additional Information

## EXEMPTION CALCULATIONS

GSG utilized the most current data to identify institutional, tax-exempt parcels within the County in order to calculate the aggregate cost ('buy down') of these parcels. In addition, best efforts were made by GSG to reconcile any differences necessary to calculate the estimated buy down for this exemption category. Missing or incorrect property data could affect the estimated aggregate costs.

## NON-SPECIFIC CALLS

In the fire call analysis, certain fire related calls were classified as non-property specific, because of the location of occurrence in the incident report. These calls represent non-specific incidents that either could not be correlated to a specific parcel or involved auto accidents or other types of incidents along roads and highways. These calls are excluded from the analysis that determines the percentage of calls for service to respective property types and therefore, are not considered in the determination of the extent of budget required to fund the department. Because the budget is established based on the ability of the department to adequately protect structures, no adjustment has been made to the budget due to non-property specific calls.

## MOBILE HOME AND RECREATIONAL VEHICLE PARK VACANCY CREDIT

As a consequence of the transient use and potential extraordinary vacancies within mobile home and recreational vehicle (RV) parks as compared to other residential property and the lack of demand for fire services for unoccupied spaces, it is fair and reasonable to provide for an extraordinary vacancy adjustment procedure for mobile home and RV park properties. Vacant mobile home and RV spaces within a mobile home or RV park will be charged; however, these properties will be eligible for an extraordinary vacancy adjustment for vacant mobile home or RV spaces.

## VERIFICATION OF SQUARE FOOTAGE OF STRUCTURES ON TAX-EXEMPT PARCELS

The ad valorem tax roll provides the data required to determine value. So long as properties remain in the name of owners exempt from ad valorem taxation, the property appraiser may not consistently maintain data related to building improvements on such parcels. As a consequence of such data imperfections, the square footage on some of the parcels, particularly for institutional private sector classifications, may not be complete. The City of Tallahassee Fire Department staff has assisted GSG in verifying square footage information for certain parcels of property within the County.

## BILLING PROPERTIES WITH MULTIPLE UTILITY ACCOUNTS

The proposed methodology can determine the assessment rate per building on a tax parcel. However, for some non-residential properties there may be many utility accounts assigned to a building. When utilizing the utility bill to collect the Fire Services Assessment, a considerable amount of data collection will be necessary to assess each utility account assigned to the building.



# Appendix A

## SITUATION FOUND CODES AND DESCRIPTIONS

<b>Code</b>	<b>Description</b>	<b>Type</b>
100	Fire, Other	Non-EMS
111	Building Fire	Non-EMS
112	Fires in structures other than in a building	Non-EMS
113	Cooking fire, confined to a container	Non-EMS
114	Chimney or flue fire, confined to chimney or flue	Non-EMS
115	Incinerator overload or malfunction, fire confined	Non-EMS
116	Fuel burner/boiler malfunction, fire confined	Non-EMS
117	Commercial compactor fire, confined to rubbish	Non-EMS
118	Trash or rubbish fire, contained	Non-EMS
118B	Bonfire Contained	Non-EMS
120	Fire in mobile property used as a fixed structure, other	Non-EMS
121	Fire in mobile home used as a fixed residence	Non-EMS
122	Fire in mobile home, camper, recreational vehicle	Non-EMS
123	Fire in portable building, fixed location	Non-EMS
130	Mobile property (vehicle) fire, other	Non-EMS
131	Passenger vehicle fire	Non-EMS
132	Road freight or transport vehicle fire	Non-EMS
134	Water vehicle fire	Non-EMS
137	Camper or RV fire	Non-EMS
138	Off Road vehicle or heavy equipment fire	Non-EMS
140	Natural vegetation fire	Non-EMS
141	Forest, woods or wildland fire	Non-EMS
142	Brush, or brush and grass mixture fire	Non-EMS
143	Grass fire	Non-EMS
150	Outside rubbish fire, other	Non-EMS
151	Outside rubbish, trash or waste fire	Non-EMS
152	Garbage dump or sanitary landfill fire	Non-EMS
153	Construction or demolition landfill fire	Non-EMS
154	Dumpster or other outside trash receptacle fire	Non-EMS
155	Outside stationary compactor/compacted trash fire	Non-EMS
160	Special outside fire, other	Non-EMS
161	Outside storage fire	Non-EMS
162	Outside equipment fire	Non-EMS
170	Cultivated vegetation, crop fire, other	Non-EMS
200	Overpressure rupture, explosion, overheating, other	Non-EMS
210	Overpressure rupture from steam, other	Non-EMS
211	Overpressure rupture of steam pipe or pipeline	Non-EMS
213	Steam rupture of pressure or process vessel	Non-EMS
220	Overpressure rupture from air or gas, other	Non-EMS
221	Overpressure rupture of air or gas pipe/pipeline	Non-EMS
223	Air or gas rupture of pressure or process vessel	Non-EMS
240	Explosion (no fire), other	Non-EMS
243	Fireworks explosion (no fire)	Non-EMS
251	Excessive heat, scorch burns with no ignition	Non-EMS
3	Rescue Call	EMS
300	Rescue, EMS call, other	EMS
311	Medical assist, assist EMS crew	EMS
320	Allergic reaction	EMS

<b>Code</b>	<b>Description</b>	<b>Type</b>
321	EMS call, excluding vehicle accident with injury	EMS
321B	Blood Pressure Check	EMS
322	Vehicle accident with injuries	EMS
323	Motor vehicle/pedestrian accident (MV Ped)	EMS
324	Motor Vehicle Accident, No Injuries	Non-EMS
331	Lock-in (if lock out, use 511)	Non-EMS
341	Search for person on land	Non-EMS
342	Search for person in water	Non-EMS
350	Extrication, rescue, other	Non-EMS
351	Extrication of victim(s) from building/structure	Non-EMS
352	Extrication of victim(s) from vehicle	Non-EMS
353	Removal of victim(s) from stalled elevator	Non-EMS
354	Trench/below grade rescue	Non-EMS
355	Confined space rescue	Non-EMS
356	High angle rescue	Non-EMS
361	Swimming/recreational water areas rescue	Non-EMS
365	Watercraft rescue	Non-EMS
370	Electrical rescue	Non-EMS
371	Electrocution or potential electrocution	Non-EMS
372	Trapped by power lines	Non-EMS
381	Rescue or EMS standby	EMS
400	Hazardous condition, other	Non-EMS
400P	Hazardous Condition Powder	Non-EMS
410	Flammable gas or liquid condition, other	Non-EMS
411	Gasoline or other flammable liquid spill	Non-EMS
412	Gas leak	Non-EMS
413	Oil or other combustible liquid spill	Non-EMS
422	Chemical spill or leak	Non-EMS
423	Refrigeration leak	Non-EMS
424	Carbon monoxide incident	Non-EMS
440	Electrical wiring/equipment problem, other	Non-EMS
441	Heat from short circuit (wiring), defective/worn	Non-EMS
442	Overheated motor	Non-EMS
443	Light ballast breakdown	Non-EMS
444	Power line down	Non-EMS
445	Arcing, shorted electrical equipment	Non-EMS
451	Police Assist	Non-EMS
460	Accident, potential accident, other	Non-EMS
461	Building or structure weakened or collapsed	Non-EMS
462	Aircraft standby	Non-EMS
462A	Aircraft Standby, Electrical Indicators	Non-EMS
462E	Aircraft Standby, Engine Failure	Non-EMS
462O	Aircraft Standby, Other	Non-EMS
463	Vehicle accident, general cleanup	Non-EMS
471	Explosive, bomb removal (for bomb scare, use 721)	Non-EMS
480	Attempted burning, illegal action, other	Non-EMS
481	Attempt to burn	Non-EMS
482	Threat to burn	Non-EMS

<b>Code</b>	<b>Description</b>	<b>Type</b>
500	Service call, other	Non-EMS
500C	Service Call Other - Check	Non-EMS
510	Person in distress, other	Non-EMS
511	Lock-out	Non-EMS
512	Ring or jewelry removal	Non-EMS
520	Water problem, other	Non-EMS
521	Water evacuation	Non-EMS
522	Water or steam leak	Non-EMS
531	Smoke or odor removal	Non-EMS
540	Animal problem, other	Non-EMS
541	Animal problem	Non-EMS
542	Animal rescue	Non-EMS
550	Public service assistance, other	Non-EMS
551	Assist police or other governmental agency	Non-EMS
551E	Assist EMS	EMS
551R	Airport Runway Check	Exclude
552	Police matter	Non-EMS
553	Public service	Non-EMS
553D	Public Service Smoke Detector	Non-EMS
554	Assist invalid	EMS
555	Defective elevator	Non-EMS
561	Unauthorized burning	Non-EMS
571	Cover assignment, standby, moveup	Non-EMS
600	Good intent call, other	Non-EMS
611	Dispatched & canceled en route	Non-EMS
621	Wrong location	Non-EMS
621L	Unable to Locate	Non-EMS
622	No incident found upon arrival	Non-EMS
631	Authorized controlled burning	Non-EMS
632	Prescribed fire	Non-EMS
641	Vicinity alarm (incident in other location)	Non-EMS
650	Steam, other gas mistaken for smoke, other	Non-EMS
651	Smoke scare, odor of smoke	Non-EMS
652	Steam, vapor, fog or dust thought to be smoke	Non-EMS
653	Barbecue, tar kettle	Non-EMS
661	EMS call, party transported by non-fire agency	EMS
671	Hazmat release investigation w/no hazmat	Non-EMS
672	Biological hazard investigation, none found	Non-EMS
700	False alarm or false call, other	Non-EMS
710	Malicious, mischievous false call, other	Non-EMS
711	Municipal alarm system, malicious false alarm	Non-EMS
712	Direct tie to FD, malicious/false alarm	Non-EMS
713	Telephone, malicious false alarm	Non-EMS
714	Central station, malicious false alarm	Non-EMS
715	Local alarm system, malicious false alarm	Non-EMS
721	Bomb scare - no bomb	Non-EMS
730	System malfunction	Non-EMS
731	Sprinkler activation due to malfunction	Non-EMS



<b>Code</b>	<b>Description</b>	<b>Type</b>
732	Extinguishing system activation due to malfunction	Non-EMS
733	Smoke detector activation due to malfunction	Non-EMS
734	Heat detector activation due to malfunction	Non-EMS
735	Alarm system sounded due to malfunction	Non-EMS
736	CO detector activation due to malfunction	Non-EMS
740	Unintentional transmission of alarm, other	Non-EMS
740R	Alarm Reset	Non-EMS
741	Sprinkler activation, no fire - unintentional	Non-EMS
742	Extinguishing system activation	Non-EMS
743	Smoke detector activation, no fire - unintentional	Non-EMS
744	Detector activation, no fire - unintentional	Non-EMS
745	Alarm system sounded, no fire - unintentional	Non-EMS
745B	Alarm System Activated/Burnt Floor/No Fire	Non-EMS
745T	Alarm System Activated/Testing/Maintenance	Non-EMS
746	Carbon monoxide detector activation, no CO	Non-EMS
800	Severe weather or natural disaster, other	Non-EMS
813	Wind storm, tornado/hurricane assessment	Non-EMS
814	Lightning strike (no fire)	Non-EMS
900	Special type of incident, other, Dumpster fire	Non-EMS
900A	Training/Academy	Exclude
900B	Training/Territory	Exclude
900E	Inspection	Exclude
900G	Drug Test	Exclude
900H	Hose Testing	Exclude
900I	Hydrant Inspection	Exclude
900P	Prefire Planning	Exclude
900R	Fire/Re-Check	Non-EMS
900T	Test Incident/CAD/PMDC	Exclude
911	Citizen complaint	Non-EMS

# Appendix B

## FIXED PROPERTY USE CODES AND DESCRIPTIONS

<b>Code</b>	<b>Description</b>	<b>Category</b>
000	FIXED PROP USE UNDETERMINED	NON-SPECIFIC
100	UNKNOWN OTHER	NON-SPECIFIC
110	FIXED USE RECREATION, OTHER	COMMERCIAL
111	BOWLING ESTABLISHMENT	COMMERCIAL
112	BILLIARD CENTER	COMMERCIAL
113	AMUSEMENT CENTER	COMMERCIAL
115	ROLLER RINK	COMMERCIAL
116	SWIMMING FACILITY	COMMERCIAL
120	VARIABLE USE AMUSEMENT/RECREATION	COMMERCIAL
121	BALLROOM,GYMNASIUM	COMMERCIAL
122	EXHIBITION HALL	COMMERCIAL
123	ARENA/STADIUM	COMMERCIAL
124	PLAYGROUND	COMMERCIAL
129	AMUSEMENT CENTER INDOOR/OUTDOOR	COMMERCIAL
130	PLACES OF WORSHIP,CHURCH,FUNERAL PARLOR	COMMERCIAL
131	CHURCH/CHAPEL	COMMERCIAL
134	FUNERAL PARLOR/CHAPEL	COMMERCIAL
140	CLUBS, OTHER	COMMERCIAL
141	ATHLETIC CLUB/YMCA	COMMERCIAL
142	CLUB HOUSE	COMMERCIAL
143	YACHT CLUB	COMMERCIAL
144	CASINO, GAMBLING CLUBS	COMMERCIAL
150	PUBLIC, GOVT, OTHER	COMMERCIAL
151	LIBRARY	COMMERCIAL
152	MUSEUM, ART GALLERY	COMMERCIAL
154	MEMORIAL STRUCTURE,MONUMENT	COMMERCIAL
155	COURT ROOM	COMMERCIAL
160	EATING/DRINKING PLACES	COMMERCIAL
161	RESTAURANT	COMMERCIAL
162	NIGHTCLUB	COMMERCIAL
170	TERMINALS OTHER	COMMERCIAL
173	BUS TERMINAL	COMMERCIAL
180	THEATER, STUDIO OTHER	COMMERCIAL
181	PERFORMANCE THEATER	COMMERCIAL
182	AUDITORIUM, CONCERT HALL	COMMERCIAL
183	MOVIE THEATER	COMMERCIAL
185	RADIO, TV STUDIO	COMMERCIAL
200	EDUCATIONAL PROPERTY OTHER	COMMERCIAL
210	SCHOOLS NON-ADULT OTHER	COMMERCIAL
211	PRE-SCHOOL	COMMERCIAL
213	ELEMENTARY SCHOOL	COMMERCIAL
215	HIGH SCHOOL/JR HIGH/MIDDLE SCHOOL	COMMERCIAL
241	COLLEGE/UNIVERSITY	COMMERCIAL
254	DAY CARE-IN COMMERCIAL PROPERTY	COMMERCIAL
255	DAY CARE-IN RESIDENCE-LICENSED	COMMERCIAL
300	HEALTHCARE/DETENTION OTHER	COMMERCIAL
311	CARE OF THE AGED/NURSING STAFF	COMMERCIAL
321	MENTAL RETARDATION/DEVELOPMENT DISABILITY FACILITY	COMMERCIAL

<b>Code</b>	<b>Description</b>	<b>Category</b>
322	ALCOHOL/SUBSTANCE ABUSE RECOVERY CENTER	COMMERCIAL
323	ASYLUM/MENTAL INSTITUTION	COMMERCIAL
331	HOSPITAL-MEDICAL/PSYCHIATRIC	COMMERCIAL
332	HOSPICES	COMMERCIAL
340	CLINICS, OTHER	COMMERCIAL
341	CLINIC, CLINIC-TYPE INFIRMARY	COMMERCIAL
342	DOCTOR/DENTIST/SURGEONS OFFICE	COMMERCIAL
343	HEMODIALYSIS UNIT	COMMERCIAL
361	JAIL/PRISON - NOT JUVENILE	COMMERCIAL
363	REFORMATORY, JUVENILE DETENTION CENTER	COMMERCIAL
365	POLICE STATION	COMMERCIAL
365A	POLICE TRAINING CENTER	COMMERCIAL
400	RESIDENTIAL OTHER	RESIDENTIAL
419	ONE- AND TWO-FAMILY DWELLING	RESIDENTIAL
429	MULTI-FAMILY DWELLINGS	RESIDENTIAL
439	ROOMING, BOARDING, RESIDENTIAL HOTELS	COMMERCIAL
449	HOTELS, MOTELS, INNS, LODGES	COMMERCIAL
459	RESIDENTIAL BOARD AND CARE	COMMERCIAL
460	DORMITORIES OTHER	COMMERCIAL
462	FRATERNITY, SORORITY HOUSE	COMMERCIAL
464	MILITARY BARRACKS/DORMITORY	RESIDENTIAL
500	MERCANTILE PROPERTIES OTHER	COMMERCIAL
511	CONVENIENCE STORE	COMMERCIAL
519	FOOD, BEVERAGE SALES, GROCERY STORE	COMMERCIAL
529	TEXTILE, WEARING APPAREL SALES	COMMERCIAL
539	HOUSEHOLD GOODS SALES, REPAIRS	COMMERCIAL
549	SPECIALTY SHOPS	COMMERCIAL
557	BARBER, BEAUTY SHOP, PERSONAL SERVICES	COMMERCIAL
559	RECREATIONAL, HOBBY, HOME SALES, PET STORE	COMMERCIAL
564	SELF-SERVICE LAUNDRY/DRY CLEANING	COMMERCIAL
569	PROFESSIONAL SUPPLIES	COMMERCIAL
571	SERVICE STATION	COMMERCIAL
579	MOTOR VEHICLE, BOAT SALES/SERVICE/REPAIRS	COMMERCIAL
580	GENERAL ITEM STORES, OTHER	COMMERCIAL
581	DEPARTMENT STORE	COMMERCIAL
592	BANK W/FIRST STORY BANKING FACILITY	COMMERCIAL
593	MEDICAL, RESEARCH, SCIENTIFIC OFFICE	COMMERCIAL
596	POST OFFICE OR MAILING FORMS	COMMERCIAL
599	BUSINESS OFFICES	COMMERCIAL
600	BASIC INDUSTRY, UTILITY, DEFENSE OTHER	INDUSTRIAL/WAREHOUSE
610	ENERGY PRODUCTION, OTHER	INDUSTRIAL/WAREHOUSE
614	STEAM, HEAT ENERGY PLANT	INDUSTRIAL/WAREHOUSE
615	ELECTRIC GENERATING PLANT	INDUSTRIAL/WAREHOUSE
629	LABORATORIES	INDUSTRIAL/WAREHOUSE
631	NATIONAL DEFENSE SITE/MILITARY SITE	COMMERCIAL
635	COMPUTER, DATA PROCESSING CNTR	INDUSTRIAL/WAREHOUSE
639	COMMUNICATIONS CENTER	INDUSTRIAL/WAREHOUSE
640	UTILITY, ENERGY DISTRIBUTION CNTR OTHER	INDUSTRIAL/WAREHOUSE



<b>Code</b>	<b>Description</b>	<b>Category</b>
642	ELECTRIC TRANSMISSION DISTIB. SYSTEM	INDUSTRIAL/WAREHOUSE
644	GAS DISTRIBUTION SYSTEM, PIPELINE	INDUSTRIAL/WAREHOUSE
647	WATER UTILITY	INDUSTRIAL/WAREHOUSE
648	SANITARY SERVICE	INDUSTRIAL/WAREHOUSE
655	CROPS, ORCHARDS	LAND
669	FOREST, TIMBERLAND	LAND
700	MANUFACTURING PROPERTY, PROCESSING	INDUSTRIAL/WAREHOUSE
800	STORAGE PROPERTY OTHER	INDUSTRIAL/WAREHOUSE
807	OUTSIDE MATERIAL STORAGE AREA	NON-SPECIFIC
808	SHED	NON-SPECIFIC
819	LIVESTOCK, POULTRY STORAGE	LAND
839	REFRIGERATED STORAGE	INDUSTRIAL/WAREHOUSE
880	VEHICLE STORAGE; OTHER	INDUSTRIAL/WAREHOUSE
882	GENERAL VEHICLE PARKING GARAGE	INDUSTRIAL/WAREHOUSE
888	FIRE STATIONS	COMMERCIAL
888T	FIRE TRAINING CENTER/ACADEMY	COMMERCIAL
891	GENERAL WAREHOUSE	INDUSTRIAL/WAREHOUSE
898	WHARF, PIER	INDUSTRIAL/WAREHOUSE
899	RESIDENTIAL OR SELF STORAGE UNITS	INDUSTRIAL/WAREHOUSE
900	OUTSIDE, SPECIAL PROPERTIES; OTHER	NON-SPECIFIC
919	DUMP SANITARY LANDFILL	NON-SPECIFIC
921	BRIDGE, TRESTLE	NON-SPECIFIC
926	OUTBUILDING, EXCLUDING GARAGE	NON-SPECIFIC
931	OPEN LAND, FIELD	LAND
935	CAMPSITE WITH UTILITIES	COMMERCIAL
936	VACANT LOT	LAND
938	GRADED AND CARED FOR PLOTS OF LAND	LAND
940	WATER AREAS, OTHER	NON-SPECIFIC
946	LAKE/RIVER/STREAM	NON-SPECIFIC
951	RAILROAD RIGHT OF WAY	NON-SPECIFIC
952	SWITCH YARD, MARSHALLING YARD	NON-SPECIFIC
960	STREET, OTHER	NON-SPECIFIC
961	DIVIDED HIGHWAY, HIGHWAY	NON-SPECIFIC
962	PAVED PUBLIC STREET, RESIDENTIAL	NON-SPECIFIC
963	PAVED PRIVATE STREET, COMMERCIAL	NON-SPECIFIC
965	UNCOVERED PARKING AREA	NON-SPECIFIC
972	AIRCRAFT RUNWAY	COMMERCIAL
972H	AIRCRAFT HANGER/STORAGE	COMMERCIAL
972T	AIRPORT CONTROL TOWER	COMMERCIAL
974	AIRCRAFT LOADING AREA	COMMERCIAL
981	CONSTRUCTION SITE	NON-SPECIFIC
983	PIPELINE, POWER LINE RIGHT OF WAY	NON-SPECIFIC
984	INDUSTRIAL PLANT YARD	INDUSTRIAL/WAREHOUSE
NNN	NONE	NON-SPECIFIC
UUU	UNDETERMINED	NON-SPECIFIC

# Appendix C

## LEON COUNTY PROPERTY APPRAISER BUILDING IMPROVEMENT CODES AND USE DESCRIPTIONS WITH ASSIGNMENT OF PROPERTY USE CATEGORY

Code	Description	Category
0100	SINGLE FAMILY RESIDENTIAL	Residential
0300	DUPLEX	Residential
0400	CONDOMINIUM	Residential
0500	STUDENT APARTMENTS	Residential
0501	FRAT/SORORITY	Commercial
0510	STUDENT MULTI LEASE	Residential
0600	STANDARD APARTMENTS	Residential
0601	APT/ LESS THAN 10 UNITS	Residential
0602	DORMITORY	Residential
0650	LIHTC	Residential
0700	TOWNHOUSE	Residential
0800	MOBILE HOME	Residential
1000	GARDEN APARTMENT	Residential
1100	HIGH RISE	Residential
1200	EXEMPT MULTI FAMILY	Residential
1400	MOTELS	Commercial
1500	EXTENDED STAY HOMES	Commercial
1600	HOTELS	Commercial
1700	HOSP/NURS HOME	Residential
1710	NURSING HOME	Residential
1720	CLINIC	Commercial
1730	VET CLINIC	Commercial
1740	REGIONAL MEDICAL CENTER	Commercial
1750	ASSISTED LIVING FACILITY	Residential
1800	CO-OP	Residential
2000	STORE	Commercial
2010	CONDO-STORE	Commercial
2011	SALON/BARBER SHOP	Commercial
2012	LAUNDROMAT	Commercial
2013	CARWASH	Commercial
2014	PHYS FITNESS CENTER	Commercial
2015	STORE SFR CONV	Commercial
2016	IND/RETAIL/STORE	Commercial
2018	DRY CLEANERS	Commercial
2020	CONVENIENCE STORE	Commercial
2030	CONV-STORE/GAS	Commercial
2040	SUPERMARKET	Commercial
2050	PHARMACY	Commercial
2060	JR DISCOUNT	Commercial
2070	SUPER DISCOUNT	Commercial
2080	AUTO PARTS	Commercial
2090	AUTO SERVICE	Commercial
2100	DEPARTMENT STORE	Commercial
2110	JR DEPARTMENT STORE	Commercial
2200	SHOP CENTER	Commercial
2210	NBHD SHOP CENTER	Commercial
2220	COMM SHOP CENTER	Commercial
2300	SERVICE STATION	Commercial

Code	Description	Category
2400	REC/BOWL ALLEY	Commercial
2410	CLUBHOUSE/REC	Commercial
2500	REST/LOUNGE	Commercial
2510	FAMILY RESTAURANT	Commercial
2520	TAKE-OUT RESTAURANT	Commercial
2600	FAST FOOD DRIVE IN	Commercial
2610	FAST FOOD NO SEAT	Commercial
2620	NITE CLUB	Commercial
2700	AUDIT/THEATER	Commercial
2800	MALL	Commercial
2810	SUPER REG MALL	Commercial
3000	OFFICE	Commercial
3010	OFFICE CONDO	Commercial
3015	OFFICE CONDO HIGH RISE	Commercial
3020	OFFICE STRIP CENTER	Commercial
3030	OFFICE LOW RISE	Commercial
3040	OFFICE MID RISE	Commercial
3045	OFFICE PARK	Commercial
3050	OFFICE HIGH RISE	Commercial
3060	OFFICE INDUSTRIAL	Commercial
3070	OFFICE/SFR CONVERSION	Commercial
3080	CONDO MEDICAL OFFICE	Commercial
3100	ED/RELIGIOUS	Commercial
3110	CHILD CARE	Commercial
3200	PUBLIC PARKING	Industrial/Warehouse
3300	BANKS	Commercial
3400	BANKS-BRANCH	Commercial
3410	BANKS-DRV THRU	Commercial
3500	FUNERAL HOME	Commercial
3600	TRAINING CENTER	Commercial
3700	MEDICAL OFFICE	Commercial
3901	BROADCAST CENTER	Commercial
3902	WCTV 2	Commercial
3930	CLASSROOM/TRAINING	Commercial
3940	LIBRARY/MULTI-MEDIA	Commercial
3950	OFFICES	Commercial
3960	DORMITORY/HOUSING	Commercial
3970	MEDICAL FACILITIES	Commercial
3980	COURTHOUSE	Commercial
4000	WAREHOUSE	Industrial/Warehouse
4010	CONDO WAREHOUSE	Industrial/Warehouse
4020	DISTRIBUTION WAREHOUSE	Industrial/Warehouse
4030	TECH MANUFACTURING	Industrial/Warehouse
4031	INDUSTRIAL OFFICE	Industrial/Warehouse
4040	WAREHOUSE/MULTI-BAY	Industrial/Warehouse
4100	SERVICE/PARKING GARAGE	Industrial/Warehouse
4110	INDEPENDENT AUTO CENTER	Commercial
4200	MINI WAREHOUSE	Industrial/Warehouse

Code	Description	Category
4300	COLD STORAGE	Industrial/Warehouse
4400	LIGHT MANUFACTURING	Industrial/Warehouse
4500	HEAVY MANUFACTURING	Industrial/Warehouse
4600	AUTO SHOW/GARAGE	Industrial/Warehouse
4610	CAR/TRUCK RENTAL	Commercial
4620	BOAT S/E DEALER	Commercial
4700	PREFAB METAL BUILDING	Not Used
4800	BARN SHED	Not Used
4810	AIRPORT TERMINAL	Commercial
4900	MAINT/MECH/WAREHOUSING	Industrial/Warehouse
4910	RESEARCH/DEVELOP LABS	Industrial/Warehouse
4920	STADIUMS/ARENAS	Commercial
4930	PARKING GARAGES	Industrial/Warehouse
4940	PRISONS/JAILS	Commercial
4950	MILITARY FACILITIES	Commercial
4960	FIRE STATION	Commercial
MHPK	MOBILE HOME PARK	Residential
MUSE	MUSEUM/CULTURAL	Commercial
RVPK	RV PARK	Commercial

# Appendix D

## DEPARTMENT OF REVENUE (DOR) CODES



<b>CODE</b>	<b>DESCRIPTION</b>
0	VACANT RESIDENTIAL
100	SINGLE FAMILY IMPROVED
200	MOBILE HOME
300	MULTI FAMILY +10 UNITS
400	CONDOMINIUM
500	CO-OPS
600	RETIREMENT HOMES/NONEXPT
700	MISC RESIDENTIAL
800	MULTI FAMILY 2-9 UNITS
1000	VACANT COMMERCIAL
1100	STORES 1 STORY
1200	MIXED USE STORE/OFFICE
1300	DEPARTMENT STORES
1400	SUPERMARKETS
1500	REGIONAL SHOPPING CTRS
1600	COMMUNITY SHOPPING CTR
1700	OFFICE NON-PROF 1 STORY
1800	OFFICE NON-PROF 2+ STORY
1900	PROFFESIONAL SERVICES
2000	AIR/MARINE/BUS TERMINALS
2100	RESTAURANTS/CAFETERIAS
2200	DRIVE-IN RESTAURANT
2300	BANK/S & L/MORTGAGE/CREDIT
2400	INSURANCE COMPANY OFFICE
2500	REPAIRS SVC TV/LAUNDRIES
2600	SERVICE STATIONS
2700	AUTO SALES/SERVICE/RENTAL
2800	MOBILE HOME PARKS/PK LOTS
2900	WHOLESALE/PRODUCE OUTLETS
3000	FLORIST/GREENHOUSE
3100	OPEN STADIUMS
3200	THEATER/AUDITORIUM (ENCL)
3300	NIGHTCLUB/BAR/LOUNGE
3400	BOWLING/SKATING/POOL HALL
3500	TOURIST ATTRACTION
3600	CAMPS
3700	RACE TRACK; HORSE/DOG/AUTO
3800	GOLF COURSE/DRIVING RANGE
3900	HOTELS/MOTELS
4000	VACANT INDUSTRIAL
4100	LT MFG/SM MACH SHOP/PRINT
4200	HEAVY IND/EQUIP MFG/MACH
4300	LUMBER YARD/SAWMILL
4400	PACK PLANT (FRUIT/MEAT)
4500	CANNERIES/DISTILLERIES

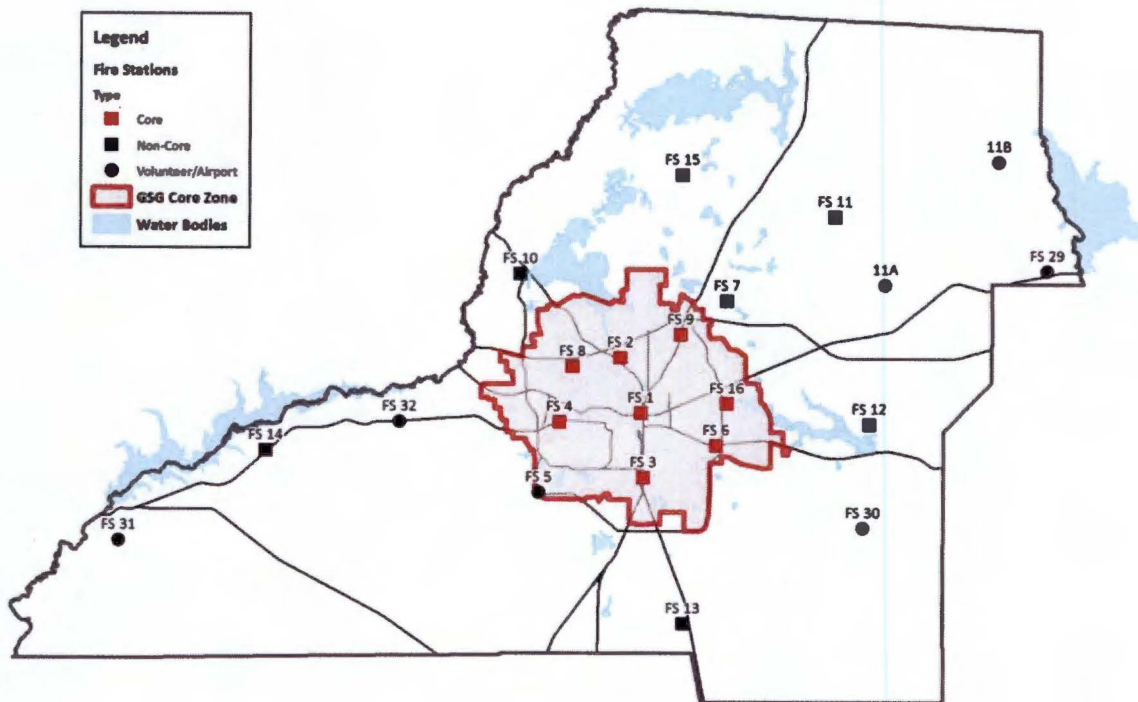
CODE	DESCRIPTION
4600	FOOD PROCESSING/BAKERIES
4700	CEMENT PLANTS
4800	WAREHOUSING
4900	OPEN STORAGE
5000	IMPROVED AGRICULTURAL
5100	VEGETABLE CROPS
5200	BI-ANNUAL ROW CROPS
5300	ROW CROPS
5400	TIMBERLAND SITE 90+
5500	TIMBERLAND SITE 80-89
5600	TIMBERLAND SITE 70-79
5700	TIMBERLAND SITE 60-69
5800	TIMBERLAND SITE 50-59
5900	TIMBERLAND NOT CLASSIFIED
6000	IMPROVED PASTURE LAND
6100	SEMI-IMPROVED LAND
6200	NATIVE LAND
6300	WASTE LAND
6400	GRAZING LAND CLASS V
6500	GRAZING LAND CLASS VI
6600	CITRUS
6700	POULTRY/BEEES/FISH/RABBIT
6800	DAIRY, HOG & CATTLE FEED
6900	ORNAMENTALS, MISC AG
7000	VACANT INSTITUTIONAL
7100	CHURCHES
7200	PRIVATE SCHOOLS & COLLEGE
7300	PRIVATE OWNED HOSPITALS
7400	HOMES FOR THE AGED
7500	ORPHANAGES
7600	MORTUARIES/CEMETERIES
7700	CLUBS, LODGES, UNION HALLS
7800	SANITARIUMS, CONVALES, REST
7900	CULTURAL ORG, FACIILITIES
8000	UNDEFINED
8100	MILITARY
8200	GOVT FOREST/PARKS/RECREATIONAL
8300	PUBLIC COUNTY SCHOOLS
8400	COLLEGES
8500	HOSPITALS
8600	COUNTY
8700	STATE
8800	FEDERAL
8900	MUNICIPAL NOT PARKS
9000	LEASEHOLD GOVT OWNED



<b>CODE</b>	<b>DESCRIPTION</b>
9100	UTILITIES, GAS/ELEC/TELEP
9200	MINING, PETROLEUM, GAS
9300	SUBSURFACE RIGHTS
9400	RIGHT-OF-WAY
9500	RIVERS & LAKES, SUBMERGED
9600	SEWAGE DISP, BORROW PITS
9700	OUTDOOR REC OR PARK
9800	CENTRALLY ASSESSED
9900	ACREAGE NON AGRICULTURAL

# Appendix E

## MAP OF SERVICE ZONES



## Rate Schedule

		Per Annum For FY 2016 and FY 2017		Per Annum for FY 2018 and each Fiscal Year Thereafter	
		Zone 1	Zone 2	Zone 1	Zone 2
<u>Residential</u>	<u>Per Residential Dwelling Unit</u>	\$170.85	\$157.25	\$201.00	\$185.00
<u>Commercial/Institutional</u>	<u>Square Feet Classification</u>				
	≤ 1,999	\$249.05	\$226.95	\$293.00	\$267.00
	2,000 - 3,499	\$497.25	\$453.05	\$585.00	\$533.00
	3,500 - 4,999	\$869.55	\$793.05	\$1,023.00	\$933.00
	5,000 - 9,999	\$1,241.85	\$1,132.20	\$1,461.00	\$1,332.00
	10,000 - 19,999	\$2,482.85	\$2,263.55	\$2,921.00	\$2,663.00
	20,000 - 29,999	\$4,965.70	\$4,527.10	\$5,842.00	\$5,326.00
	30,000 - 39,999	\$7,447.70	\$6,790.65	\$8,762.00	\$7,989.00
	40,000 - 49,999	\$9,930.55	\$9,054.20	\$11,683.00	\$10,652.00
	50,000 - 59,999	\$12,412.55	\$11,317.75	\$14,603.00	\$13,315.00
	60,000 - 69,999	\$14,895.40	\$13,581.30	\$17,524.00	\$15,978.00
	70,000 - 79,999	\$17,377.40	\$15,844.85	\$20,444.00	\$18,641.00
	80,000 - 89,999	\$19,860.25	\$18,108.40	\$23,365.00	\$21,304.00
	90,999 - 99,999	\$22,342.25	\$20,371.95	\$26,285.00	\$23,967.00
	≥ 100,000	\$24,825.10	\$22,635.50	\$29,206.00	\$26,630.00
<u>Industrial/Warehouse</u>	≤ 1,999	\$23.80	\$64.60	\$28.00	\$76.00
	2,000 - 3,499	\$47.60	\$129.20	\$56.00	\$152.00
	3,500 - 4,999	\$83.30	\$225.25	\$98.00	\$265.00
	5,000 - 9,999	\$118.15	\$321.30	\$139.00	\$378.00
	10,000 - 19,999	\$236.30	\$642.60	\$278.00	\$756.00
	20,000 - 29,999	\$472.60	\$1,284.35	\$556.00	\$1,511.00
	30,000 - 39,999	\$708.90	\$1,926.10	\$834.00	\$2,266.00
	40,000 - 49,999	\$945.20	\$2,567.85	\$1,112.00	\$3,021.00
	50,000 - 59,999	\$1,181.50	\$3,209.60	\$1,390.00	\$3,776.00
	60,000 - 69,999	\$1,417.80	\$3,852.20	\$1,668.00	\$4,532.00
	70,000 - 79,999	\$1,654.10	\$4,493.95	\$1,946.00	\$5,287.00
	80,000 - 89,999	\$1,890.40	\$5,135.70	\$2,224.00	\$6,042.00
	90,999 - 99,999	\$2,126.70	\$5,777.45	\$2,502.00	\$6,797.00
	≥ 100,000	\$2,363.00	\$6,419.20	\$2,780.00	\$7,552.00
<u>Governmental</u>	per square foot	\$0.18	\$0.18	\$0.21	\$0.21

## **EXHIBIT 2**

### **FIRE RESCUE SERVICES NON-AD VALOREM ASSESSMENT ROLL**

Due to the voluminous nature thereof, the assessment roll is not attached to this Resolution in this Agenda Item but is available for public inspection at <https://leoncountyfl.gov/specialassessment>. Anyone needing assistance viewing the assessment roll may contact the office of the County Administrator at (850) 606-5300. The assessment roll will be attached hereto upon adoption.



## CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of Leon Cty. Bd. of County Commissioners, located in Leon County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 15th day of September, 2020 year.

\_\_\_\_\_  
Chairman of the Board or authorized agent  
of Leon County Board of County Commissioners  
Name of local government

\_\_\_\_\_  
Leon County, Florida

GCI0476501-01/182813

**TALLAHASSEE DEMOCRAT**  
**Tallahassee.com**  
A GANNETT COMPANY

Attn: PATTI POPPELL  
BOARD OF COUNTY COMMISSIONERS  
301 S MONROE ST STE 202  
TALLAHASSEE FL 32301

STATE OF FLORIDA COUNTY OF LEON

Before the undersigned authority personally appeared mos who on oath says that he or she is a Legal Advertising Representative of the Tallahassee Democrat, a daily newspaper published at Tallahassee in Leon County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

**PUBLIC NOTICE**

In the Second Judicial Circuit Court was published in said newspaper in the issues of:

**8/21/2020**

Affiant further says that the said Tallahassee Democrat is a newspaper published at Tallahassee, in the said Leon County, Florida, and that the said newspaper has heretofore been continuously published in said Leon County, Florida each day and has been entered as periodicals matter at the post office in Tallahassee, in said Leon County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 21st day of August, 2020 by mos who is personally known to me.

Affiant

Notary Public, State of Wisconsin, County of Brown

My commission expires





## NOTICE OF PUBLIC HEARING

Notice is hereby given, pursuant to Section 197.3632(4)(b), Florida Statutes, that the Board of County Commissioners of Leon County, Florida (the "Board"), will conduct a public hearing on Tuesday, September 15, 2020, at 6:00 p.m., or as soon thereafter as such matter may be heard, by utilizing communications media technology in accordance with the Florida Governor's Executive Order 20-69, as amended/extended by Executive Orders 20-112, 20-123, 20-139, 20-150, 20-179, and 20-193, to consider the adoption of a fire rescue services non-ad valorem assessment roll for the subject parcels of improved real property located within the unincorporated area of Leon County, Florida.

The purpose of the special assessment is to equitably recover costs incurred for providing and funding fire rescue services to improved parcels of property located within the unincorporated area of Leon County (geographic depiction of the property subject to the assessment is set forth below). The assessment shall be collected annually by the Leon County Tax Collector.

The Zoom teleconference platform shall be the communications media technology used at the public hearing. You may access the Zoom teleconference platform audio feature by dialing (929) 205-6099 or (301) 715-8592, and by entering Webinar ID No. 940 4581 3270. For more information regarding the Zoom teleconferencing platform and to download the application, please visit <https://www.zoom.us/>. (NOTE: Zoom also works from a web browser.) For updates and assistance, please contact Leon County's Office of Management and Budget at (850) 606-5100. Please note that Board of County Commissioners Policy 01-05, Article IX., Section E., entitled "Addressing the Commission", and Article IX., Section F., entitled "Decorum", shall remain in full force and effect.

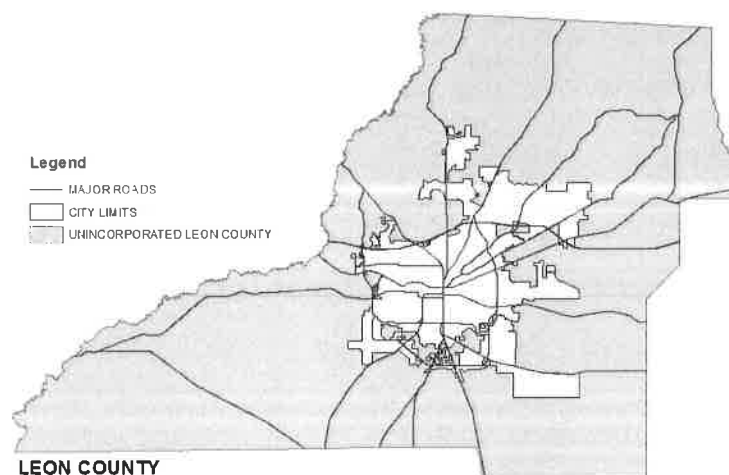
The public hearing will also be broadcast in real time on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, and the County's Facebook page (<https://www.facebook.com/LeonCountyFL/>) and YouTube channel (<https://www.youtube.com/user/LeonCountyFL>).

Written objections may be mailed to the Board within 20 days of publication of this Notice at: Leon County Board of County Commissioners, Leon County Courthouse, 301 South Monroe Street, 5th Floor Chambers, Tallahassee, Florida 32301. Written objections will also be accepted within 20 days of publication of this Notice via electronic submission at [Leoncountyfl.gov/PublicComments](https://leoncountyfl.gov/PublicComments). Anyone needing assistance with submitting written objections may contact County Administration via phone at (850) 606-5300 or via email at [LCG\\_PublicComments@leoncountyfl.gov](mailto:LCG_PublicComments@leoncountyfl.gov).

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this public hearing 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 date of the public hearing. Telephone: (850) 606-5300 or (850) 606-5000; 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Publish: August 21, 2020





**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #31**

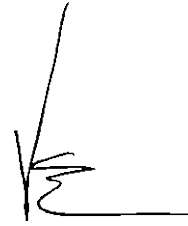
# Leon County Board of County Commissioners

## Agenda Item #31

September 15, 2020

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

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



**Title:** First and Only Public Hearing to Approve the Resolution Adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll and Certification of the Entire Roll to Tax Collector

<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>	Timothy Barden, Budget Manager Michelle Tipton, Management and Budget Analyst

### **Statement of Issue:**

As required by Florida Statutes, this Public Hearing provides for the adoption of an assessment roll for all properties being assessed for the first time, and certification of the entire assessment roll for Solid Waste Disposal Services.

### **Fiscal Impact:**

This item has a fiscal impact. This non-ad valorem special assessment generates revenue in the amount of \$1,585,904 that is contemplated in the proposed FY2021 budget.

### **Staff Recommendations:**

Option #1: Conduct the first and only public hearing and approve the Resolution adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll (Attachment #1) and authorize the certification of the entire Roll to the Tax Collector (Attachment #2).

## **Report and Discussion**

### **Background:**

As required by Florida Statutes, this Public Hearing provides for the adoption of a Solid Waste Disposal Services assessment roll for all properties being assessed for the first time, and certification of the entire assessment roll to the Tax Collector.

Section 18-164, Leon County Code of Laws provides that, prior to October 1<sup>st</sup> of each year, the Board of County Commissioners shall 1) adopt a budget for the operation and maintenance of the Solid Waste Management System; and 2) adopt a resolution incorporating a determination of annual fees, rates, charges, or assessments for disposal service to be imposed upon the owners of improved residential real property in the service area.

Section 197.3632, Florida Statutes, requires that the Board of County Commissioners hold a public hearing and adopt an assessment roll for all properties being assessed for the first time, and certify the entire assessment roll to the Tax Collector by September 15<sup>th</sup>.

In accordance with the Governor's Executive Order 20-69, Emergency Management – COVID – Local Government Public Meetings, as extended by Executive Orders 20-112, 20-123, 20-139 and 20-150, and as extended and amended by Executive Order 20-179, allowing for certain public meetings by communications media technology and consistent with the Center for Disease Control's (CDC) recommendations, the public hearing will be held using communications media technology. The Zoom teleconference platform shall be the communications media technology used at the public hearing. Citizens will access the Zoom teleconference platform audio feature by dialing (929) 205-6099 or (301) 715-8592, and by entering Webinar ID No. 940 4581 3270. Please note that Board of County Commissioners Policy 0105, Article IX., Section E., entitled "Addressing the Commission", and Article IX., Section F., entitled "Decorum", shall remain in full force and effect. The public hearing will also be broadcast in real time on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, and the County's Facebook page and YouTube channel.

Due to the closure of the Courthouse and the Board meeting being held using communications media technology, the proposed assessment roll cannot be made available for public inspection at the County Administration offices located on the fifth floor of the County Courthouse as was the practice in prior years. In addition, the proposed roll has not been attached to this item due to the voluminous nature thereof. However, a link to the County's website has been created to review the proposed roll at <https://leoncountyfl.gov/specialassessment>. The assessment roll contains the name of the owner, the parcel identification number, the parcel address, and the amount of the assessment. Written comments and objections filed by affected property owners, if any, have been compiled and likewise have been made available for public inspection on the County's website.

Title: First and Only Public Hearing to Approve the Resolution Adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll and Certification of the Entire Roll to Tax Collector

September 15, 2020

Page 3

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**Analysis:**

The annual disposal service charge is applied to all single-family residences, with the exception of apartment complexes, mobile home parks, and public lodging establishments that are served by commercial garbage service. The annual disposal service charge covers the cost of transporting, processing and disposing of solid waste. Originally established in 1994 at \$40 per single-family residence, on August 28, 2012 the Board reestablished this assessment at the same \$40 rate, which remains in effect annually, thereafter, until such time the Board determines otherwise. No changes are recommended for the FY 2021 annual disposal service charge.

The public hearing notice was published in the Tallahassee Democrat and first-class notices were mailed to each of the 336 property owners subject to the Non-ad Valorem Assessment for Solid Waste Disposal Services for the first time in accordance with the requirements of Section 197.3632, Florida Statutes (Attachment #3).

The proposed Resolution adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll for all properties subject to the assessment for the first time (Attachment #1), and the Certificate to the Non-ad Valorem Assessment Roll to the Tax Collector (Attachment #2), are included for the Board's consideration.

Not adopting the Non-ad Valorem Assessment Roll for Solid Waste Disposal Services will create a budget impact in the amount of \$1,585,904 for Fiscal Year 2021.

**Options:**

1. Conduct the first and only public hearing and approve the proposed Resolution adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll (Attachment #1) and authorize the certification of the entire Roll to the Tax Collector (Attachment #2).
2. Conduct the first and only public hearing and do not approve the proposed Resolution adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll.  
*(This action would require changes to the FY 2021 proposed budget.)*
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Proposed Resolution adopting the Solid Waste Disposal Services Non-Ad Valorem Assessment Roll
2. Certificate of the entire Solid Waste Disposal Services Non-Ad Valorem Assessment Roll to the Tax Collector
3. Notice of Public Hearing

**LEON COUNTY RESOLUTION NO. R2020-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, ADOPTING THE SOLID WASTE DISPOSAL SERVICES NON-AD VALOREM ASSESSMENT ROLL; PROVIDING FOR CERTIFICATION OF THE ROLL TO THE TAX COLLECTOR; AND PROVIDING AN EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, on June 25, 1995, the Board of County Commissioners enacted the Solid Waste Disposal Ordinance, which authorizes the Board to establish an *Annual Disposal Service Charge* for the disposal of solid waste, which is an annual special assessment imposed upon each parcel of *Improved Residential Real Property* in the *Service Area* of unincorporated Leon County; and

**WHEREAS**, on August 28, 2012, the Board of County Commissioners adopted a *Rate Resolution* determining the *Annual Disposal Service Charge* for the operation and maintenance of the solid waste disposal system applicable to all *Improved Residential Real Property* located within the *Service Area* of unincorporated Leon County (see Exhibit 1); and

**WHEREAS**, pursuant to section 18-167, Leon County Code of Laws, and section 197.3632, Florida Statutes, the Board of County Commissioners has reviewed the solid waste disposal services non-ad valorem assessment roll for conformity with the *Rate Resolution*; and

**WHEREAS**, the Board wishes to approve and adopt the solid waste disposal services non-ad valorem assessment roll and to certify the roll for collection to the Tax Collector; and

**WHEREAS**, Leon County has provided notice of this public hearing at least twenty days prior to same by first class United States mail and by publication in the *Tallahassee Democrat* advising that a public hearing would take place;

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

**Section 1. Recitals.**

The Recitals to this Resolution are incorporated herein and made a part hereof as if fully set forth below.

**Section 2. Definitions.**

For purposes of this Resolution, the definitions contained in section 18-161, Leon County Code of Laws, are incorporated herein by reference.

**Section 3. Adoption of Non-Ad Valorem Assessment Roll.**

Pursuant to section 197.3632, Florida Statutes, Leon County hereby approves and adopts the solid waste disposal services non-ad valorem assessment roll, which is attached hereto as Exhibit 2 and incorporated herein as if fully set forth below.

**Section 4. Unit of Measurement for Non-Ad Valorem Assessment.**

The unit of measurement for the annual solid waste disposal services non-ad valorem assessment is as set forth in the *Rate Resolution*, Resolution No. 2012-37, which is attached hereto as Exhibit 1 and incorporated herein as if fully set forth below, and the amount of the annual solid waste disposal services assessment is as further set forth in Exhibits 1 and 2 for each single family unit of *Improved Residential Real Property* located within the *Service Area* of the unincorporated area of Leon County, for the period commencing October 1, 2012, and continuing each year thereafter until such time as the Board determines.

**Section 5. Certification of Non-Ad Valorem Assessment Roll to Tax Collector.**

The solid waste disposal services non-ad valorem assessment roll is hereby certified to the Tax Collector for collection in accordance with Florida law.

**Section 6. Effective Date.**

This resolution shall have effect upon adoption.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida, this 15<sup>th</sup> day of September, 2020.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Bryan Desloge, Chair  
Board of County Commissioners

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

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

APPROVED AS TO FORM:  
Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

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

**RESOLUTION NO. 2012- 37 ,****A RESOLUTION DETERMINING THE ANNUAL DISPOSAL SERVICE CHARGE FOR THE OPERATION AND MAINTENANCE OF THE SOLID WASTE DISPOSAL SYSTEM APPLICABLE TO ALL IMPROVED RESIDENTIAL REAL PROPERTY LOCATED WITHIN THE UNINCORPORATED AREA OF LEON COUNTY.****RECITALS**

WHEREAS, Section 18-165, Leon County Code of Laws, adopted by the Leon County Board of County Commissioners on July 25, 1995, authorizes the Board to impose an annual disposal service charge on all improved residential real property in the service area of Leon County; and

WHEREAS, Section 18-164, Leon County Code of Laws, authorizes the Board to annually adopt a resolution determining the annual disposal service charge to be imposed upon all improved residential real property within the service area; and

WHEREAS, the Board finds that the reasonable costs of providing residential solid waste disposal services within the service area is forty dollars (\$40.00) per single family residential unit per year; and

WHEREAS, the Board finds that the annual disposal service charge shall cover the period from October 1, 2012, through September 30, 2013 and annually thereafter until such time as the Board determines otherwise.

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

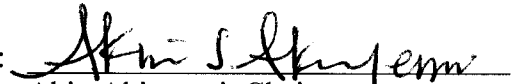
1. The Recitals set forth above are incorporated herein and made a part hereof.
2. The annual disposal service charge for each single family residential unit located within the service area of Leon County is hereby determined and shall be forty dollars (\$40.00) for the period from October 1, 2012, through September 30, 2013, and annually thereafter until such time as the Board determines.

3. This Resolution shall be effective upon adoption.

DONE AND ADOPTED by the Board of County Commissioners of Leon County,  
Florida, this 28th day of August, 2012.



LEON COUNTY, FLORIDA

BY:   
Akin Akinyemi, Chairman  
Board of County Commissioners

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

BY: 

Approved as to Form:  
Leon County Attorney's Office

BY: 

Herbert W.A. Thiele, Esq.  
County Attorney



## **EXHIBIT 2**

### **SOLID WASTE DISPOSAL SERVICES NON-AD VALOREM ASSESSMENT ROLL**

Due to the voluminous nature thereof, the assessment roll is not attached to this Resolution in this Agenda Item but is available for public inspection at <https://leoncountyfl.gov/specialassessment>. Anyone needing assistance viewing the assessment roll may contact the office of the County Administrator at (850) 606-5300. The assessment roll will be attached hereto upon adoption.



## CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of Leon Cty. Bd. of County Commissioners, located in Leon County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 15th day of September, 2020 year.

\_\_\_\_\_  
Chairman of the Board or authorized agent  
of Leon County Board of County Commissioners  
Name of local government

\_\_\_\_\_  
Leon County, Florida

GCI0476501-03/182813

**TALLAHASSEE DEMOCRAT**  
**Tallahassee.com**  
A GANNETT COMPANY

Attn: PATTI POPPELL  
BOARD OF COUNTY COMMISSIONERS  
301 S MONROE ST STE 202  
TALLAHASSEE FL 32301

STATE OF FLORIDA COUNTY OF LEON

Before the undersigned authority personally appeared neh who on oath says that he or she is a Legal Advertising Representative of the Tallahassee Democrat, a daily newspaper published at Tallahassee in Leon County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

**PUBLIC NOTICE**

In the Second Judicial Circuit Court was published in said newspaper in the issues of:

**8/21/2020**

Affiant further says that the said Tallahassee Democrat is a newspaper published at Tallahassee, in the said Leon County, Florida, and that the said newspaper has heretofore been continuously published in said Leon County, Florida each day and has been entered as periodicals matter at the post office in Tallahassee, in said Leon County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 21st day of August, 2020 by neh who is personally known to me.

[Signature]  
Affiant

[Signature]  
Notary Public, State of Wisconsin, County of Brown

9-19-21  
My commission expires



## NOTICE OF PUBLIC HEARING

Notice is hereby given, pursuant to Section 197.3632(4)(b), Florida Statutes, that the Board of County Commissioners of Leon County, Florida (the "Board"), will conduct a public hearing on Tuesday, September 15, 2020, at 6:00 p.m., or as soon thereafter as such matter may be heard, by utilizing communications media technology in accordance with the Florida Governor's Executive Order 20-69, as amended/extended by Executive Orders 20-112, 20-123, 20-139, 20-150, 20-179, and 20-193, to consider the adoption of a solid waste disposal system non-ad valorem assessment roll for the subject parcels of improved real property located within the unincorporated area of Leon County, Florida.

The purpose of the assessment is to equitably recover costs incurred for the construction, operation and maintenance of the solid waste disposal system for the benefit of improved residential parcels of property located within the unincorporated area of Leon County (geographic depiction of the property subject to the assessment is set forth below). The assessment shall be collected annually by the Leon County Tax Collector.

The Zoom teleconference platform shall be the communications media technology used at the public hearing. You may access the Zoom teleconference platform audio feature by dialing (929) 205-6099 or (301) 715-8592, and by entering Webinar ID No. 940 4581 3270. For more information regarding the Zoom teleconferencing platform and to download the application, please visit <https://www.zoom.us/>. (NOTE: Zoom also works from a web browser.) For updates and assistance, please contact Leon County's Office of Management and Budget at (850) 606-5100. Please note that Board of County Commissioners Policy 01-05, Article IX., Section E., entitled "Addressing the Commission", and Article IX., Section F., entitled "Decorum", shall remain in full force and effect.

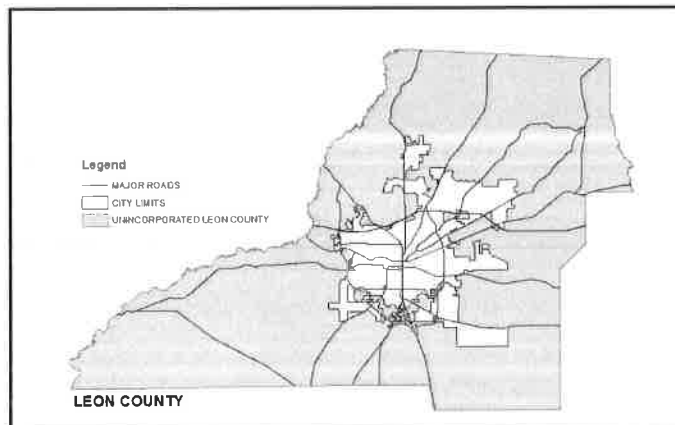
The public hearing will also be broadcast in real time on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, and the County's Facebook page (<https://www.facebook.com/LeonCountyFL/>) and YouTube channel (<https://www.youtube.com/user/LeonCountyFL>).

Written objections may be mailed to the Board within 20 days of publication of this Notice at: Leon County Board of County Commissioners, Leon County Courthouse, 301 South Monroe Street, 5th Floor Chambers, Tallahassee, Florida 32301. Written objections will also be accepted within 20 days of publication of this Notice via electronic submission at [leoncountyfl.gov/PublicComments](https://leoncountyfl.gov/PublicComments). Anyone needing assistance with submitting written objections may contact County Administration via phone at (850) 606-5300 or via email at [LCG\\_PublicComments@leoncountyfl.gov](mailto:LCG_PublicComments@leoncountyfl.gov).

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this public hearing 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 date of the public hearing. Telephone: (850) 606-5300 or (850) 606-5000; 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Publish: August 21, 2020



**Leon County  
Board of County Commissioners**

**Notes for Agenda Item #32**

# Leon County Board of County Commissioners

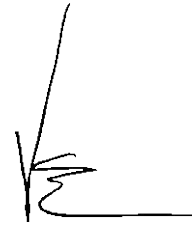
## Agenda Item #32

September 15, 2020

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

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

**Title:** First and Only Public Hearing to Approve the Resolution Adopting the Stormwater Non-ad Valorem Assessment Roll and Certification of the Entire Roll to Tax Collector



<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 Brent Pell, P.E., Director, Public Works Charles Wu, P.E., Director, Engineering Services
<b>Lead Staff/ Project Team:</b>	Tim Barden, Budget Manager Theresa B. Heiker, P.E., Stormwater Management Coordinator

### **Statement of Issue:**

As required by Florida Statutes, this Public Hearing provides for the adoption of an assessment roll for all properties being assessed for the first time, and certification of the entire assessment roll for Stormwater.

### **Fiscal Impact:**

This item has a fiscal impact. This non-ad valorem special assessment generates revenue in the amount of \$3,690,200 that is contemplated in the proposed FY 2021 budget.

### **Staff Recommendation:**

Option #1: Conduct the first and only public hearing and approve the Resolution adopting the Stormwater Non-Ad Valorem Assessment Roll (Attachment #1) and authorize the certification of the entire Roll to the Tax Collector (Attachment #2).

## **Report and Discussion**

### **Background:**

Section 197.3632, Florida Statutes, and the Stormwater Management System Ordinance require that the stormwater assessment roll be adopted by Resolution of the Board following a public hearing by September 15<sup>th</sup> of the year that the fee is imposed against new properties for the first time and the entire roll is certified to the Tax Collector for collection. The Stormwater Management Assessment is included on the Property Tax Notice.

During the FY 2014 budget process, the Board adopted an amended stormwater Ordinance and approved the implementation of the \$85 assessment rate as recommended in the new rate study performed by utilizing a variable fee for residential property classes. Non-residential development includes all the other developed property except certified agricultural property, which is exempt from the stormwater fee.

The assessment imposed on non-residential property is the rate of one single-family unit (SFU) multiplied by the numerical factor obtained by dividing the total impervious area of the non-residential developed property by the SFU average impervious area. The average SFU impervious area in the unincorporated area of Leon County is 3,272 square feet. For example, a convenience store that has 32,720 square feet of impervious area equals 10 SFUs and pays \$850 under the adopted Rate Resolution.

The Ordinance also provides a 50% credit to residents qualified as Low-Income Seniors or Disabled Veterans through the Leon County Property Appraiser's Office. Finally, properties discharging to a private stormwater management facility with a valid operating permit receive a discount on their assessment.

In accordance with the Governor's Executive Order 20-69, Emergency Management – COVID – Local Government Public Meetings, as extended by Executive Orders 20-112, 20-123, 20-139 and 20-150, and as extended and amended by Executive Order 20-179, allowing for certain public meetings by communications media technology and consistent with the Center for Disease Control's (CDC) recommendations, the public hearing will be held using communications media technology. The Zoom teleconference platform shall be the communications media technology used at the public hearing. Citizens will access the Zoom teleconference platform audio feature by dialing (929) 205-6099 or (301) 715-8592, and by entering Webinar ID No. 940 4581 3270. Please note that Board of County Commissioners Policy 0105, Article IX., Section E., entitled "Addressing the Commission", and Article IX., Section F., entitled "Decorum", shall remain in full force and effect. The public hearing will also be broadcast in real time on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, and the County's Facebook page and YouTube channel.

Due to the closure of the Courthouse and the Board meeting being held using communications media technology, the proposed assessment roll cannot be made available for public inspection at the County Administration offices located on the fifth floor of the County Courthouse as was the

practice in prior years. In addition, the proposed roll has not been attached to this item due to the voluminous nature thereof. However, a link to the County's website has been created to review the proposed roll at <https://leoncountyfl.gov/specialassessment>. The assessment roll contains the name of the owner, the parcel identification number, the parcel address, and the amount of the assessment. Written comments and objections filed by affected property owners, if any, have been compiled and likewise have been made available for public inspection on the County's website.

### **Analysis:**

The public hearing notice was published in the Tallahassee Democrat and first-class notices were mailed to each of the 508 property owners subject to the Non-ad Valorem Assessment for Stormwater Management Services for the first time in accordance with the requirements of Section 197.3632, Florida Statutes (Attachment #3).

The proposed Resolution adopting the Stormwater Non-ad Valorem Assessment Roll for all properties subject to the assessment for the first time (Attachment #1), and the Certificate to the Assessment Roll to the Tax Collector (Attachment #2), are included for the Board's consideration.

Not adopting the Non-ad Valorem Assessment Roll for Stormwater Management Services and Facilities will create a budget impact in the amount of \$3,690,200 for Fiscal Year 2021.

### **Options:**

1. Conduct the first and only public hearing and approve the Resolution adopting the Stormwater Non-ad Valorem Assessment Roll (Attachment #1) and authorize the certification of the entire Roll to the Tax Collector (Attachment #2).
2. Conduct the first and only public hearing and do not approve the Resolution adopting the Stormwater Non-ad Valorem Assessment Roll.  
(*This action would require amendments to the FY 2021 budget.*)
3. Board direction.

### **Recommendation:**

Option #1

### **Attachments:**

1. Proposed Resolution adopting the Stormwater Non-ad Valorem Assessment Roll
2. Certificate of the entire Stormwater Non-ad Valorem Assessment Roll to the Tax Collector
3. Notice of Public Hearing



**LEON COUNTY RESOLUTION NO. R2020-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
LEON COUNTY, FLORIDA, ADOPTING THE STORMWATER  
MANAGEMENT SERVICES AND FACILITIES NON-AD VALOREM  
ASSESSMENT ROLL; PROVIDING FOR CERTIFICATION OF THE  
ROLL TO THE TAX COLLECTOR; AND PROVIDING FOR AN  
EFFECTIVE DATE.**

**RECITALS**

**WHEREAS**, on May 28, 2013, the Board of County Commissioners enacted an Ordinance amending Chapter 18 of the Leon County Code of Laws, relating to the provision and funding of the *Stormwater Management Services and Facilities* to the *Stormwater Services Area*; and

**WHEREAS**, on May 28, 2013, the Board of County Commissioners adopted a *Stormwater Assessment Rate Resolution* levying and imposing upon each *Developed Property* located within the *Stormwater Services Area* a *Stormwater Assessment* in an amount found to be reasonably related to the cost of providing the *Stormwater Management Services and Facilities* to such property and thereby providing an equitably corresponding special benefit to such property; and

**WHEREAS**, pursuant to section 197.3632, Florida Statutes, the Board of County Commissioners has reviewed the *Stormwater Assessment Roll* for conformity with the *Stormwater Assessment Rate Resolution*; and

**WHEREAS**, the Board wishes to approve and adopt the *Stormwater Assessment Roll* and to certify the roll for collection to the Tax Collector; and

**WHEREAS**, Leon County has provided notice of a public hearing at least twenty days prior to same by first class United States mail and by publication in the *Tallahassee Democrat* advising that a public hearing would take place.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, that:

**Section 1. Recitals.**

The Recitals to this Resolution are incorporated herein and made a part hereon as if fully set forth below.

**Section 2. Definitions.**

For purposes of this Resolution, the definitions contained in section 18-134.2, Leon County Code of Laws, are incorporated herein by reference.

**Section 3. Adoption of Non-Ad Valorem Assessment Roll.**

Pursuant to section 197.3632, Florida Statutes, Leon County hereby approves and adopts the *Stormwater Assessment Roll*, attached hereto as Exhibit 2 and incorporated herein as if fully set forth below.

**Section 4. Unit of Measurement for Non-Ad Valorem Assessment.**

The unit of measurement for the *Stormwater Assessment* shall be as set forth in Exhibit 1, the *Stormwater Assessment Rate Resolution*, R13-20, which is attached hereto and incorporated herein as if fully set forth below. The amount of the *Stormwater Assessment* imposed against each subject parcel of *Developed Property* is and shall be as further set forth in Exhibit 2. The *Stormwater Assessment* shall be and is hereby levied and imposed annually commencing October 1, 2013, and continuing each year thereafter until such time as changed or discontinued by the Board.

**Section 5. Certification of Non-Ad Valorem Assessment Roll to Tax Collector.**

The *Stormwater Assessment Roll* is hereby certified to the Tax Collector for collection in accordance with Florida law.

**Section 6. Effective Date.**

This resolution shall have effect upon adoption.

DONE, ADOPTED AND PASSED by the Board of County Commissioners of Leon County, Florida, this 15<sup>th</sup> day of September, 2020.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Bryan Desloge, Chair  
Board of County Commissioners

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

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

APPROVED AS TO FORM:  
Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

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

**EXHIBIT 1**

**RESOLUTION NO. R13-20**

**STORMWATER ASSESSMENT RATE RESOLUTION OF THE  
BOARD OF COUNTY COMMISSIONERS, RELATING TO THE  
PROVISION AND FUNDING OF THE STORMWATER  
MANAGEMENT SYSTEM.**

**RECITALS**

WHEREAS, the County desires to provide *Stormwater Management Services and Facilities* in the most efficient manner possible in order to promote the health, safety, and general welfare of its citizens; and

WHEREAS, a new and dedicated funding for implementation of the County's *Stormwater Management Plan* is needed to maintain compliance with state and federal requirements, and the levy of a *Stormwater Assessment* is determined to be the most equitable method of providing such funding; and

WHEREAS, those elements of the *Stormwater Management System* that provide for the collection, storage, treatment, and conveyance of *Stormwater* specially benefit all *Developed Property* within the unincorporated area of the County; and

WHEREAS, Florida law authorizes and encourages local governments to create stormwater management systems, provide stormwater management services and facilities, and adopt stormwater charges sufficient to plan, construct, operate and maintain its stormwater management system; and

WHEREAS, the cost of operating and maintaining the County *Stormwater Management System* and providing *Stormwater Management Services and Facilities* in accordance with existing permits and the funding of existing and future repairs, replacements, improvements, and extensions thereof should, to the extent practicable, be allocated in relationship to the benefits enjoyed and services received; and

WHEREAS, on May 28, 2013, the Board of County Commissioners enacted an Ordinance amending ch. 18, Leon County Code of Laws, relating to the provision and funding of the County *Stormwater Management System*.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Leon County, Florida, that:

Section 1. Recitals. The Recitals set forth above are deemed incorporated herein as is fully set forth below.

Section 2. Authority. This Resolution is adopted pursuant to the authority granted the County under Article 8, Section 1, Florida Constitution, ch. 125 and 403, Florida Statutes, the Leon County Charter, and other applicable provisions of law.

Section 3. Definitions. For purposes of this Resolution, the definitions contained in section 18-134.2, Leon County Code of Laws, are incorporated herein by reference.

Section 4. Resolution. This Resolution shall constitute the *Stormwater Assessment Rate Resolution* as described in section 18-134.4(b), Leon County Code of Laws.

Section 5. Provision of Stormwater Management Services and Facilities. The County intends to provide *Stormwater Management Services and Facilities* for the benefit of all parcels of *Developed Property* located within the *Stormwater Services Area* commencing October 1, 2013. All or a portion of the cost to provide such *Stormwater Management Services and Facilities* shall be funded from the proceeds of the *Stormwater Assessment*.

Section 6. Legislative Determinations. It is hereby ascertained, determined, and declared that each parcel of *Developed Property* subject to the *Stormwater*



*Assessment* located within the *Stormwater Services Area* shall be specially benefited by the provision of *Stormwater Management Services and Facilities*, in an amount and to a degree not less than the *Stormwater Assessment* imposed against such parcel of *Developed Property*, in that such *Stormwater Assessment* as computed in a manner as set forth in this Resolution, constitutes a fair and reasonable charge for the provision of *Stormwater Management Services and Facilities*. It is hereby further ascertained, determined, and declared that the cost of providing *Stormwater Management Services and Facilities* used to compute the *Stormwater Assessment* constitutes a reasonable estimation of the ten (10) year average annual cost of providing *Stormwater Management Services and Facilities* to all parcels of *Developed Property* within the *Stormwater Services Area*. Lastly, the *Stormwater Assessment* is based upon the Leon County, Florida, Stormwater Utility Update, Final Report, dated April 5, 2013 ( hereinafter "Rate Study") which is hereby specifically approved and adopted as Exhibit A, same being attached hereto and incorporated herein as if fully set forth below.

**Section 7. Stormwater Assessment.** A *Stormwater Assessment* is hereby levied and imposed upon each parcel of *Developed Property* located within the *Stormwater Services Area* and which is hereby ascertained, determined, and declared to be reasonably related to the cost of providing *Stormwater Management Services and Facilities* and thereby provides an equitably corresponding special benefit to the *Developed Property*. The *Stormwater Assessment* is hereby ascertained, determined and declared to be based upon a reasonable estimation of a ten (10) year average annual cost of providing *Stormwater Management Services and Facilities* to such *Developed Property*. It is further ascertained, determined and declared that the *Stormwater Assessment* imposed hereby provides a special benefit to and is equitably apportioned among the *Developed*

*Properties* assessed based upon the special benefit assumptions and apportionment methodology set forth in the Rate Study, Exhibit A. The amount of the *Stormwater Assessment* levied and imposed upon each parcel of *Developed Property* in the *Stormwater Services Area* shall be determined according to the property use category and rate as set forth in Exhibit B, Rate Schedule, commencing October 1, 2013, annually until discontinued or changed by the Board.

**Section 8. Residential Credit.** The Board hereby provides a fifty percent (50%) residential credit to the *Stormwater Assessment* for County residents owning and residing on residential *Developed Property* who have been qualified with the *Property Appraiser* as either a Low Income Senior or Disabled Veteran in accordance with Florida law. Funds designated by the Board to adequately fund the residential credit shall be paid from funds other than those generated by the *Stormwater Assessment*. The residential credit shall be effective commencing October 1, 2013, and continue annually until discontinued by the Board.

**Section 9. Adjustment.**

(a) The Board hereby finds that retention of *Stormwater* meeting the standards set forth in sections 10-4.301(3)(b) or (5)(a)(i) and (5)(b), Leon County Code of Laws, would constitute a significant and measureable reduction in County provided *Stormwater Management Services and Facilities*, resulting in an adjustment to the *Stormwater Assessment* to reflect only those costs associated with engineering and permitting services of the *Stormwater Management Services and Facilities* provided. Therefore, the Board hereby creates a 75% adjustment to the *Stormwater Assessment* for the subject *Developed Property*. Upon approval of an application of the owner, a 75% reduction to the *Stormwater Assessment* will be applied to a *Developed Property*,

when a privately owned stormwater management facility serving the subject property has a valid operating permit issued by the County, for a private residential subdivision or an on-site stormwater management facility serving a non-residential property, meeting the requirements of Section 18-134.4(f)(2)a.(1), Leon County Code of Laws. The 75% adjustment will commence October 1, 2013 and will remain in effect so long as the subject property owner's operating permit remains valid, or until such time as discontinued by the Board.

- (b) The Board hereby finds that by demonstrating that *Stormwater* quality treatment and rate attenuation standards applicable at the time of approval of a County issued environmental permit have been met, would constitute a significant and measurable reduction in County provided *Stormwater Management Services and Facilities*. As a result, adjusting the *Stormwater Assessment* to reflect a portion of those costs associated with the *Stormwater Management Systems and Facilities* provided, would result in a 50% reduction in the *Stormwater Assessment*. Therefore, the Board hereby creates a 50% adjustment to the *Stormwater Assessment* for the subject *Developed Property*. Upon approval of an application of the owner, a 50% reduction to the *Stormwater Assessment* will be applied to a *Developed Property*, when a privately owned stormwater management facility serving the subject property has a valid operating permit issued by the County, for a private residential subdivision or an on-site stormwater management facility serving a non-residential property, meeting the requirements of Section 18-134.4(f)(2)a.(2), Leon County Code of Laws. The 50% adjustment will commence October 1, 2013 and will remain in effect so long as the subject property owner's operating permit remains valid, or until such time as discontinued by the Board.



(c) The Board hereby finds that by demonstrating that *Stormwater* rate attenuation standards applicable at the time of approval of a County issued environmental permit have been met, would constitute a significant and measurable reduction in County provided *Stormwater Management Services and Facilities*. As a result, adjusting the *Stormwater Assessment* to reflect a portion of those costs associated with the *Stormwater Management Systems and Facilities* provided would result in a 25% reduction in the *Stormwater Assessment*. Therefore, the Board hereby creates a 25% adjustment to the *Stormwater Assessment* for the subject *Developed Property*. Upon approval of an application of the owner, a 25% reduction to the *Stormwater Assessment* will be applied to a *Developed Property*, when a privately owned stormwater management facility serving the subject property has a valid operating permit issued by the County, for a private residential subdivision or an on-site stormwater management facility serving a non-residential property, meeting the requirements of Section 18-134.4(f)(2)a.(3), Leon County Code of Laws. The 25% adjustment will commence October 1, 2013 and will remain in effect so long as the subject property owner's operating permit remains valid, or until such time as discontinued by the Board.

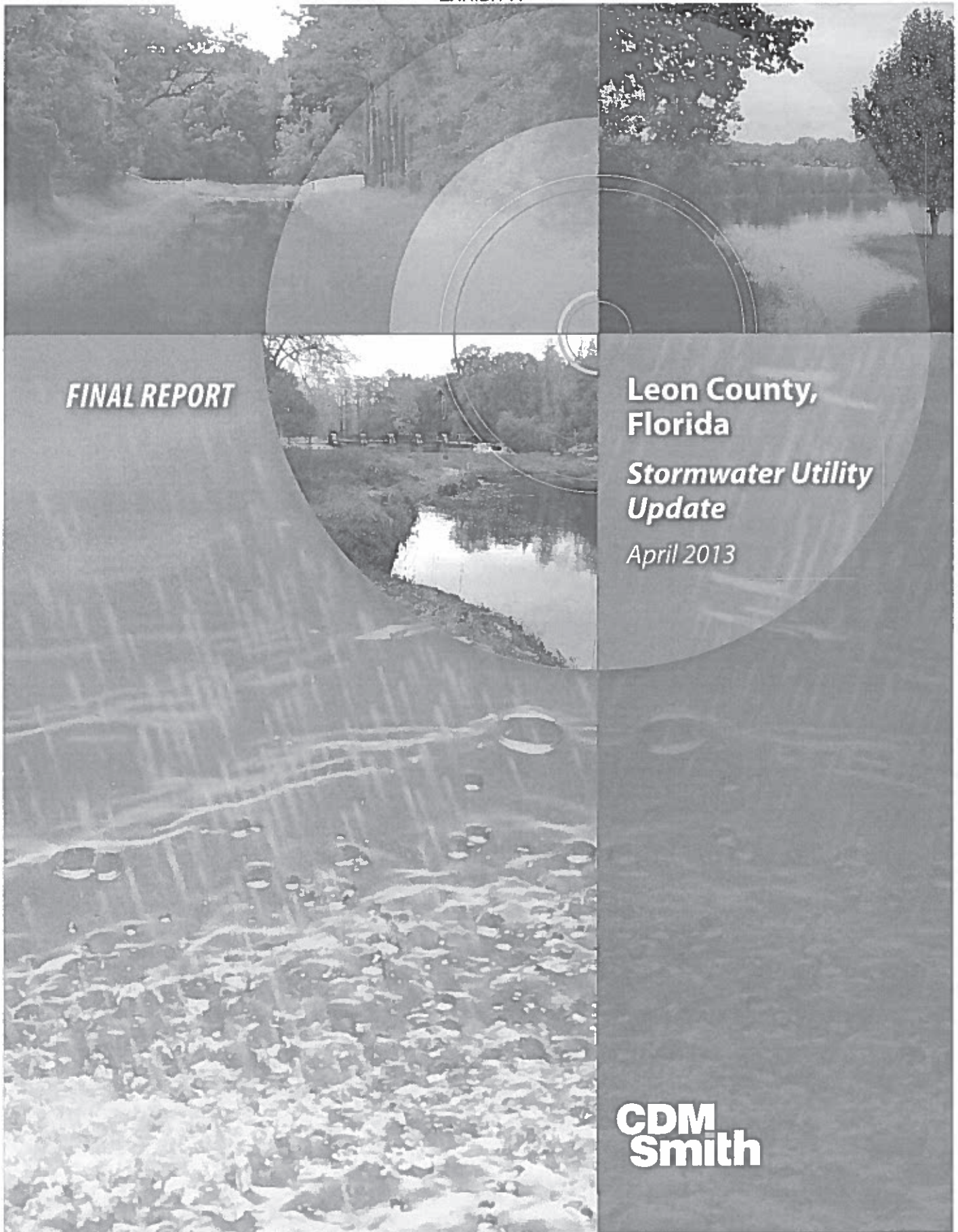
(d) Upon approval of an application of the owner, a reduction to the *Stormwater Assessment* may be applied to the subject *Developed Property*, when the owner demonstrates by competent substantial evidence that alternative means or techniques have been utilized to accomplish the standards set forth in Section 18-134.4(f)(2)a.(1), Leon County Code of Laws.

**Section 10. Collection of the *Stormwater Assessment*.** The collection of the *Stormwater Assessment* shall be made pursuant to and in accordance with section 18-





EXHIBIT A



## EXHIBIT A



1715 North Westshore Boulevard, Suite 875  
Tampa, Florida 33607  
tel: 813 281-2900  
fax: 813 288-8787

April 5, 2013

Ms. Theresa Heiker, P.E.  
Stormwater Management Coordinator  
Engineering Services Division  
Leon County Public Works Department  
2280 Miccosukee Road  
Tallahassee, Florida 32398

Subject: Stormwater Utility Update Final Report

Dear Ms. Heiker:

CDM Smith is pleased to submit the Stormwater Utility Update Final Report (5 copies). The final report incorporates final comments and decisions CDM Smith received from the County on March 8, 2013 and early April via e-mail. Highlights from the report are presented below.

### Level of Service Analysis

CDM Smith worked with County staff to define program activities and expenditures for Service Areas presented in Figure 1. The assessed level-of-service (LOS) for each program element is highlighted in blue. In general, the County's program is between a LOS C and LOS D. This assessment is based upon services currently being provided by the County and the associated funding of those services as compared to other Florida communities.

Level of Service	Engineering & Permitting Activities	Operation and Maintenance Program Activities	CIP Implementation Period
A	Comprehensive Planning + Full Implementation Capabilities + Exemplary NPDES Permit Compliance	Fully Preventative/ 100% Routine	10-year Plan
B	Pro-Active Planning + Systematic CIP Implementation Capabilities + Proactive Permit Compliance	Mixture of Routine and Inspection Based	20-year Plan
C	Priority Planning + Partial CIP Implementation Capabilities + Minimal NPDES Permit Compliance	Inspection Based Only	40-year Plan
D	Reactionary Planning + Minimal CIP Implementation Capabilities + Below Minimum NPDES Permit Compliance	Mainly Responsive (Complaint-based)	50-year Plan
F	No Planning + No CIP Implementation Capabilities + NPDES Non-Compliance	Less than full response to all complaints	100-year Plan

**Figure 1**  
**LOS Analysis of County Stormwater Program Elements**



## EXHIBIT A



Ms. Theresa Heiker, P.E.  
April 5, 2013  
Page 2

In order to maintain the current LOS being provided by the County, and the elimination of the transfer of general revenues to the stormwater utility fund, the updated stormwater utility would need to generate the revenue shown in Table 1. As an option, CDM Smith also considered at the request of the County an additional scenario to add \$2 million in annual revenue for capital improvements.

**Table 1**  
**Stormwater Program Costs**

Program Element	Budget	% of Total
Engineering & Permitting, and NPDES	\$1,350,000	26.2%
Operations & Maintenance	\$1,800,000	35.0%
Capital Improvement Program	\$2,000,000	38.8%
Total	\$5,150,000	100.0%

**Rate Structure Analysis**

CDM Smith worked with County staff to define and evaluate various stormwater utility rate structure scenarios to generate the program costs. This included an

assessment of impervious area characteristics of parcels located in unincorporated Leon County and the selection of a "single family dwelling unit" (SFU) as the basis for assigning fees to parcel owners. Based on the input from County staff, the preferred rate structure includes tiered non-single family residential rates, non-residential rates based upon their equivalent number of SFU's and the allowance of a credit adjustment. The analysis considered the cost of service within the defined Urban Service Area (USA). Also, the analysis showed that the rate for the USA would be only slightly different than the non-USA area, which may not support the need for different service areas.

Based on the number of SFU's in the County, to generate \$5.15 million in annual stormwater program costs, the fee is estimated to be \$140 per SFU per year assuming a 95 percent collection. To fund the stormwater program costs using a graduated 5-year approach, the fee would start out at \$44 per year per SFU, and increase by \$24 per year per SFU for each of the next 4 years. After five years, the ultimate rate would be \$140 per year per SFU. These estimates are based on a 2 percent growth per year in revenue needs and a 1 percent growth per year (i.e., new construction) in revenues.

We appreciate working with the County on this very important project and look forward to future opportunities.

Sincerely,

Scott McClelland  
Vice President  
CDM Smith Inc.

cc: Brian Mack

# EXHIBIT A



## Table of Contents

Section 1 Introduction.....	1-1
Section 2 Level of Service .....	2-1
2.1 Stormwater Levels of Service .....	2-1
2.1.1 Engineering & Permitting Level of Service Descriptions.....	2-2
2.1.2 Operation and Maintenance Level of Service Descriptions .....	2-4
2.1.3 Capital Improvements Level of Service Descriptions.....	2-4
2.2 Description of Current County Stormwater Program.....	2-5
2.2.1 Engineering Services Division .....	2-5
2.2.2 Operation Services Division .....	2-6
2.3 Current County Stormwater Program Funding Summary.....	2-8
2.3.1 Current Engineering & Permitting LOS .....	2-9
2.3.2 Current NPDES Compliance LOS .....	2-9
2.3.3 Current Operation and Maintenance LOS.....	2-9
2.3.4 Current Capital Improvements LOS.....	2-9
2.4 Existing Program Cost Comparison.....	2-10
2.5 Stormwater Program Level of Service Improvements.....	2-11
Section 3 Parcel Analysis.....	3-1
3.1 Tallahassee-Leon County GIS and Leon County Appraisal Data.....	3-1
3.2 Results of Parcel Assessment .....	3-1
3.3 Estimated Dwelling Units.....	3-3
3.4 Estimated Parcels for USA .....	3-4
Section 4 Rate Structure Analysis .....	4-1
4.1 Purpose .....	4-1
4.2 Rate Model.....	4-1
4.3 Stormwater Program Needs .....	4-3
4.4 Rate Structure Alternatives - Unincorporated County .....	4-3
4.4.1 Equivalent Units .....	4-4
4.4.2 Uniform or Tiered Residential Rates.....	4-4
4.4.3 Nonresidential Rates .....	4-6
4.4.4 Adjustments and Credits.....	4-6
4.5 Consequences of Rate Structure Options .....	4-8
4.6 Urban Services Area Options .....	4-9
Section 5 Rate Alternatives .....	5-1

## EXHIBIT A



### Table of Contents

## Tables

Table 2-1 Leon County, Florida Stormwater Utility Update – Stormwater Management and Operations Budgets and Costs As Shown in the Leon County Annual Budget, 5-Year Financial Plan and CIP, FY12/13 .....	2-8
Table 2-2 Leon County, Florida Stormwater Utility Update – Capital Expenditures and Source of Funding .....	2-9
Table 2-3 Leon County, Florida Stormwater Utility Update – LOS Costs .....	2-10
Table 2-4 Leon County, Florida Stormwater Utility Update – Stormwater Management and Operation Estimated Budgets Excluding and Including CIP .....	2-11
Table 3-1 Leon County, Florida Stormwater Utility Update – Summary of Unincorporated County Parcel FY 2011-2012 .....	3-2
Table 3-2 Leon County, Florida Stormwater Utility Update – Summary of Parcel Data FY 2011-2012 – Urban Services Area .....	3-5
Table 4-1 Leon County, Florida Stormwater Utility Update – Summary of Parcel Data (October 2012) .....	4-2
Table 4-2 Leon County, Florida Stormwater Utility Update –Summary of FY13 Program Costs .....	4-3
Table 4-3 Leon County, Florida Stormwater Utility Update –Potential Tiered Single Family Rate Structure .....	4-5
Table 4-4 Leon County, Florida Stormwater Utility Update –Potential Tiered Residential Rates .....	4-6
Table 4-5 Leon County, Florida Stormwater Utility Update –Summary of Consequences for Rate Structure Options .....	4-9
Table 4-6 Leon County, Florida Stormwater Utility Update – O&M Rate for USA and Non-USA Areas .....	4-9
Table 5-1 Leon County, Florida Stormwater Utility Update –Study Rate Alternatives to Fund \$3.15 Million Annually .....	5-2
Table 5-2 Leon County, Florida Stormwater Utility Update –Study Rate Alternatives to Fund \$5.15 Million Annually .....	5-2

## Figures

Figure 2-1 Leon County, Florida Stormwater Utility Update .....	2-2
Figure 2-2 Leon County, Florida Stormwater Utility Update .....	2-10

EXHIBIT A



## Section 1

### Introduction

In October 2012, Leon County (the County) contracted with CDM Smith to prepare a Stormwater Utility Update Study (the 2012 Study). Procurement for these services was based upon the findings and recommendations from the Board of County Commissioner's Workshop on Stormwater and Solid Waste Non-Ad Valorem Assessments and Transportation Taxes held in February 2012. The original purpose of the 2012 Study was to identify the necessary funding to maintain adequate levels-of-service (LOS) for the County's stormwater management program and to determine the feasibility of eliminating the approximate \$2 to \$3 million subsidy from the County's general fund for stormwater services.

To accomplish this goal, CDM Smith prepared a LOS analysis of the County's stormwater programs (Section 2), performed a rate structure analysis (Sections 3 and 4), and developed subsidy elimination scenarios (Section 5). Also, as part of this work, CDM Smith developed a simple rate model using MS Excel ©, which has been provided to the County. This document summarizes the results and conclusions made for each of these tasks.

In order to compare the various rate structure options considered in Sections 3 and 4, the 2011 Stormwater Utility Survey (2011 Survey) prepared by the Florida Stormwater Association (FSA) was used. This survey included 81 respondents, of which 71 were cities and 10 were counties.

EXHIBIT A



## Section 2

### Level of Service

#### 2.1 Stormwater Levels of Service (LOS)

For the purposes of this evaluation, stormwater management services for the County have been organized into four categories as described below:

- **Engineering & Permitting Services (EPS)** – this area of service provides for the management and planning of the stormwater assets for the County. Included are program administration, planning, development review, total maximum daily load (TMDL) Engineering & Permitting, enforcement and monitoring. Also, this includes the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit (FLS000033) compliance activities that are not otherwise accounted for in the other categories.
- **Operation and Maintenance Services (O&M)** – these services include the maintenance of the stormwater assets of the County including mowing, cleaning, litter control, and minor repair.
- **Capital Improvement Program (CIP)** – this includes major construction of new stormwater assets for the County. Projects are generally identified annually in the 5-year CIP program.

In an ideal world with unlimited funding, stormwater management activities would be completed at the highest level. This would result in routinely maintaining all systems, constructing facilities to control every storm, planning for all watersheds to ultimate build out, and performing award winning NPDES compliance. In reality, such funding is not available and thus, services must be provided at a reasonable level that balances services desired by the public with the limited funding available. This level of service (LOS) varies depending on the desires of the community and the issues that need to be addressed.

In order to define the stormwater services provided by the County to its citizens, this study will compare stormwater services provided by the County to a set of standards. The term "LOS" is used in this study to describe the magnitude of beneficial results gained by the community and the environment from the County's stormwater program. A higher LOS will result in better flood control and protection, better control of erosion and sedimentation, and better water quality and stream habitat. This LOS concept is useful for assessing each of the four major stormwater program areas that have been described previously (Engineering & Permitting which includes NPDES Compliance, Operation and Maintenance, and Capital Improvements).

For the purposes of this study, different LOS have been defined and assigned standard letter grades, with "A" being the highest and "F" being the lowest. These standard definitions facilitate evaluation of the LOS currently being provided by the County's stormwater program, and allow consideration of alternative LOS, with their associated benefits and costs. A LOS "F" is considered to be below the minimum regulatory requirements and expectations of the community.



## EXHIBIT A



## Section 2 • Level of Service

A matrix has been developed to assist in understanding the different LOS as they relate to the four major program areas (Figure 2-1). Within this matrix, the first column contains the LOS letter grade identification ranging from "A" to "F." Subsequent column headings are provided for the four program areas, and each box within the matrix contains a brief description of the key elements required to achieve the given LOS for each program area. Later in this section, the County's current stormwater program is assigned a letter grade for each program area based on these LOS definitions. CDM Smith also evaluated the current cost of stormwater services as compared to other communities.

Level of Service	Engineering & Permitting Activities	Operation and Maintenance Program Activities	CIP Implementation Period
A	Comprehensive Planning + Full Implementation Capabilities + Exemplary NPDES Permit Compliance	Fully Preventative/ 100% Routine	10-year Plan
B	Pro-Active Planning + Systematic CIP Implementation Capabilities + Proactive NPDES Permit Compliance	Mixture of Routine and Inspection Based	20-year Plan
C	Priority Planning + Partial CIP Implementation Capabilities + Minimal NPDES Permit Compliance	Inspection Based Only	40-year Plan
D	Reactionary Planning + Minimal CIP Implementation Capabilities + Below Minimum NPDES Permit Compliance	Mostly Responsive (Complaint-based)	50-year Plan
F	No Planning + No CIP Implementation Capabilities + NPDES Non-compliance	Less than full response to all complaints	100-year Plan

Figure 2-1 Leon County, Florida  
Stormwater Utility Update

### 2.1.1 Engineering & Permitting Level of Service Descriptions

A high LOS related to Engineering & Permitting provides benefits to the community and environment through the following means:

- Comprehensive planning of stormwater management activities and practices increases the opportunity to implement recommendations prior to development or redevelopment occurring, thus decreasing the costs and improving the effectiveness of these best management practices.
- A proper staffing level of County personnel to oversee and manage other program areas (i.e., operation and maintenance and capital improvements) improves the cost-effectiveness and efficiency of these program areas.
- A proper staffing level of County personnel to monitor and enforce stormwater rules and regulations increases the level of compliance by the regulated community, better protecting the community and environment from unlawful activities.
- Full compliance with all state and federal regulatory programs allows the County to qualify and gain higher priority for potential funding opportunities when they are available to the County, and avoids potential fines and/or environmental damage that may result from non-compliance. The data and information gained from monitoring activities required by these programs allows the County to make better decisions as to where to apply resources to gain the most benefit and as to the effectiveness of past and ongoing activities in achieving desired benefits.

## EXHIBIT A



## Section 2 • Level of Service

To a large degree, the LOS of the Engineering & Permitting area depends upon the corresponding LOS of the other two major program areas, operation and maintenance and capital improvements. This is because County staff members are required to oversee and manage these other program areas to ensure their cost-effectiveness and efficiency.

However, there are other elements within the Engineering & Permitting area that are not related to O&M or capital improvements. These include enforcement of County development and environmental regulations (e.g., plan review and inspections for soil and erosion control and floodplain regulation, and inspections of stormwater facilities controlling existing development). Other activities that would fall under the Engineering & Permitting category include public information and education about stormwater-related issues, and other supporting functions such as information management, finance, billing, and administration.

The County was first issued its NPDES MS4 permit by the Florida Department of Environmental Protection (FDEP) in 1997 (Permit No. FLS000033). The permit was reissued in 2003 and again on November 1, 2011. Under this permit, the County is required to accomplish and report on various stormwater management activities. Currently, these activities are managed and funded under engineering and permitting services. Compliance is measured by the State using annual reports prepared by the permittee documenting all of the permit related activities accomplished during the permit year.

The various LOS for Engineering & Permitting are described below:

- **LOS A:** Watershed planning completed or scheduled dealing with existing and future stormwater problems (drainage and water quality); complete inventory of stormwater system in a geographic information system (GIS) database. Includes exemplary and/potentially award winning compliance with State and Federal NPDES permit requirements.
- **LOS B:** Increased planning for the watershed considering not only existing problems but also future problems that may be caused by growth; partial stormwater system inventory and sufficient management to administer the program and complete limited CIP projects. Provides proactive NPDES compliance with permit conditions and represents activities that are better than simply a minimal compliance with the letter of the permit, no substantive comments or requests from the annual report review and associated FDEP inspection.
- **LOS C:** Partial planning of watershed, limited stormwater system inventory and some ability to manage capital improvement projects; planning focused on dealing with major or significant existing problems. Middle-of-the-road and minimal accepted LOS with adequate compliance with NPDES permit conditions, some comments received during the annual review, but no major compliance issues are received from FDEP.
- **LOS D:** Poor management characterized by minimal or no planning; some ability to perform project management for capital projects; poor inventory of stormwater system and limited staff to administer the program. Not complying with NPDES permit conditions, characterized by substantive comments on the annual report and during the annual inspection.
- **LOS F:** No management or planning, no system inventory, and no ability to accomplish CIP projects or planning. Non-compliance with major NPDES permit conditions, with the permittee subject to potential fines from the state for noncompliance.

## EXHIBIT A



### Section 2 • Level of Service

#### 2.1.2 Operation and Maintenance Level of Service Descriptions

A high LOS related to operation and maintenance provides benefits to the community and environment through the following means:

- The useful life of the County's stormwater infrastructure is extended through proper operation and routine maintenance of these assets. This results in cost savings by delaying the need for major rehabilitation or replacement of these assets
- Cleaning of swales, catch basins, culverts, and ditches maintains the hydraulic capacity of these items, thus decreasing the frequency of flooding that may occur upstream of and in the vicinity of these areas.
- Regular removal of trash, debris, sediment, and excess vegetation from the stormwater system improves water quality of streams and downstream waterways as well as the aesthetic value of these areas to the community. Regular street sweeping and greenway maintenance achieves similar benefits.

The LOS for O&M are described below:

- **LOS A:** Highest O&M service level that is fully preventative – all maintenance is completed routinely, addressing every stormwater facility once or more each year.
- **LOS B:** Mixture of routine and inspection based maintenance. Critical structures are routinely maintained, both periodically during each year and possibly before each storm event, and non-critical structures are maintained based on inspection.
- **LOS C:** Inspection based maintenance whereby all structures are routinely inspected by management and maintenance is scheduled according to the inspection.
- **LOS D:** Complaint-based maintenance – all maintenance is done based on citizen complaints; generally characterized by work order based activities resulting from citizen call in complaints.
- **LOS F:** Less than complaint-based maintenance, with limited or no ability to even respond to complaints.

Once achieved, a LOS "A" may be less costly than lower LOS because it should reduce the frequency of high-cost capital expenditures such as repairs to failed facilities, unscheduled labor overtime, and high administrative costs. The challenge, however, is that the transition from a lower LOS to a LOS "A" cannot be achieved immediately.

#### 2.1.3 Capital Improvements Level of Service Descriptions

A high LOS related to capital improvements provides benefits to the community and environment through the following means:

- Construction of stormwater system conveyance improvements reduces flooding in known problem areas, thus better protecting public and private property from flood damage.
- Protection and/or improvement of existing lakes, ponds, and wetlands supports downstream water quality objectives by providing treatment of stormwater runoff entering these waters.

## EXHIBIT A



## Section 2 • Level of Service

- Acquiring and preserving stream buffers and other environmentally sensitive areas provides water quality improvement, increased habitat opportunities, and improved aesthetic value of the surrounding environment.
- Restoration and/or stabilization of streams and other areas subject to erosion reduces sediment transport, thus decreasing the need for downstream maintenance and improving downstream habitat.

Alternate LOS associated with capital improvements primarily distinguishes between the level of funding and rate of implementation for identified capital improvement needs. LOS "F" through "A" were assumed to correspond to an implementation period of 100 years to 10 years, respectively. The implementation schedule for capital improvements under any of these LOS could be accelerated through the issuance of revenue debt, with annual stormwater utility fees servicing the debt. It should be noted, however, that deferred implementation of some capital improvements would likely increase the costs of the required improvements, thus further delaying the schedule for full implementation.

## 2.2 Description of Current County Stormwater Program

### 2.2.1 Engineering Services Division

The goal of the Engineering Services Division "is to provide the public with professional services for the construction and maintenance of cost-effective infrastructure to enhance the community's quality of life". Within the Engineering Services Division are four full time employees dedicated to the County's stormwater management program. There are other staff within the Engineering Services Division that dedicate a portion of their time to stormwater management services. The appropriation of stormwater related costs is discussed later in this document. In general, the stormwater services provided by the Engineering Services Division include:

#### **In-house Design Services**

For small CIP projects, the Engineering Services Division provides in-house design services.

#### **Project Management Services for CIP**

For stormwater CIP projects, the Engineering Services Division provides project management services. This includes oversight of the technical aspects of the project during both design and construction.

#### **Review of Development Plans**

The Engineering Service Division is also periodically asked to review the stormwater elements of development plans submitted to the County. The review includes the associated stormwater management systems intended to meet local, state, and federal requirements. Support is also provided on wetland planting plans or review of environmental impacts.

#### **Inspections of New Construction Sites**

In addition to review of development plans, the Engineering Services Division is responsible for construction inspection activities that include enforcing erosion and sediment best management practices for County construction projects.

#### **Stormwater Engineering & Permitting and Planning**

These activities primarily focus on staff time associated with the continued management and planning of the County's stormwater services. Increased Engineering & Permitting services may be needed to

## EXHIBIT A



## Section 2 • Level of Service

address the regulatory changes affecting how the County manages new mandates related to improved water quality. The County also represents County interests with the BluePrint 2000 program.

**Stormwater Master Planning**

Under the direction of the Engineering Services Division, a stormwater master plan was completed in 1995 for the County's Primary Stormwater Management System (PSMS). Since the completion of the study, the County has been implementing CIP projects to address identified problem areas as funding becomes available. In recent years, funding of CIP projects has been accomplished with grant monies and other sources. No CIP funding has come from the existing stormwater utility.

**CIP Program**

On an annual basis, the County updates and prioritizes its CIP needs and then implements the project as funding becomes available. CIP prioritization is based upon previous master planning efforts and flooding complaints from the community. Priority has been given to flood complaint based projects. As a result of aging infrastructure, it is expected that the CIP needs will increase, and thus will require additional funding. Currently, the existing stormwater utility is not used for funding of the County's CIP program. Since 2003, the County has averaged approximately \$4.6 million in expenditures in its stormwater CIP.

**Grant Funding Pursuits**

The Engineering Services Department look for opportunities for grant funding of stormwater related services. The most recent example is grant monies secured as a result of Tropical Storm Faye to mitigate flooding problems that occurred as a result of the storm.

**Total Maximum Daily Load (TMDL) Engineering & Permitting**

The TMDL program requires governments to reduce pollutant loads to impaired waters as identified by the Florida Department of Environmental Protection (FDEP) and/or the Environmental Protection Agency (EPA). As a result of TMDL regulations, the County may be required to reduce pollutant loads leaving its stormwater system into waters of the United States. The County has a list of waters deemed impaired by FDEP and the EPA. It is expected that the County will have to look at opportunities to reduce nutrients in several of the basins.

**NPDES MS4 Compliance & Reporting**

The County has been meeting the requirements for their NPDES MS4 since first being issued (Permit No. FLS000033). In 2011, FDEP has renewed the permit, which requires the County to expand their stormwater program moving forward. Under the new permit, the County is now responsible for several new/enhanced activities. These activities will require additional funding to be compliant with the permit conditions.

**Stormwater Utility Program**

The Engineering Services Division is responsible for the administration of the Stormwater Utility Program.

**2.2.2 Operation Services Division**

Following a reorganization effort in 2008, the Operation Services Division of Public Works became responsible for the following services areas:

- Transportation Maintenance;

## EXHIBIT A



### Section 2 • Level of Service

- Right-of-Way Management; and,
- Stormwater Maintenance.

Each of these three functions involves O&M services for stormwater management systems as described in the paragraphs below.

#### Transportation Maintenance

The goal of the Division of Operations Transportation Program is to "provide for the safety, comfort, and convenience of the public by creating, maintaining, and managing infrastructure and programs supporting transportation, roadside beautification, and stormwater maintenance". Activities related to stormwater management provided under transportation maintenance services include dirt road grading, stabilization and ditch maintenance.

Based upon Tallahassee Leon County GIS street segment data, there are 1,365 lane-miles that are currently being maintained by the Operations Services Division. Approximately, 51 percent of these roads are located within the Urban Service Area (USA). The County also estimated that 628 of the 1,365 lane-miles (46 percent) have a greater functional designation than "local road". For these roads, the expenses associated with transportation and stormwater O&M activities should be shared between transportation and stormwater funding sources. Sharing of these costs is common practices throughout Florida municipalities.

For the unpaved roads, the County provides grading services, including the adjacent roadside ditches on an approximate 14 day cycle. The County has 2 excavation crews available for this purpose. Additionally, the County maintains approximately 107 lane-miles within the City of Tallahassee limits. Approximately 46 percent of the lane-miles within the City limits are served by curb and gutter and closed systems (pipes) for stormwater management. The remainder is served by open systems (e.g. swales).

#### Right-of-Way Management

The goal of the Division of Operations Right-of-Way Management is to "provide for the safety, comfort, and convenience of the public by managing programs that support transportation, roadside beautification, and stormwater maintenance". Activities related to stormwater management under Right-of-Way management include:

- Mowing in landscape areas of County rights-of-way; and,
- Maintenance of vegetation in County maintained stormwater facilities.

The County mows approximately 500 miles of road Right-of-Way, five times each year (2,500 miles of roadway mowing annually). In addition, the County maintains approximately 42 acres of landscaped areas 11 times each year. The County expects more landscaped stormwater facilities in the future as a result of increased interests in green infrastructure for water quality improvement, and therefore, the demand for O&M services will increase.

#### Operations – Stormwater Maintenance

The goal of the Division of Operations Stormwater Maintenance Program is to "provide for the safety, comfort, and convenience of the public by creating, maintaining, and managing infrastructure and



## EXHIBIT A



## Section 2 • Level of Service

programs supporting transportation, roadside beautification, and stormwater maintenance". Activities related to stormwater management under Stormwater Maintenance include:

- Maintaining open and closed County owned drainage systems;
- Protect citizens from stormwater runoff (flooding);
- Provide silt removal from open and closed stormwater systems;
- Provide erosion protection through sod and hydromulch of ditches;
- Respond to stormwater issues identified by citizens;
- Construction and/or repair of stormwater structures (i.e., swale ditch blocks, inlets, etc.);
- Conduct routine maintenance to stormwater ponds and ditches (i.e., mowing, fence repair, etc.);
- Remove silt from County owned ponds and replace stormwater filter systems;
- Provide pond stabilization for erosion protection; and,
- Conduct inspections of stormwater ponds and conveyance systems for permit compliance.

As indicated above, the majority of stormwater services are provided by the Division of Operations under Stormwater Maintenance. It should be noted that approximately 75 percent of stormwater services are complaint based. The County maintains approximately 300 stormwater ponds. All but 10 of the stormwater ponds are "dry" ponds and require mowing. Mowing of the County-owned ponds is inspection-based and not complaint-based. Aquatic weed control is provided as necessary.

The County provides operation and maintenance services for approximately 60 miles of ditches, broken into 60 maintenance segments. Approximately 25 percent of the segments receive O&M annually. Pond maintenance also includes debris removal and mowing of the banks of Lake Henrietta. Two County crews are used to provide approximately 150,000 linear feet of ditch maintenance annually (28 miles per year). A third crew was eliminated during the last reorganization of the Operations Division.

## 2.3 Current County Stormwater Program Funding Summary

Based upon review of the Fiscal Year 2012/2013 Annual Budget Five-Year Financial Plan (Budget Document), and the information provided by the Leon County Office of Management and Budget, CDM Smith compiled a stormwater service funding and appropriation table (See Table 2-1). As can be seen from the table, the average budget for stormwater services for Fiscal Year 2011 through Fiscal Year 2013 is approximately \$4.8 million. Of the \$4.8 million, approximately \$1 million comes from the non-ad valorem assessment (stormwater utility fees), \$1.2 million from the Transportation Trust Fund, \$2.5 million from the non-countywide fund, and the balance from miscellaneous sources. To account for the funding to pay for related stormwater and engineering services, funds are transferred between stormwater and transportation funds. It is important to note that both of these funds are supported by General Revenue. \$1.2 million in transportation funds are transferred to the stormwater program to fund the maintenance of stormwater systems associated with roadways. The County's engineering services, including stormwater engineering costs, are accounted for in the Transportation Trust Fund. \$1.6 million in revenue from the Stormwater Fund is paid back to the Transportation Trust Fund to pay for related engineering and operating services. Additionally, it is the goal of the County to

## EXHIBIT A

**Table 2-1**  
**Leon County, Florida**  
**Stormwater Utility Update - Stormwater Management and Operations Budgets and Costs**  
**As Shown in the Leon County Annual Budget, 5-Year Financial Plan and CIP, FY12/13**

Revenue Sources for Stormwater Utility Fund	FY 2011 Actual Revenue	FY 2012 Adopted Revenue	FY 2013 Budget Revenue	8-Year Average
Non Ad-valorem Assessment	\$1,006,742	\$1,021,250	\$1,004,150	\$1,010,714
City Permit Water Atlas	\$18,750	\$25,000	\$0	\$14,583
Pooled Interest Allocation	\$37,644	\$35,625	\$44,745	\$39,338
Other Sources	\$137,245	\$0	\$0	\$45,748
Transfer from 106 (Transp. Trust)	\$1,179,177	\$1,248,251	\$1,072,112	\$1,166,513
Transfer from 126 (non- countywide)	\$1,890,951	\$2,618,647	\$2,985,242	\$2,498,280
Miscellaneous	\$0	\$290,000	\$0	\$96,667
	\$4,270,508	\$5,238,773	\$5,106,249	\$4,871,843
Actual Expenses or Budgeted Expenses for Stormwater Utility Fund	FY 2011 Actual Expenses	FY 2012 Adopted Budget	FY 2013 Requested Budget	8-Year Average
Stormwater Maintenance <sup>1</sup>	\$2,241,834	\$2,774,701	\$2,748,500	\$2,588,345
MIS Automation - Stormwater	\$626	\$568	\$500	\$565
Stormwater Utility Risk	\$35,769	\$32,231	\$19,644	\$29,215
Indirect Costs - Stormwater	\$549,016	\$619,399	\$425,552	\$531,322
Tax Collector	\$20,849	\$17,910	\$18,447	\$19,069
Water Quality & TMDL Sampling	\$37,500	\$59,940	\$0	\$32,480
Transfers to Account 106	\$1,067,204	\$1,699,024	\$1,886,104	\$1,550,777
Budgeted Reserves - Stormwater	\$0	\$35,000	\$35,000	\$23,333
	\$3,952,798	\$5,238,773	\$5,133,747	\$4,775,106



## EXHIBIT A



## Section 2 • Level of Service

eliminate the transfer of the approximate \$2.5 million of Non-Countywide funds with revenue generated from the updated stormwater utility rate structure.

The County expends \$4.8 million for various stormwater related activities. Approximately \$2.6 million is spent on stormwater O&M, \$1.6 million is transferred back for engineering services, and the remaining \$600,000 is spent on various other stormwater functions located in the stormwater fund.

It is a common practice for other County stormwater programs in Florida to fund the O&M for major roads using transportation funds. Consistent with this practice, in future years, the County has identified \$800,000 in the Transportation Trust Fund for stormwater O&M on major roads. The County estimated this cost using the assumption that 46% of County roads are classified as greater than "local" and that 67% of O&M budget (\$2.6 million) is spent on roadway stormwater maintenance ( $\$2.6 \text{ million} \times 67\% \times 46\% = \$800,000$ ). As a result, the stormwater utility will only need to fund \$1.8 million for stormwater facility and conveyance O&M and not the full \$2.6 million ( $\$2,600,000 - \$800,000$ ). Therefore, the actual funds that will be appropriated from the stormwater utility fund will be \$3.15 million.

Historically, the County has spent an average of \$4.6 million on its CIP program (FY2003 – FY2012). The majority of the dollars were secured from revenue sources other than what is generated by the County's current stormwater assessment fee. Moving forward, the County anticipates using approximately \$2.0 million for its stormwater CIP program as a minimum amount. This is based upon the last 10 years of stormwater CIP appropriations from the County's CIP program, Gas Tax, and Local Options Sales Tax. A summary of the historical CIP expenditures by fund is presented in Table 2-2.

Based on a review of the existing County stormwater program by CDM Smith, discussions with county staff, and the LOS definitions provided previously, the following LOS ratings are provided for the current County stormwater program.

### 2.3.1 Current Engineering & Permitting LOS

The County's currently provides a LOS C for Engineering & Permitting. While the County completed a stormwater master plan in 1995, it has not been updated nor have basin plans related to water quality protection been completed. Also, the County continues to inventory of stormwater facilities.

### 2.3.2 Current NPDES Compliance LOS

Based on this assessment of the compliance activities for the County, the existing program has achieved adequate compliance so would be designated a LOS C. The County does additional stormwater monitoring above what is required for permit compliance.

### 2.3.3 Current Operation and Maintenance LOS

The existing O&M LOS is primarily complaint based. There are limited inspection based O&M practices related to pond mowing. Based upon the LOS criteria previously defined in Figure 2-1, the current LOS provided by the County is D. This LOS rating is indicative of resource limitations and not effort.

### 2.3.4 Current Capital Improvements LOS

The current LOS provided by the County related to capital improvements associated with stormwater management is LOS D+. Projects are completed based upon need and fiscal resources. It should be noted that the currently, the stormwater utility does not fund the County's stormwater CIP.

EXHIBIT A

Table 2-2  
Leon County, Florida  
Stormwater Utility Update - Capital Expenditures and Source of Funding

Capital Improvement Projects - Funding Source	FY 2003	FY 2004	FY 2005	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	10-Year Average
Grants - 125	\$0	\$508,671	\$21,391	\$0	\$1,641,670	\$110,057	\$200,000	\$308,021	\$1,097,013	\$2,086,385	\$597,321
Capital Improvements Fund - 305	\$509,975	\$1,361,643	\$1,388,050	\$2,021,548	\$1,838,855	\$615,355	\$1,350,106	\$2,171,559	\$2,098,912	\$2,306,180	\$1,566,218
Transportation Fund - 306	\$0	\$1,863	\$9,722	\$294,483	\$35,616	\$32,677	\$37,486	\$80,172	\$199,875	\$49,759	\$74,165
Sales Tax Fund - 308	\$10,914	\$161,000	\$118,891	\$326,234	\$0	\$0	\$0	\$0	\$0	\$0	\$61,704
Sales Tax Extension Fund - 309	\$71,778	\$2,753	\$937,510	\$6,857,166	\$1,185,613	\$1,997,770	\$1,796,482	\$1,812,261	\$653,984	\$2,593,600	\$1,790,892
Bond Series - 318	\$1,474,768	\$2,733,623	\$581,544	\$261,867	\$37,382	\$0	\$0	\$0	\$0	\$0	\$508,918
Totals	\$2,067,435	\$4,769,553	\$3,057,108	\$9,761,298	\$4,739,136	\$2,755,859	\$3,384,074	\$4,372,013	\$4,049,784	\$7,035,924	\$4,599,218

Capital Improvement Projects - Funding Source	10-Year Average
Capital Improvements Fund - 305	\$1,566,218
Transportation Fund - 306	\$74,165
Sales Tax Fund - 308	\$61,704
Totals	\$1,702,088

## EXHIBIT A



## Section 2 • Level of Service

Figure 2-2 illustrates the current LOS for the County based on this assessment. Overall, the County is assessed as being between a C and D+ for the LOS.

Level of Service	Engineering & Permitting Activities	Operation and Maintenance Program Activities	CIP Implementation Period
A	Comprehensive Planning + Full Implementation Capabilities + Exemplary NPDES Permit Compliance	Fully Preventative/ 100% Routine	10-year Plan
B	Pro-Active Planning + Systematic CIP Implementation Capabilities + Proactive NPDES Permit Compliance	Mixture of Routine and Inspection Based	20-year Plan
C	Priority Planning + Partial CIP Implementation Capabilities + Minimal NPDES Permit Compliance	Inspection Based Only	40-year Plan
D	Reactionary Planning + Minimal CIP Implementation Capabilities + Below Minimum NPDES Permit Compliance	Mainly Responsive(Complaint-based)	50-year Plan
F	No Planning + No CIP Implementation Capabilities + NPDES Non-compliance	Less than full response to all complaints	100-year Plan

Figure 2-2 Leon County, Florida  
Stormwater Utility Update

## 2.4 Existing Program Cost Comparison

CDM Smith used a “top-down” approach to establish a base line for varying levels of service. This approach uses standard unit costs to estimate the total program cost. Typically, costs are related to population (i.e., cost per capita) or to road or lane mile, with the latter tending to relate best to O&M costs and the former relating to total and Engineering & Permitting costs. Table 2-3 shows the results for a number of communities in Florida and other states for which population, funding, road miles and level of service were available. Based on these data, the top-down costs for the different LOS above the current LOS for the County was estimated.

Table 2-3 Leon County, Florida  
Stormwater Utility Update  
LOS Costs

Population Based Level of Service (EPS, O&M, CIP)	Average	Minimum	Maximum
A	\$61	\$59	\$63
B	\$44	\$27	\$60
C	\$25	\$17	\$43
D	\$21	\$12	\$28
Lane Mile Based Level of Service (O&M only)	Average	Minimum	Maximum
A	\$12,201	\$6,550	\$17,852
B	\$8,044	\$3,148	\$11,104
C	\$6,079	\$2,698	\$10,090
D	\$2,442	\$1,216	\$3,216

As previously shown in Table 2-1, the County spends approximately \$3.95 million on its stormwater program, including the \$800,000 from the Transportation Trust Fund. Using a population estimate of 95,000 (2011 Census Estimate), this is an equivalent cost of \$42 per capita for stormwater services. Using the benchmark data presented in Table 2-3, this is between a LOS C and LOS B. When you consider the County appropriates a portion of its stormwater budget on stormwater maintenance activities associated with roadways within the City of Tallahassee limits, the result would move the benchmark LOS closer to LOS C. This result is consistent with the LOS determination using County specific data (see Section 2.3).

## EXHIBIT A



## Section 2 • Level of Service

A comparison of the O&M LOS based upon the lane miles of County road currently being maintained was also performed. Currently, the County maintains approximately 1365 lane-miles of roadway. As previously discussed, approximately 694 lane-miles are within the USA and 107 lane-miles are within the City of Tallahassee limits. Because the County maintains roads inside city limits and the costs for this work is included in the overall expenses recorded here, the LOS is identified with Table 2-3 is slightly lower than it is in reality. Based upon the \$2.6 million appropriation for stormwater O&M (see Table 2-1), the County spends approximately \$1,904 per roadway lane-mile on stormwater O&M services. Based upon the benchmark information presented in Table 2-3, this equates to a LOS D, which is consistent with the LOS determination using County specific data (see Section 2.3).

## 2.5 Stormwater Program Level of Service Improvements

The cost of the County's stormwater program at the current LOS is \$3.95 million. As previously discussed, approximately \$800,000 will come from the Transportation Trust Fund to maintain arterial and collector roadways, leaving \$3.15 million to be funded by the stormwater assessment, annually. The recommended allocation of the \$3.15 million is presented in Table 2-4. In order to provide \$2 million for its CIP program into the stormwater utility fund, the total revenue needed from the stormwater utility fee would be \$5.15 million.

**Table 2-4 Leon County, Florida  
Stormwater Utility Update – Stormwater Management and  
Operation Estimated Budgets Excluding and Including CIP**

Revenue Sources for Stormwater Utility Fund	Existing Budget
Engineering & Permitting Services	\$1,350,000
Stormwater Maintenance	\$1,800,000
<b>Total</b>	<b>\$3,150,000</b>

Revenue Sources for Stormwater Utility Fund	Future Budget
Engineering & Permitting Services	\$1,350,000
Stormwater Maintenance	\$1,800,000
Capital Improvement Projects	\$2,000,000
<b>Total</b>	<b>\$5,150,000</b>

EXHIBIT A



## Section 3

### Parcel Analysis

A stormwater utility program includes a utility fee that is generally based upon the amount of impervious area on a fee payer's land. Generally, the greater the amount of impervious area, the greater amount of stormwater runoff and, subsequently, the greater the effort local cities and counties have to expend to control the runoff. While there are a number of parameters related to runoff, the best parameter is the amount of impervious area. Therefore, to understand the stormwater assessment for Leon County (the County), this project included a study of impervious area as well as other parcel-based information that may be pertinent to the utility assessment.

Based on CDM Smith experience, it has been found in Florida and other parts of the country that there tend to be two distinct categories of parcels which need study: residential and non-residential. Generally, the impervious areas of residential parcels represent relatively uniform classes while the impervious areas for non-residential parcels vary significantly.

Provided in this section is a discussion of the parcels in the study area. The data used in the analysis were obtained from Tallahassee-Leon County GIS (GIS). A brief description of the data and techniques used is provided prior to the consideration of the results for each general parcel type.

#### 3.1 Tallahassee-Leon County GIS and Leon County Appraisal Data

The GIS staff provided CDM Smith with parcel specific GIS and database information. From these records and conversations with the GIS staff, a dataset of parcel information was obtained, a summary of which is provided below.

#### 3.2 Results of Parcel Assessment

A summary of the 2012 parcel data for the Unincorporated County as defined by GIS & LCPA data is provided in **Table 3-1**. The table lists the parcel types, number of parcels encountered in the dataset, number of estimated dwelling units, the impervious areas used for the assessment and the assessment revenues. The data are separated into residential, non-residential and vacant categories. The percentages are rounded to the nearest 10<sup>th</sup> percent. Also included in these tables are the relative percent of the County each category represents. It should be noted that there are a number of "vacant" parcels as defined by the GIS datasets (1,289 to be precise). These parcels, although coded as if they have no development (i.e., vacant), were considered in the analysis as they did have onsite improvements such as mobile homes or parking areas. For the purposes of the summary the 100 Department of Revenue Codes were categorized as follows:

## EXHIBIT A



## Section 3 • Parcel Analysis

**Table 3-1 Leon County, Florida  
Stormwater Utility Update  
Summary of Unincorporated County Parcel Data FY 2011-2012**

Parcel Type	No. of Parcels	% of Total	Estimated Dwelling Units	% of Total	Impervious Area (sq ft)	% of Total	SWU Assessment	% of Total
<b>Residential</b>								
Single Family <sup>1</sup>	27,130	73.6%	27,130	73.4%	107,177,177	64.3%	\$542,600	58.4%
SFR with > 1 DU	769	2.1%	1,900	5.1%	4,958,171	3.0%	\$38,020	4.1%
Mobile Home	5,652	15.3%	5,652	15.3%	12,031,183	7.2%	\$113,040	12.2%
Mobile Home with >1 DU	451		1,091		1,944,451		\$21,820	
Condominium								
Multifamily 2-9 DUs	264	0.7%	669	1.8%	929,558	0.6%	\$13,380	1.4%
Multifamily >9 DUs	3	0.0%	332	0.9%	1,091,838	0.7%	\$1,060	0.1%
Misc. Residential	204	0.6%	204	0.6%	508,874	0.3%	\$4,780	0.5%
<b>Subtotal Residential</b>	<b>34,473</b>	<b>93.6%</b>	<b>36,978</b>	<b>100.0%</b>	<b>128,641,252</b>	<b>77.1%</b>	<b>\$734,700</b>	<b>79.0%</b>
<b>Nonresidential</b>								
Commercial	477	1.3%			15,650,717	9.4%	\$71,918	7.7%
Industrial	253	0.7%			7,876,516	4.7%	\$39,704	4.3%
Agricultural	1	0.0%			61,734	0.0%	\$40	0.0%
Institutional	50	0.1%			1,748,510	1.0%	\$9,134	1.0%
Churches	138	0.4%			2,736,354	1.6%	\$17,406	1.9%
City/County	45	0.1%			1,224,439	0.7%	\$5,384	0.6%
Governmental	25	0.1%			1,738,624	1.0%	\$1,776	0.2%
Public Schools	9	0.0%			2,491,003	1.5%	\$2,206	0.2%
Miscellaneous	80	0.2%			750,427	0.4%	\$6,964	0.7%
<b>Subtotal Nonresidential</b>	<b>1,078</b>	<b>2.9%</b>			<b>34,278,324</b>	<b>20.6%</b>	<b>\$154,532</b>	<b>16.6%</b>
<b>Vacant</b>								
Vacant Residential	1,171	3.2%	1,275		2,330,028	1.4%	\$29,360	3.2%
Vacant Commercial	72	0.2%			1,085,112	0.7%	\$9,372	1.0%
Vacant Industrial	33	0.1%			97,222	0.1%	\$1,000	0.1%
Vacant Institutional	13	0.0%			360,289	0.2%	\$906	0.1%
<b>Subtotal Vacant</b>	<b>1,289</b>	<b>3.5%</b>			<b>3,872,651</b>	<b>2.3%</b>	<b>\$40,638</b>	<b>4.4%</b>
<b>Total Unincorporated</b>	<b>36,840</b>	<b>100.0%</b>	<b>38,253</b>		<b>166,792,227</b>	<b>100.0%</b>	<b>\$929,870</b>	<b>100.0%</b>
<b>Total Developed</b>	<b>35,551</b>		<b>36,978</b>		<b>162,919,576</b>			
<b>Estimated Unincorporated Population <sup>2</sup></b>			<b>89,895</b>					
<b>Estimated 2011 Population (2010 Census Estimate)</b>			<b>95,006</b>					

## Notes:

- 1 Based on NAV Database, some SFU (DOR Code 01) have more than 1 DU.
- 2 Estimated population based on 2.35 persons per DU (2010 Census)



## EXHIBIT A



## Section 3 • Parcel Analysis

<u>DOR Code</u>	<u>Category</u>
00	Vacant Residential
01	Single Family
02	Mobile Homes
03, 08	Multifamily
04	Condominiums (none in record)
05, 06, 07, 09	Miscellaneous Residential
10	Vacant Commercial
11 - 39	Commercial
40	Vacant Industrial
41 - 49	Industrial
50 - 69	Agricultural
70	Vacant Institutional
71	Churches
72 - 79	Institutional
80, 81, 82, 84, 85, 87 - 89	Governmental
83, 86	City/County
90 - 99	Miscellaneous

For the purposes of this analysis, the term "Single Family" refers only to those parcels in DOR Code 01. Mobile homes, even though only one family may reside in them, and Multifamily are considered Non-Single Family Residential.

Also, for this analysis, "Miscellaneous Residential" includes parcels in DOR Codes 05, 06, 07 and 09. According to the GIS data, the Unincorporated County has 204 parcels identified as DOR Code 07, which according to the Department of Revenue means "Miscellaneous Residential (migrant camps, boarding houses, etc.)". How the County assigns billing units to these types of parcels is subject to County policy and in Florida, there is no standard of practices for this issue. For the purposes of this analysis, each parcel in DOR Code 07 was assigned 1 billing unit.

In total, there are 36,840 assessed parcels in the Unincorporated County, of which 34,473 are residential in nature (94 percent). The majority of the residential parcels are single family units (73 percent). The second largest number of residential parcels is Mobile Homes at 15.3 percent. Of the 1,078 non-residential parcels, 477 (44.2 percent) are commercial, 253 (23.5 percent) are industrial and 138 (12.8 percent) are churches. Of the parcels identified as vacant, most are vacant residential.

From the NAV records, the impervious area for each category is also shown in Table 3-1. Residential parcels represent 77.1 percent of the impervious area, nonresidential parcels represent 18.6 percent and vacant parcels represent 4.4 percent of the total. Also, of the estimated \$929,870 in revenue, 79.0 percent comes from residential parcels, 16.6 percent comes from nonresidential parcels and 4.4 percent comes from vacant parcels.

### 3.3 Estimated Dwelling Units

To consider rate structure options, an estimate of the number of dwelling units was needed. For single family units, normally it is assumed that each parcel is one dwelling unit. From the NAV dataset, about 770 parcels have more than one dwelling unit located on the parcel. These parcels are separately listed in Table 3.1. This is also true of mobile homes: one dwelling unit per parcel is normally assumed. There are 451 mobile home parcels with more than one dwelling unit – these are also listed separately. Finally for multifamily, the NAV record was used to identify the number of

## EXHIBIT A



## Section 3 • Parcel Analysis

dwelling units associated with each parcel type including vacant residential. In total, about 38,250 dwelling units were identified, the majority of which are single family units (71 percent).

### 3.4 Estimated Parcels for USA

One of the considerations of this study was the potential for service areas. Service areas, for the purpose of this study, are areas in the County where differential levels of service may be offered by the County. Upon discussion with County staff, it was suggested that one such separation may be parcels in the Urban Services Area (USA) and those without. Staff believed that the O&M component of the stormwater program may be less in the non-USA area. To test this, the parcels within and without of the USA (in the Unincorporated County) were separated.

Using the GIS information, parcels within the USA were identified.. Of the 36,840 assessed parcels in the Unincorporated County, 23,568 (64 percent) are in the USA. **Table 3-2** summarizes the number of parcels, number of estimated dwelling units, impervious areas and assessment revenues for the Unincorporated County portion of the USA. Residential parcels comprise 23,495 (94 percent) of the parcels, most of which are single family units (84 percent). There are 786 nonresidential parcels in the unincorporated portion of the USA representing 3.3 percent of the total number of parcels. The rest of the parcels (2.3 percent) are coded as vacant by the Property Appraiser's Office. Using the same methods noted above for impervious area, the USA has 110.4 million square feet of impervious area of which only 73.9 percent is residential.



## EXHIBIT A



## Section 3 • Parcel Analysis

**Table 3-2 Leon County, Florida  
Stormwater Utility Update  
Summary of Parcel Data FY 2011-2012 – Urban Services Area**

Parcel Type	No. of Parcels	% of Total	DU/ Parcel	Estimated Dwelling Units	% of Total	Imperv Area (sq ft)	% of Total	Avg. Imperv per DU (sq ft)	SWU Assessment	% of Total
<b>Residential</b>										
Single Family	19,700	83.6%	1	19,700	83.8%	73,476,092	66.5%	3,730	\$394,000	64.6%
SFR with > 1 DU	298	1.3%	2.5	749	3.2%	1,978,666	1.8%	2,642	\$14,980	2.5%
Mobile Home	1,866	7.9%	1	1,866	7.9%	3,769,349	3.4%	2,020	\$37,320	6.1%
Mobile Home with >1 DU	92	0.4%	2.53	233	1.0%	355,264	0.3%	1,525	\$4,660	0.8%
Condominium										
Multifamily	240	1.0%	3.75	902	3.8%	1,896,532	1.7%		\$12,460	2.0%
Misc. Residential	45	0.2%	1	45	0.2%	121,989	0.1%	2,711	\$1,220	0.2%
<b>Subtotal Residential</b>	<b>22,241</b>	<b>94.4%</b>		<b>23,495</b>	<b>100.0%</b>	<b>81,597,892</b>	<b>73.9%</b>	<b>3,473</b>	<b>\$464,640</b>	<b>76.1%</b>
<b>Nonresidential</b>										
Commercial	385	1.6%				13,870,197	12.6%		\$60,172	9.9%
Industrial	228	1.0%				7,194,140	6.5%		\$36,808	6.0%
Agricultural		0.0%					0.0%			0.0%
Institutional	27	0.1%				1,224,995	1.1%		\$7,324	1.2%
Churches	80	0.3%				2,069,605	1.9%		\$12,066	2.0%
City/County	25	0.1%				752,559	0.7%		\$2,584	0.4%
Governmental	18	0.1%				310,697			\$1,216	
Public Schools	4	0.0%				876,030			\$806	
Miscellaneous	19	0.1%				156,896			\$2,080	
<b>Subtotal Nonresidential</b>	<b>786</b>	<b>3.3%</b>				<b>26,455,119</b>	<b>24.0%</b>		<b>\$123,056</b>	<b>20.2%</b>
<b>Vacant</b>										
Vacant Residential	437	1.9%		437		904,299	0.8%		\$12,220	2.0%
Vacant Commercial	66	0.3%				1,071,164	1.0%		\$9,132	1.5%
Vacant Industrial	31	0.1%				96,185			\$960	
Vacant Institutional	7	0.0%				291,715			\$366	
<b>Subtotal Vacant</b>	<b>541</b>	<b>2.3%</b>				<b>2,363,363</b>	<b>2.1%</b>		<b>\$22,678</b>	<b>3.7%</b>
<b>Total Unincorporated</b>	<b>23,568</b>	<b>100.0%</b>		<b>23,495</b>		<b>110,416,374</b>	<b>100.0%</b>		<b>\$610,374</b>	<b>100.0%</b>
<b>Total Developed</b>	<b>23,027</b>			<b>23,495</b>		<b>108,053,011</b>				

The table also identifies the stormwater utility revenue from the USA, about 65.6 percent of the total revenue.

EXHIBIT A



## Section 4

### Rate Structure Analysis

As part of this assessment of the Leon County Stormwater Utility, a number of potential rate structures were considered. For this section, the rate structure options are considered independent from the fee. In the next section, the annual fee is varied to consider the current stormwater utility fund subsidy.

#### 4.1 Purpose

In the previous section, information related to the potential customers within the unincorporated County was gathered including number of parcels, number of dwelling units, and impervious areas for various different parcel types. These data were collected to develop a rate model for the stormwater assessment, which is intended to estimate the potential rates and revenues depending on rate structure options. Also, to consider the potential rates for differing rates in the USA, a rate model was prepared for just the parcels in the USA.

#### 4.2 Rate Model

The rate model for the County is a series of worksheets within spreadsheets that provide the following:

- A ten-year estimate of program costs for Management, Compliance and Implementation, Operation and Maintenance (O&M); and Capital Improvement Program (CIP). The CIP costs are separated so that a Pay-As-You-Go funding can be compared to a bonded program. Costs are assumed to increase at 2% per year while revenue (i.e., number of SFU's) is assumed to increase at 1% per year.
- An ad valorem tax worksheet estimates the ad valorem tax rate (millage or \$ per \$1000) that would generate an equivalent total program. In this spreadsheet, the millage needed to generate a specified revenue need can be estimated as well as to estimate the revenue for a given tax rate.
- An options worksheet allows the user to identify whether or not a rate structure option is to be simulated. Options include single family unit equivalence or residential equivalence; billing unit based on single family units only or all residential units; potential credits and the amount of credits (percent reduction in fee); various adjustments that might be offered; and tiered non-single family residential rates. This spreadsheet also accumulates the number of extra staff needed to administer the rate structure options.
- A worksheet showing the resultant annual revenue from the options selected for rates in \$5 increments from \$10 per year per SFU to \$100 per year per SFU.
- A worksheet with a 10-year projection of rates and program needs is provided with the ability to test the effect of a pay-as-you-go CIP program compared to a bonded program with annual debt service. For the 10-year bonded CIP, two bonds are simulated for each of the 5 years (20-year repayment, 7 percent loan rate, 25 percent coverage and 12 percent financing costs).

## EXHIBIT A



## Section 4 • Rate Structure Analysis

- A worksheet with the highest 25 parcels based on the 2012 Assessment record and the effects the chosen rate structure options may have on their assessment.
- The final worksheet in the file is the summary of data used for the other worksheets. This table is shown in Table 4-1 for the data from this study.

**Table 4-1 Leon County, Florida Stormwater Utility Update  
Summary of Parcel Data (October 2012)**

Parcel Type	No. of Parcels	No. of Dwelling Units	2012 Imperv. Area (sq ft)	2012 Total Parcel Area (sq ft)	Imperv./ DU or Parcel	Billing Unit Equivalent	SFUs Based on Equivalent	SFUs for Subsidy	% Affected by Credits (Estimated)	Fraction of SFUs	Total SFUs with Options
<b>Residential(1)</b>											
Single Family - Small	2,426	2,426	2,861,836		1,055		2,426		5%	100%	2,426
Single Family - Medium	19,412	19,412	60,546,853		3,272		19,412		5%	100%	18,733
Single Family - Large	1,547	1,547	22,686,379		9,115		1,547		5%	100%	1,547
Single Family - Very Large	880	880	11,707,829		13,304	3,272	880		5%	100%	880
Single Family w/>1 SFU	769	1,900	4,900,177		2,610		1,900		5%	100%	1,900
Multifamily (2)	267	1,001	2,143,522		2,141		1,001		5%	100%	1,001
Mobile Home	6,103	6,743	13,894,287		2,061		6,743		5%	100%	6,743
Misc. Residential	204	204	508,874		2,494		204		5%	100%	204
Single Family w/Exemption	2,865	2,865	9,374,280		3,272		2,865		5%	100%	2,865
<b>Subtotal Residential</b>	<b>34,473</b>	<b>36,978</b>	<b>128,624,037</b>		<b>3,482</b>		<b>36,978</b>				<b>36,978</b>
<b>Nonresidential</b>											
Commercial	477		15,650,717		32,828	3,272	4,786		5%		4,786
Industrial	253		7,876,516		31,132	3,272	2,407		5%		2,407
Agricultural	1		61,734		61,734	3,272	19		5%		19
Institutional w/o Churches	50		1,748,510		34,970	3,272	534		5%		516
Churches	138		2,736,354		19,829	3,272	836	836	5%		836
Governmental w/o Schools	25		1,738,624		69,545	3,272	531	531	5%		531
City/County	45		1,224,439		27,210	3,272	374	374	5%		374
Schools	9		2,491,003		276,778	3,272	761	761	5%		761
Miscellaneous	80		750,427		9,380	3,272	229		5%		229
<b>Subtotal Nonresidential</b>	<b>1,078</b>		<b>34,286,393</b>		<b>31,806</b>		<b>10,479</b>	<b>2,503</b>			<b>10,479</b>
<b>Vacant</b>											
Vacant Residential	1,171	1,275	3,634,878			3,272	1,111	1,111	5%		1,111
Vacant Commercial	72		1,200,027			3,272	367	367	5%		367
Vacant Industrial	33		119,907			3,272	37	37	5%		37
Vacant Institutional	13		360,612			3,272	110	110	5%		110
<b>Subtotal Vacant</b>	<b>1,289</b>	<b>1,275</b>	<b>5,315,424</b>								<b>1,568</b>
<b>Total Developed</b>	<b>35,551</b>	<b>36,978</b>	<b>162,910,430</b>				<b>47,457</b>	<b>4,128</b>			<b>47,457</b>
<b>Total Parcels</b>	<b>36,840</b>	<b>38,253</b>	<b>168,225,854</b>								<b>49,081</b>

## Note:

- (1) Small SF is 10<sup>th</sup> percentile and below; Large is 90<sup>th</sup> percentile and above. Very large is greater than 10,000 square feet.
- (2) Multifamily includes parcels with DOR Codes 03 and 08.
- (3) For Residential, column represents impervious per Dwelling Unit.  
For Nonresidential, column represents impervious per Parcel.

Type	SFUs	%
Residential	38,089	77.6%
Nonresidential	10,992	22.4%

## EXHIBIT A



## Section 4 • Rate Structure Analysis

It should be noted that for the rate model, single family parcels were split into tiers based on impervious areas. Separately, parcels owned by disabled veterans or low income exemptions were quantified for credit calculations. It was assumed that all of these parcels came from the Single Family - Medium category and were moved to a separate category called "Single Family w/ Exemption" solely to consider the effects of rate structure options on this category. Also, the average impervious area per dwelling unit for Single Family - Small and Single Family - Large were based on the 20<sup>th</sup> and 80<sup>th</sup> percentile, respectively. Also, the parcel database included single family parcels (DOR Code 01) with more than one dwelling unit (usually a home with one or more mobile home). These parcels were separated in Table 4-1.

A snapshot of each of the worksheets (tabs in an Excel file) is provided in the Appendix.

### 4.3 Stormwater Program Needs

**Table 4-2 Leon County, Florida Stormwater Utility Update  
Summary of FY13 Program Costs**

Program Element	Future Budget	% of Total
Engineering & Permitting	\$1,350,000	26.2%
Operations & Maintenance	\$1,800,000	35.0%
Capital Improvement Program	\$2,000,000	38.8%
Total	\$5,150,000	100.0%

With the help of County staff, the program costs for the County were estimated and projected for potential future levels of service scenarios. Table 4-2 provides a summary of the existing stormwater

program needs for the management and O&M costs for the County. The costs were separated in this fashion to allow various revenue sources to pay for various components of the program. In the lower part of the table, as an alternative, an additional \$2 million has been included at the request of the County staff to consider the funding of capital projects independent of the general fund, grants or sales taxes.

### 4.4 Rate Structure Alternatives – Unincorporated County

As noted previously, most of the stormwater utilities in the United States are based on the impervious area of the customer's property. Actually, the majority of stormwater utilities have a uniform rate for all residential and nonresidential parcels, with the residential customer's fee based on the number of dwelling units and the nonresidential customer's fee based on the impervious area. The purpose of this section is to discuss the alternatives for the stormwater utility rate structure. Alternatives include uniform and variable rates for both residential and non-residential customers, exemptions, and credits.

To compare the fiscal consequences of each alternative considered, the option was compared to the results for the existing rate structure. This structure includes 1 billing unit (known as an SFU, see below) for each dwelling unit associated with residential parcels and a calculated number of billing units for non-residential parcels based on their respective impervious areas. Using the current rate structure, the estimated number of billing units (or SFUs) is 49,081 based on an updated average single family unit impervious area (see below).

## EXHIBIT A



## Section 4 • Rate Structure Analysis

#### 4.4.1 Equivalent Units

In order to provide an equitable measure of impervious areas for both residential and non-residential developed parcels, stormwater utilities have used an equivalent or base unit to measure the impervious areas by a uniform basis. Similar to other types of utilities, the equivalent unit for a stormwater utility is the relative amount of contribution of a fee payer compared to a residential unit. In other words, the residential unit is the base for the utility fee.

Two methods of defining the equivalent or base unit have been employed in Florida. The first is named the Single Family Unit Equivalent, or SFU. As expected by the name, a SFU is defined as the average or median impervious area for single family detached residences within the county. The current value used as the SFU is 2,723 square feet, based on an analysis completed prior to the adoption of the original ordinance in 1991. From the recent information obtained from the County, this method results in a median value of 3,272 square feet for the County. The second method, known as Equivalent Residential Unit or ERU, is based upon the average or median impervious area for all residential unit types including single family, multifamily, apartments and mobile homes. For Leon County, the average impervious area for all residential parcels is 3,553 sq. feet, not significantly different than the SFU value (9 percent increase).

From the rate model, the number of SFUs is 49,081 billing units, while, for the ERU method, there are 48,420 billing units (a 1.3 percent decrease). The difference is because, while the residential SFUs stay the same, the nonresidential billing units are based on a slightly larger denominator.

It should be emphasized that the choice of the SFU or ERU base is subject to the policy decisions of the County and that different communities around the U.S. have chosen differently. In Florida, the 2011 FSA Survey, within which all 10 counties were respondents, reports that 50 percent of the 10 counties with assessments or fees use the SFU base and 30 percent use the ERU base (20 percent use some other equivalent). For all cities and counties (81 respondents), 61 percent use the SFU, 30 percent use the ERU and 9 percent use another method. In the case of Leon County, 73.4 percent of the dwelling units are single family which leads to the result that an SFU Equivalent seems appropriate.

#### 4.4.2 Uniform or Tiered Residential Rates

Many utilities have the residential customer pay in relation to the number of dwelling units for the customer. A single family unit is assigned 1 SFU and a duplex is assigned 2 SFUs, for example. In Florida, 70 percent of counties use this method. Two other options are possible: variable single family rates and uniform rates by residential type. Each of these is considered below.

**Tiered Single Family Rates.** For this alternative, single family (and for that matter all residential customers) would be assigned a fee based on the impervious area of their property in the same manner as the nonresidential properties. The purpose of this would be to have a fee directly related to amount of impervious area on each customer's property. Most stormwater assessment datasets do not have the impervious area readily available – the Leon County GIS does. That is, using the footprint plus appurtenances and some extra features, a value for impervious area for single family can be defined. The driveway is excluded but can be added as a unit average number. Therefore, impervious area data for each single family parcel is not a significant limitation in the County.

There are some stormwater utilities that have a tiered structure for single family units to recognize that some single family properties are very small and some are extremely large. If each is assigned a fee based on 1 SFU, then the small properties may appear to pay too much and the large properties appear to pay too little. Previous studies in the US have shown that when the ratio of the 90<sup>th</sup>

## EXHIBIT A



## Section 4 • Rate Structure Analysis

percentile to the 10<sup>th</sup> percentile is greater than 2.5, a tiered structure can be justified. In the case of Leon County, the ratio of the 90<sup>th</sup> percentile and 10<sup>th</sup> percentile is 4.05, a value which suggests a tiered methodology.

**Table 4-3 Leon County, Florida Stormwater Utility Update  
Potential Tiered Single Family Rate Structure**

Category	Minimum Impervious Area (sq ft)	Maximum Impervious Area (sq ft)	No. of Parcels	Total Impervious Area (sq ft)
Small	0	1,629	2,426	2,861,836
Medium	1,629	7,096	19,412	60,546,853
Potential Special Adjustment - Medium	1,629	7,096	2,865	9,274,280
Large	7,097	9,999	1,547	22,686,379
Very Large	10,000	53,930	880	11,707,829
Total			27,130	107,177,177

To use a tiered structure, the impervious area of every single family unit would be needed. A possible structure is shown below based on the median, Small (10<sup>th</sup> percentile) and Large (90<sup>th</sup> percentile) values of the measured properties. The Very Large Single Family parcels are those with impervious areas equal to or

greater than 10,000 square feet. The SFUs for the each tier is the midpoint impervious area in the range divided by the median value (3,246 square feet), and the SFUs for the large tier is recommended to be based on impervious area divided by the median value, in the same manner as is non-residential parcels. Also, because many of the public tend to believe that very large home need to pay more, homes greater than 10,000 square feet can be billed as a commercial property is (i.e., based on impervious area). Table 4-3 shows a potential tiered structure using the 10<sup>th</sup> and 90<sup>th</sup> percentile values. It should be noted that the Disabled Veterans or Low Income Senior SF that may receive a special adjustment (see below) were assumed to be within the Medium Category.

If a tiered structure with Small, Medium and Large SF parcels is used, there would a 5.5 percent increase in revenue as the large single family parcels generally generate revenue to compensate for the small ones. If the very large single family tier is considered, additional SFUs are generated (an 8.5 percent increase in revenue).

Table 4-1 summarizes the information for SF (single-family) parcels with either a disabled veterans or senior low income credits. The rate model simulated the revenue consequences if such parcels had reduced fees. While the rate model can be modified for various percentages, for the rate structure analysis, a reduction of 50 percent (that is, the parcels are assigned 50 percent of the other SF fees) was used. Since parcels cannot be exempted from a non-ad valorem assessment other than provided in state law, these fees can only be offset by a credit from the County through another revenue source such as the General Revenue. The overall rate would stay the same for all other parcels and the credited SF parcels would be funded by a subsidy based on 1,432 SFUs times the chosen rate.

**Non-Single Family Residential Fees Based on Impervious Areas.** As an alternative to the non-SF residential parcels which in this report refers to Multifamily, Mobile Homes and Miscellaneous Residential to be based on dwelling unit (the most administratively simple alternative), the non-SF residential parcels may be addressed in the same manner as the nonresidential; that is, tiered based on total impervious area. According to the parcel dataset summarized in Table 4-1, there are estimated to be 7,948 non-SF dwelling units in the unincorporated County (22% of the total residential dwelling units) excluding Single Family with more than 1 dwelling unit. Using the average impervious areas for each non-SF type, the ratio to that for Single Family is as follows:



## EXHIBIT A



## Section 4 • Rate Structure Analysis

**Table 4-4 Leon County, Florida Stormwater Utility Update  
Potential Tiered Residential Rates**

Average Residential Type	Percent of Impervious	SFU's Single Family	Per DU
Single Family	3,272	100%	1.0*
Single Family w/>1 DU	2,610	80%	1.0*
Multifamily	2,141	65%	0.7
Mobile Homes	2,061	63%	0.6
Misc. Residential	2,494	76%	0.8

\*Note: this can be 1 SFU per unit or tiered.

For this option, Single Family would be assigned 1 SFU or based on a tiered structure and other non-SF parcels would be assigned less than one SFU per DU. For example, a multifamily parcel with 10 dwelling units would be assigned 10 times 0.7 or 7 SFU's.

According to the FSA 2011 Survey, 70 percent of the counties and 58 percent of all SWU in Florida have a rate structure with multifamily customers assigned the same number of billing units as the single family customers (i.e., 1 SFU per dwelling unit).

#### 4.4.3 Nonresidential Rates

Nonresidential customer rates for adopted stormwater utilities in the United States are almost always related to the impervious area of the property. For most utilities, the actual impervious area is measured or inferred for each nonresidential parcel, and the ERU assignment is the parcel's impervious area divided by the residential equivalent. An alternative to this is to assign nonresidential property types a percent imperviousness based on literature values or a statistically measured sample of imperviousness. However, in the case of the County, all of the non-residential parcels have impervious area measured and these data are already part of the assessment database; therefore, other less accurate rate structures (e.g., percent imperviousness assigned) are not supported.

The FSA 2011 Survey shows that 83 percent of the respondents use an impervious area for fee setting, 7 percent use pervious and impervious area, and 10 percent use other methods (such as intensity of development). For counties, 60 percent use impervious area, 20 percent use the gross area, and 20 percent use either intensity of development or other methods

#### 4.4.4 Adjustments and Credits

Exemptions and credits are related to a reduction in the fee for a customer due to a reduction of the services provided to the customer. For an exemption, all or some of the fee is eliminated because of special circumstances, such as a reduction in imperviousness due to a portion of the property not draining to the County's stormwater system. A credit on the other hand is related to the reduction in fees due to special action taken by the fee payer to reduce the need for stormwater services such as the design, construction and maintenance of a stormwater pond that reduces both stormwater flows and pollutants associated with runoff. In both cases, however, the amount of the reduction can depend on the services being provided the customer.

As noted in Section 2, the three basic services of any stormwater program are Engineering & Permitting which includes NPDES compliance, operation and maintenance (O&M), and capital improvements (CIP). For a total LOS C recommended program costing \$5,150,000 annually (see Table 4-2), the portions of each component are as follows:

## EXHIBIT A



## Section 4 • Rate Structure Analysis

Program Component	Cost	Percent
Engineering & Permitting	\$1,350,000	26.2%
Operation & Maintenance	\$1,800,000	35.0%
Capital Improvement Program	\$2,000,000	38.8%

The Engineering & Permitting costs for any particular customer would be the same regardless of the presence of private BMPs on the property because these costs relate to general services received by all; thus for an example, the maximum potential credit allowed could be about 73.8 percent (the sum of percentages for O&M and CIP). For this program, this value has been rounded up to 75 percent. If a customer has a stormwater facility that reduces the runoff and treats stormwater pollutants, the O&M and CIP services provided by the County would be reduced. For this reason, the amount of the reduction for credits should be related to the reduced services provided to the property based on 75 percent for the stormwater utility fee.

#### Adjustment Based on Control of Stormwater Volume

One of the adjustments that can be considered is related to the reduction of stormwater runoff to the County's stormwater system. For many stormwater utilities, the only circumstance in which a reduction is meaningful to the overall stormwater system is for the 100-year storm event, a major stormwater quantity level of service measure. The control of stormwater for the 100-year storm event can be accomplished for two characteristics of the event: rate and volume. Rate control allows the total amount of runoff to be discharged to the stormwater system over a prolonged period of time, but does not decrease the volume of runoff. Volume control reduces the total amount of runoff ultimately discharged to the stormwater system.

For the utilities with an adjustment for volume controls, many are related to the 100-year storm event. Control of the volume for a 100-year storm event would be a significant and measurable reduction in the O&M and CIP services provided to a property. As a result, an adjustment based on the control of the 100-year storm volume can be assigned an adjustment for the O&M and CIP portion of the fee, which represents 75 percent for the utility.

It should be noted that these adjustments are related to specific characteristics of the customer's property. An adjustment for the control of the 100-year storm event and the discharge of property runoff to non-municipal stormwater systems requires site specific information. If adjustments for these conditions are allowed by the County, then the customer must petition the County by providing parcel specific, competent and substantial evidence such as photographs or engineering drawings.

#### Adjustments for Stormwater Facilities Without Volume Controls

These adjustments are for customers who, except for mitigating circumstances, would have to pay the whole fee. Mitigating circumstances include onsite stormwater facilities that attenuate and treat stormwater runoff. For example, compare three properties: one built with no detention ponds, one built with a detention pond that is not maintained, and the last with a maintained pond. In the first case, stormwater runs off the land uncontrolled and untreated to the County's stormwater system. In the second, while the runoff was originally controlled, due to lack of maintenance, runoff is no longer controlled and is no better than the first case. In the last example, runoff is controlled and treated, thereby reducing the burden on the County's system. Of these three cases, the third clearly has reduced the services that the County needs to provide and deserves a reduction in fee (credit).



## EXHIBIT A



## Section 4 • Rate Structure Analysis

There are a number of methods used to adjust the fees for credits. The most common methods include a percentage reduction and relative reduction. In the percentage reduction, if the customer designs, builds and maintains an on-site stormwater facility, then a straight percentage reduction on the fee based on the O&M and CIP budget components of the revenue needs. For the second, the reduction is relative to an ideal stormwater facility. For example, assuming that to treat stormwater runoff, a property needs 0.1 acre-feet (ac-ft) of storage for every acre of impervious land. The ideal with this assumption for a 10-acre site with 50 percent imperviousness would be 0.5 ac-ft of storage. If this parcel constructs a pond with 0.5 ac-ft, then the site gets the maximum credit. If the actual pond is smaller, then the credit is relative to the ratio of the actual size and the ideal. Clearly, the first method is easier to administer but the second is more site-specific.

Either of the credit methods can be administered by County staff. However, to keep the program simple initially, the percentage reduction should be allowed if credits are authorized. Also, it is important that facilities are maintained annually to retain the credit. Therefore, the credit should require annual certification of maintenance via competent and substantial evidence and should be checked periodically by County staff through random and unannounced site inspection. Furthermore, since the County wishes to encourage the construction and maintenance of private stormwater ponds according to County standards, the 75 percent credit for detention ponds should be allowed only if the pond meets current County code.

A second type of adjustment for stormwater treatment would be for an incentive to reduce stormwater runoff and treat stormwater on site. For example, if a property owner uses Low Intensity Development (LID) techniques (e.g., Directly Connected Impervious Area or DCIA reduction, vegetative buffers, rain gardens, cisterns, etc.) both the runoff volume and the runoff pollutants are reduced, decreasing the effort required by the County to deal with the volume and pollutants. Since on-site stormwater facilities and LID techniques reduce the capital needs of the County, the adjustment should be no more than 33 percent of the separate utility fee. The County is in the process of developing specific LID protocols and methods; it is recommended that this credit should be re-evaluated as part of the rate structure after a standard protocol has been approved.

## 4.5 Consequences of Rate Structure Options

Using the rate model, the number of billing units (a.k.a., SFU) changes depending on the rate structure options chosen. **Table 4-5** provides the revenue consequences for each of the general rate structure options in comparison to the existing rate structure (i.e., single family-defined billing unit, 1 billing unit defined for each dwelling unit for all residential parcels, and 1 SFU defined for each 3,272 square feet of impervious area on nonresidential parcels). Each of the options is compared to the SFUs for the existing rate structure.

## EXHIBIT A



## Section 4 • Rate Structure Analysis

**Table 4-5 Leon County, Florida Stormwater Utility Update  
Summary of Consequences for Rate Structure Options**

Option	Total SFU	% Change in SFU from Current
Current Rate Structure	49,081	
ERU Based Fee	48,420	1.4%
Tiered Single Family	51,772	-5.2%
Tiered Single Family w/Large SF Extra	53,223	-7.8%
Variable Non-Single Family	45,663	7.5%
Credit for Pond at 75%	47,348	3.7%
Vacant Parcel is Excluded	47,457	3.4%
Disabled Vets & Low Income Senior	48,365	-2.9%

Most alternative rate structure options increase the fee required to fund the existing program from 1 to 7 percent. The Tiered Single Family alternative slightly decreases the rate and the Tiered Single Family with Extra Large Single Family treated like nonresidential parcels would decrease the fee by almost 7 percent. Also, for the Disabled Veterans and Low Income

Senior parcels, a 50 percent reduction in fee would slightly decrease the number of SFUs.

## 4.6 Urban Services Area Options

During the consideration of the level of service (LOS) for stormwater services, the LOS for properties within the USA and that for properties outside of the USA was considered. Based on discussions with the County staff, it was concluded that the LOS inside and outside the USA were the same for Engineering & Permitting and CIP activities. However, the LOS for O&M services may be less for properties outside of the USA. As noted in Table 4-2, the total existing O&M program costs \$1,800,000. According to County staff, 67 percent of the stormwater facilities are in the USA; assuming the O&M is consistent with the percent of facilities then the O&M costs in the USA are \$1,206,000 and outside the USA the costs are \$594,000. **Table 4-6** below results from using the parcel data from Section 3 (the distribution of SFUs is based on the ratio of total revenues from Tables 3-1 and 3-2).

In this example, while the revenue requirements for the non-USA areas are smaller than for the USA, there are fewer SFU in the non-USA area. This results in a slightly larger fee in the USA area.

**Table 4-6 Leon County, Florida Stormwater Utility Update  
O&M Rate for USA and Non-USA Areas**

Area	Total SFU	Total Revenue Need	Resultant O&M Fee (\$/year/SFU)
USA Parcels	32,303	\$1,206,000	\$39.30
Non-USA Parcels.	16,778	\$594,000	\$37.27

## EXHIBIT A



### Section 5

## Rate Alternatives

As noted in the level of service (LOS) analysis, the County is subsidizing the stormwater management program each year using general fund revenues. According to County records, the actual subsidy for FY11 was approximately \$1.891 million; the subsidy budget for FY12 was \$2.619 million; projected subsidy budget for FY13 was \$2.985 million. These represent a 38 percent and 14 percent increase over these years.

The purpose of this Section is to show the fiscal and rate consequences to fund the stormwater program (or at least, components of it) over the next 10 years. As noted previously, the County is interested in considering the rate needed to fund the Engineering & Permitting, O&M and CIP programs at levels of \$1.35 million, \$1.8 million and \$2.0 million, respectively, totaling \$5.15 million. One option to fund this program is to authorize a sufficient rate in the first year. Another option is to amortize the rate over a period of 5 years. In either case, the subsidy would be eliminated.

### Rate Model

For the purposes of this analysis, the following rate structure options have been included in the model to consider the rates needed to fund the program defined above:

- Single Family Unit equivalent (SFU);
- Tiered Non-Single Family Residential;
- "Vacant" parcels with impervious area included;
- Disabled Veterans and Low Income Senior Adjustment of 50 percent; and,
- Credits for Stormwater Facilities (75 percent reduction).

For this rate structure, the estimated number of SFU's is 42,686.

### Rate Scenario Results

Based on the number of SFU's, to generate \$5.15 million, the fee would be estimated to be \$140 per SFU per year assuming a 95 collection. If the reduction in fee is offered for Disabled Veterans and Low Income Senior exemptions, the General Fund subsidy required would be \$200,480 (1,432 SFUs times \$140).

To fund the \$5.15 million in 5 years accounting for a 95 percent collection, the fee would start out at \$44 per year per SFU, and increase by \$24 per year per SFU for each of the next 4 years. After 5 years, the ultimate rate would be about \$140 per year per SFU. The rates vary with time since the rate model includes an increase of 1 percent per year in the number of SFU's and a 2 percent increase per year in costs.

## EXHIBIT A



### Section 5 • Rate Alternatives

A summary of the rate options is provided in Table 5-1 and Table 5-2.

**Table 5-1 Leon County, Florida Stormwater Utility Update Study  
Rate Alternatives to Fund \$3.15 Million Annually**

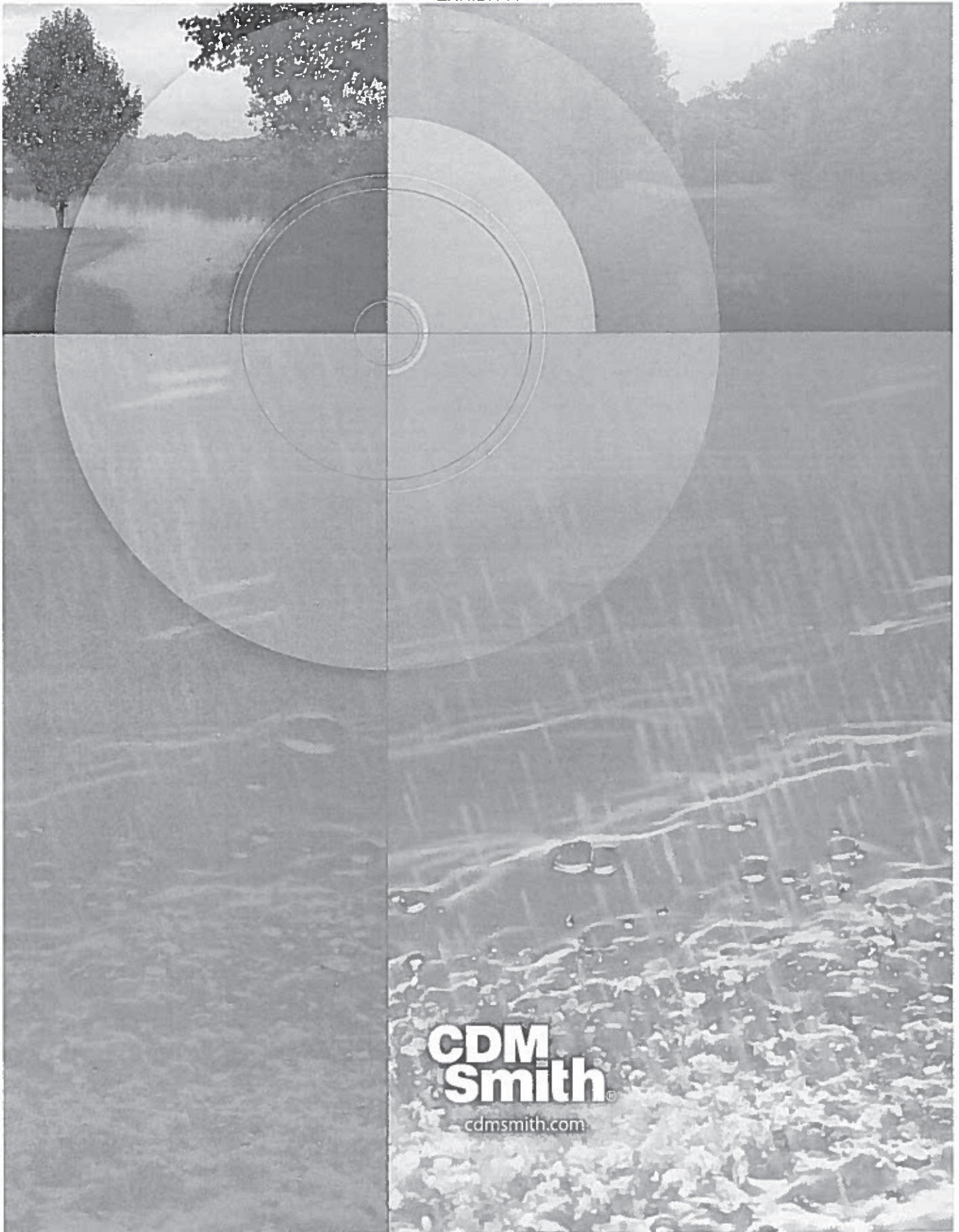
Year	Revenue	Rate
FY13	\$1,336,310	\$33.33
FY14	\$1,881,363	\$46.00
FY15	\$2,437,183	\$59.00
FY16	\$3,003,931	\$72.00
FY17	\$3,581,770	\$85.00
FY18	\$3,617,588	\$85.00
FY19	\$3,653,764	\$85.00
FY20	\$3,690,302	\$85.00
FY21	\$3,727,205	\$85.00
FY22	\$3,764,477	\$85.00

**Table 5-2 Leon County, Florida Stormwater Utility Update Study  
Rate Alternatives to Fund \$5.15 Million Annually**

Year	Revenue	Rate
FY13	\$1,781,747	\$44.00
FY14	\$2,781,145	\$68.00
FY15	\$3,800,353	\$92.00
FY16	\$4,839,666	\$116.00
FY17	\$5,899,386	\$140.00
FY18	\$5,958,380	\$140.00
FY19	\$6,017,964	\$140.00
FY20	\$6,078,144	\$140.00
FY21	\$6,138,925	\$140.00
FY22	\$6,200,314	\$140.00



EXHIBIT A



**EXHIBIT B**  
**RATE SCHEDULE**

Property Use Category	Unit of Measurement Applied	Assessment Rate
Residential	Single Family Unit	\$85
Residential	Single Family-Multi Dwellings/Other	\$68
Residential	Multi Family Structures	\$60
Residential	Mobile Homes	\$51
Non-Residential	Total Square Feet of Impervious Area Divided by 3,272 Sq. Ft. (Single Family Unit Equivalent)	\$85
<p>A Single Family Unit Equivalent, or SFU is defined as the average or median impervious area for single family detached residences within Leon County. From the most recent statistical data obtained, this method results in a median value of 3,272 square feet for Leon County. Therefore, one SFU equals 3,272 Sq. Ft.</p>		

## **EXHIBIT 2**

### **STORMWATER MANAGEMENT SERVICES AND FACILITIES NON-AD VALOREM ASSESSMENT ROLL**

Due to the voluminous nature thereof, the assessment roll is not attached to this Resolution in this Agenda Item but is available for public inspection at <https://leoncountyfl.gov/specialassessment>. Anyone needing assistance viewing the assessment roll may contact the office of the County Administrator at (850) 606-5300. The assessment roll will be attached hereto upon adoption.



## CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of Leon Cty. Bd. of County Commissioners, located in Leon County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 15th day of September, 2020 year.

\_\_\_\_\_  
Chairman of the Board or authorized agent  
of Leon County Board of County Commissioners  
Name of local government  
Leon County, Florida



GCI0476501-02/182813

**TALLAHASSEE DEMOCRAT**  
**Tallahassee.com**  
A GANNETT COMPANY

Attn: PATTI POPPELL  
BOARD OF COUNTY COMMISSIONERS  
301 S MONROE ST STE 202  
TALLAHASSEE FL 32301

STATE OF FLORIDA COUNTY OF LEON

Before the undersigned authority personally appeared neh who on oath says that he or she is a Legal Advertising Representative of the Tallahassee Democrat, a daily newspaper published at Tallahassee in Leon County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of

**PUBLIC NOTICE**

In the Second Judicial Circuit Court was published in said newspaper in the issues of:

**8/21/2020**

Affiant further says that the said Tallahassee Democrat is a newspaper published at Tallahassee, in the said Leon County, Florida, and that the said newspaper has heretofore been continuously published in said Leon County, Florida each day and has been entered as periodicals matter at the post office in Tallahassee, in said Leon County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has never paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 21st day of August, 2020 by neh who is personally known to me.

Tanya Heyman  
Affiant

Vicky Felty  
Notary Public, State of Wisconsin, County of Brown

9-19-21  
My commission expires



## NOTICE OF PUBLIC HEARING

Notice is hereby given, pursuant to Section 197.3632(4)(b), Florida Statutes, that the Board of County Commissioners of Leon County, Florida (the "Board"), will conduct a public hearing on Tuesday, September 15, 2020, at 6:00 p.m., or as soon thereafter as such matter may be heard, by utilizing communications media technology in accordance with the Florida Governor's Executive Order 20-69, as amended/extended by Executive Orders 20-112, 20-123, 20-139, 20-150, 20-179, and 20-193, to consider the adoption of a stormwater management services and facilities non-ad valorem assessment roll for the subject parcels of improved real property located within the unincorporated area of Leon County, Florida.

The purpose of the assessment is to equitably recover costs incurred for providing and funding County stormwater management services and facilities, including but not limited to, flood prevention and response; construction of stormwater treatment facilities; stormwater pond maintenance; and water quality monitoring, to benefit improved parcels of property located within the unincorporated area of Leon County (geographic depiction of the property subject to the assessment is set forth below). The assessment shall be collected annually by the Leon County Tax Collector.

The Zoom teleconference platform shall be the communications media technology used at the public hearing. You may access the Zoom teleconference platform audio feature by dialing (929) 205-6099 or (301) 715-8592, and by entering Webinar ID No. 940 4581 3270. For more information regarding the Zoom teleconferencing platform and to download the application, please visit <https://www.zoom.us/>. (NOTE: Zoom also works from a web browser.) For updates and assistance, please contact Leon County's Office of Management and Budget at (850) 606-5100. Please note that Board of County Commissioners Policy 01-05, Article IX., Section E., entitled "Addressing the Commission", and Article IX., Section F., entitled "Decorum", shall remain in full force and effect.

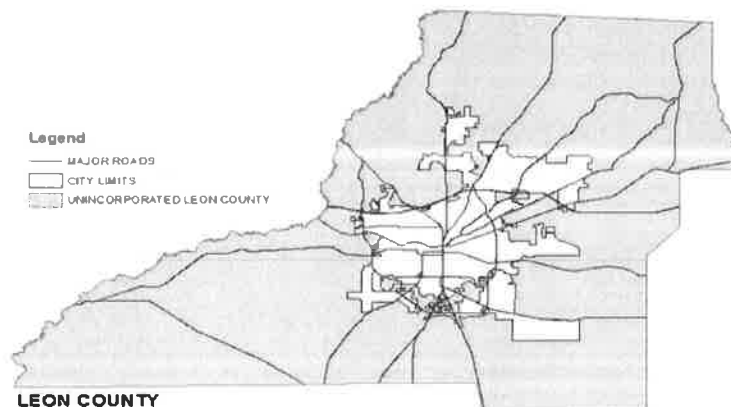
The public hearing will also be broadcast in real time on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, and the County's Facebook page (<https://www.facebook.com/LeonCountyFL/>) and YouTube channel (<https://www.youtube.com/user/LeonCountyFL>).

Written objections may be mailed to the Board within 20 days of publication of this Notice at: Leon County Board of County Commissioners, Leon County Courthouse, 301 South Monroe Street, 5th Floor Chambers, Tallahassee, Florida 32301. Written objections will also be accepted within 20 days of publication of this Notice via electronic submission at [Leoncountyfl.gov/PublicComments](https://leoncountyfl.gov/PublicComments). Anyone needing assistance with submitting written objections may contact County Administration via phone at (850) 606-5300 or via email at [LCG\\_PublicComments@leoncountyfl.gov](mailto:LCG_PublicComments@leoncountyfl.gov).

Anyone wishing to appeal the action of the Board with regard to this matter will need a record of the proceedings and should ensure that a verbatim record is made. Such record should include the testimony and evidence upon which the appeal is based, pursuant to Section 286.0105, Florida Statutes.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a special accommodation to participate in this public hearing 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 date of the public hearing. Telephone: (850) 606-5300 or (850) 606-5000; 1-800-955-8771 (TTY), or 1-800-955-8770 (Voice), or 711 via Florida Relay Service.

Publish: August 21, 2020



**Leon County**  
**Board of County Commissioners**  
**Notes for Agenda Item #33**

# Leon County Board of County Commissioners

## Agenda Item #33

September 15, 2020

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

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

**Title:** Second and Final Public Hearing on a Development Agreement Between Leon County, Golden Oak Land Group, LLC, and Cawthon Family Properties, LLC

<b>Review and Approval:</b>	Vincent S. Long, County Administrator Chasity H. O'Steen, County Attorney
<b>Department/ Division Review:</b>	Alan Rosenzweig, Deputy County Administrator Ken Morris, Assistant County Administrator Barry Wilcox, Director, Development Support and Environmental Management Ben Pingree, Director, Planning, Land Management, and Community Enhancement (PLACE)
<b>Lead Staff/ Project Team:</b>	Ryan Culpepper, Director, Development Services Autumn Calder, Director, Blueprint Intergovernmental Agency Emily Pepin, Assistant County Attorney

### **Statement of Issue:**

This item requests the Board conduct the second and final required Public Hearing and approve a Development Agreement pursuant to Ch. 163, Florida Statutes, and Article II, Section 5 of the Land Development Code, to provide for the donation of right-of-way for the Bannerman Road widening and the establishment of a regional stormwater facility associated with the future development of a 180-acre property located near the intersection of Bannerman and Bull Headley Roads.

### **Fiscal Impact:**

This item has no fiscal impact to Leon County Government. Should the Board approve the Development Agreement which includes the donation of property for the widening of Bannerman Road and the establishment of a regional stormwater facility, local taxpayer funds (Blueprint 2020) will be saved on the right-of-way acquisition costs for future public infrastructure projects.

### **Staff Recommendation:**

Option # 1: Conduct the second and final Public Hearing and approve the Development Agreement between Leon County, Golden Oak Land Group, LLC, and Cawthon Family Properties, LLC (Attachment #1).

## **Report and Discussion**

### **Background:**

At the June 16, 2020 meeting, the Board directed staff to negotiate a Development Agreement (DA) between Leon County, Golden Oak Land Group, LLC, and Cawthon Family Properties, LLC. The Board conducted the first Public Hearing on July 14, 2020 and scheduled the second and final Public Hearing for September 15, 2020. This item requests the Board conduct the second and final required Public Hearing and approve a Development Agreement pursuant to Ch. 163, Florida Statutes, and Article II, Section 5 of the Land Development Code, to provide for the donation of right-of-way for the Bannerman Road widening and the establishment of a regional stormwater facility.

On June 2, 2020, Development Support and Environmental Management (DSEM) received an application from Gary K. Hunter, Jr., of Hopping, Green & Sams, representing Golden Oak Land Group, LLC, and Cawthon Family Properties, LLC (collectively the “Applicant”), to enter into a DA with the County for the development of 180 acres of land located on the south side of Bannerman Road and east of Bull Headley Road. A location map has been provided for reference as Attachment #2.

The property is currently owned by Cawthon Family Properties, LLC, who is under contract with Golden Oak Land Group, LLC, for the sale of the subject property. The northwest 30 acres of the property is zoned Lake Protection Node (LPN) and authorizes multi-family residential up to 8 units per acre and commercial and community service uses at an intensity of 10,000 square feet per acre. Additionally, one building per node may have a maximum footprint not to exceed 50,000 square feet. The remaining 150 acres of the property is zoned Lake Protection (LP) which allows single-family residential development at one dwelling unit per two gross acres or clustered on 40 percent of the property at two dwelling units per gross acre, consistent with environmental and infrastructure constraints.

The process by which the County may enter into a DA is governed by Ch. 163, Florida Statutes, and Article II, Division 5, of the Land Development Code (LDC). Upon the determination that the application was sufficient and all required application review fees had been paid by the Applicant, notice of the application was mailed to all property owners and registered businesses and homeowner associations within 800 feet of the subject property within seven calendar days as required by the Leon County Land Development Code.

This item requests the Board conduct the second and final required Public Hearing on the proposed DA pursuant to Ch. 163, Florida Statutes, and Article II, Section 5 of the LDC, which provides for the donation of right-of-way for the Bannerman Road widening and the establishment of a regional stormwater facility. The proposed DA does not seek Board approval of any development at this stage. Site plan approval will occur at a later stage in the development process and a separate public notice will be provided once a site and development plan has been filed with Leon County.

**Analysis:**

A development agreement is a tool for developers and a local government to negotiate the provision of needed infrastructure for a future development, while providing for concurrency credits to a developer for those contributions. Additionally, a development agreement operatively vests the development of property in the code provisions existing at the time of execution. A development agreement does not require a site plan.

It is anticipated that the development of this property will require improvements to Bannerman Road to accommodate the trips generated from the subject property. Therefore, the Applicant, in coordination with the Blueprint Intergovernmental Agency and their consultant, has agreed to dedicate up to 45 feet of right-of-way needed for the future expansion of Bannerman Road as it abuts the LPN-zoned portion of the subject property and up to 55 feet of right-of-way along the LP-zoned portion of the property. Preliminary analyses find that the dedicated right-of-way combined with the existing right-of-way along Bannerman Road will allow for construction of a 4-lane roadway with a planted median. The proposed right-of-way dedication will also allow for a 12-foot multi-use trail on one side of the road and a 6-foot sidewalk on the opposite side of the road, both with planted buffers between the back of curb and the sidewalk and trail. The Applicant has also agreed to dedicate the needed temporary construction easements for construction of the roadway improvements.

Additionally, the Applicant proposes to construct a regional stormwater facility on the LP-zoned portion of the property with all necessary conveyance systems in exchange for the rights and future concurrency credit as guaranteed by the DA. The size and details of such donations have been a subject of the authorized negotiations. These negotiations have resulted in a proposed regional stormwater facility to be designed, permitted and constructed by the Applicant. The stormwater facility will have a total planned capacity to accommodate the attenuation and treatment of the Cawthon Property's post-development condition, as well as to provide attenuation and treatment for the expanded portion of Bannerman Road that abuts the Cawthon Property. Upon completion, the regional stormwater facility will be conveyed to and maintained by the County or an alternative public entity. The Applicant is not requesting any rezoning or Comprehensive Plan amendment as part of this DA.

The County has worked with the Applicant to negotiate the details of the infrastructure improvements set forth in the proposed DA for the right-of-way donation adjacent to Bannerman Road, along with the construction of a regional stormwater facility and associated stormwater conveyance structures on the subject property. A summary of the proposed DA is outlined below:

- The Applicant will donate approximately 45 feet in right-of-way width along the LPN zoned portion of the property adjacent to Bannerman Road and not more than 55 feet in right-of-way width for the portion of the property zoned LP adjacent to Bannerman Road.
- The Applicant will grant a 10-foot-wide temporary construction easement to the County to facilitate the construction activities associated with the improvements to Bannerman Road.
- The Applicant will design, permit and construct a regional stormwater facility that will provide attenuation and treatment of the improvements to Bannerman Road as well as the

future development of the property. The facility will ultimately be conveyed to local government for maintenance upon issuance of the 200<sup>th</sup> building permit on the LP portion of the property.

- The County will provide the Applicant with concurrency credit for the market value of the following:
  - donated right-of-way;
  - pro-rata share of permitting, design and construction of the regional stormwater facility and associated conveyance structures to serve the planned public infrastructure; and
  - costs (concurrency credits) associated with upsizing the conveyance structures to accommodate the Bannerman Road improvements.
- The DA includes language requiring the regional stormwater facility to be tested after construction to confirm design recovery requirements have been met. No impervious area associated with the Bannerman Road improvements or impervious area on the Cawthon property will be constructed until the testing results have been reviewed and approved by the Environmental Services Division.

A copy of the proposed DA is included as Attachment #1. Exhibits A, B, C, D and E of the DA (Attachments #3, 4, 5, 6 and 7, respectively) are also attached.

Pursuant to Florida Statute and the LDC, the proposed DA requires a minimum of two Public Hearings to be held by the Board of County Commissioners prior to approval. The first Public Hearing was conducted on July 14, 2020 at which time the Board scheduled the second and final Public Hearing for September 15, 2020. This item requests that the Board conduct the second and final required Public Hearing and approve the DA as currently drafted.

#### Public Notification:

Prior to entering into a development agreement, the County is required to provide both published and mailed notice in advance of the Board's consideration of such development agreement at a Public Hearing. Such notice shall specify the location of the property subject to the agreement, any proposed uses, densities and intensities, etc. A copy of the published notice is included as Attachment #8. Notices were also mailed to property owners, business owners and homeowners' associations located within 800 feet of the subject property prior to the first Public Hearing.

**Options:**

1. Conduct the second and final Public Hearing and approve the Development Agreement between Leon County, Golden Oak Land Group, LLC, and Cawthon Family Properties, LLC (Attachment #1).
2. Conduct the second and final Public Hearing and do not approve the Development Agreement between Leon County, Golden Oak Land Group, LLC, and Cawthon Family Properties, LLC.
3. Board direction.

**Recommendation:**

Option #1

**Attachments:**

1. Proposed Development Agreement
2. Location Map
3. Exhibit A to the Development Agreement
4. Exhibit B to the Development Agreement
5. Exhibit C to the Development Agreement
6. Exhibit D to the Development Agreement
7. Exhibit E to the Development Agreement
8. Notice of Public Hearing



**DEVELOPMENT AGREEMENT FOR CAWTHON PROPERTY**

This Development Agreement for Cawthon Property (“Development Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between **Golden Oak Land Group, LLC**, a Florida limited liability corporation, whose mailing address is 4708 Capital Circle NW, Tallahassee, Florida 32303 (the “Developer”); **Cawthon Family Properties, LLC**, a Florida limited liability corporation, whose mailing address is 2504 Harriman Circle, Tallahassee, Florida 32308 (the “Seller”); and **Leon County, Florida**, a political subdivision of the State of Florida, whose mailing address is 301 South Monroe Street, Tallahassee, Florida 32301 (the “County”) (collectively, the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Developer is the contract purchaser of approximately 180 acres located on the south side of Bannerman Road and east of Bull Headley Road in unincorporated Leon County, Florida, which is specifically described in the attached Exhibit “A” (the “Property”); and

**WHEREAS**, the Seller is the fee simple owner and has agreed to sell the Property to the Developer pursuant to the terms and conditions provided in that certain Commercial Contract for Sale and Purchase dated October 3, 2017, as amended (the “Purchase Agreement”); and

**WHEREAS**, the Purchase Agreement requires the Seller to execute any documents necessary for developmental permitting of the Property; and

**WHEREAS**, the development of the Property is governed by the *Tallahassee-Leon County 2030 Comprehensive Plan* (“Comprehensive Plan”) and the Leon County Land Development Code (“Code”) existing as of the Effective Date of this Development Agreement; and

**WHEREAS**, a 30-acre portion of the northwest corner of the Property is zoned Lake Protection Node, which allows development of multi-family residential up to 8 units per acre and commercial development up to 10000 square feet per acre (the “LPN Parcel”); and

**WHEREAS**, the anticipated development program to be pursued by the Developer on the LPN Parcel will be an amount not to exceed 244 multi-family residential units and an amount not to exceed 105,000 square feet of non-residential development which amount is an allowable density and intensity of the LPN Parcel as recognized in Permitted Use Verification Certificate Number VC1900056, as amended and attached hereto at Exhibit “B”; and

**WHEREAS**, the Developer of the LPN Parcel desires to complete a development program that includes a mixture of uses that may be integrated horizontally or vertically. Each component of the mixed-use development program shall be afforded a gross density and intensity calculated over and across the entire LPN Parcel; and

**WHEREAS**, the remaining 150 acres of the Property are zoned Lake Protection, which allows single-family clustered residential subdivisions up to 2 dwelling units per acre (the “LP Parcel”); and

**WHEREAS**, the Developer obtained Leon County Permitted Use Verification Certificate Number VC1900185 dated October 31, 2019, which is attached hereto as Exhibit “C”, for its request to develop a maximum of 300 single-family detached clustered residential lots on the LP Parcel; and

**WHEREAS**, the Developer is in the process of obtaining comprehensive authorizations and permits from the County and other state and federal agencies to approve and authorize development of a single-family clustered residential subdivision on the LP Parcel, as well as multi-

family and commercial development on the LPN Parcel (collectively, “Development Authorizations”); and

**WHEREAS**, the County has determined that construction of a Regional Stormwater Facility on the Property will provide significant benefits to the public health, safety, and welfare of the citizens of the County; and

**WHEREAS**, the Leon County-City of Tallahassee Blueprint Intergovernmental Agency (“Blueprint”) allocated funding from the 2020 sales tax extension program to fund the expansion of a portion of Bannerman Road from Thomasville Road to Tekesta Road; and

**WHEREAS**, Blueprint has also allocated funding for a feasibility study to understand the cost implications and practicality of expanding a portion of Bannerman Road from Tekesta Road to Meridian Road; and

**WHEREAS**, further public benefit will be derived from the Developer’s future dedication of right-of-way for the Bannerman Road expansion where Bannerman Road is contiguous to the Property as provided herein; and

**WHEREAS**, further public benefit will be derived from the development and construction of the Regional Stormwater Facility to provide for stormwater treatment and storage capacity to accommodate the future expansion of Bannerman Road as provided herein; and

**WHEREAS**, the Parties recognize the benefits of public-private cooperation and are desirous of finalizing an agreement which secures a plan for the permitting and development of the Property, including the permitting and construction of the Regional Stormwater Facility, as provided for below.

**NOW, THEREFORE,** in consideration of the mutual terms, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1.     **Recitals.**       The recitals set forth above are true and correct and are incorporated herein by reference.

2.     **Purpose.**        The purpose of this Development Agreement is to set forth the rights and obligations of the Parties regarding the future development of the Property.

3.     **Authority for Development Agreement.** This Development Agreement is being entered into pursuant to authority provided in Sections 163.3220-163.3243, *Florida Statutes*, otherwise known as the *Florida Local Government Development Agreement Act* (“FLGDA Act”), and Section 2-2 of the Code. Accordingly, as provided by the FLGDA Act, the development of the Property shall not be subject to any County laws or policies governing development of the Property, including but not limited to Code regulations, policies, and/or impact fees, adopted after the Effective Date of this Development Agreement, except as provided for by Section 163.3233(2), *Florida Statutes*, or as otherwise agreed to by the Parties.

4.     **Term and Duration.** The term and duration of this Development Agreement shall be for a period of fifteen (15) years from the Effective Date of this Development Agreement. The term of this Development Agreement may be extended by mutual consent of the Parties, or their respective successors and/or assigns, subject to public hearings being held in accordance with the FLGDA Act.

5.     **Approved Land Uses.** The Property may be developed with those land uses, densities, and intensities approved by the County, as reflected in the Development Authorizations, and as may be amended by the Parties from time to time. It is anticipated that the LP Parcel will

be developed with a single-family clustered residential subdivision and that the LPN Parcel will be developed with multi-family and commercial development. Allowable density and intensity for the Property will be calculated based upon gross acreage, inclusive of the Regional Stormwater Facility and the right-of-way reserved for the future expansion of Bannerman Road along the Property line, as described in Paragraphs 6 and 7 below.

**6. Future Right-of-Way Dedication.** The Developer agrees to reserve for future dedication to the County or its designee the right-of-way required for the expansion of Bannerman Road along the Property line (approximately 3,000 linear feet). The final right-of-way alignment shall be agreeable to both the County and the Developer. The exact amount of land area for the dedication shall be calculated at the time of dedication, but in no event shall the width of right-of-way to be dedicated by the Developer exceed forty-five (45) feet except along the portion of the property that fronts Bannerman Road and is zoned LP in which event the maximum amount of dedicated ROW shall not exceed fifty-five (55) feet. The land area reserved for the dedication shall not be taken into consideration in calculating the minimum open space requirements for the Property. Additionally, the market value of the dedication shall be calculated at the time of dedication by a Member Appraisal Institute (MAI) appraiser for the uses described in Paragraph 9 below. A 45-foot width shall be reserved at the time of recording the first plat on the LPN zoned portion of the Property contiguous to Bannerman Road; however, dedication shall not be required until the Project Design and Engineering Report for the expansion is complete and an Environmental Management Permit (EMP) to construct the same is secured.

The Developer (including its successors or assigns) further agrees to grant the County or its designee a temporary construction easement of an additional ten (10) feet along the portion of the LPN Parcel contiguous to Bannerman Road for the exclusive purpose of facilitating the

construction activities associated with the widening of Bannerman Road, the language and details of which will be negotiated and agreed upon by the Parties at the time of the necessity of the temporary easement. The County agrees to use its best efforts to minimize damage to improved areas of the LPN Parcel subject to the temporary easement. The County further agrees that within sixty (60) days of completion of the Bannerman Road expansion in the area contiguous to the LPN parcel, the County (or its designee) agrees to use its best efforts to return the temporary easement area to the condition in which it existed prior to work within the easement area.

7. **Regional Stormwater Facility.** The Developer will be responsible for design, permitting and construction of the Regional Stormwater Facility on the Property and will bear all costs associated therewith. The proposed general location and design of the Regional Stormwater Facility is shown on attached Exhibit “D”. The Regional Stormwater Facility shall be designed and constructed with a total planned capacity to accommodate attenuation and treatment of the Property’s post-development condition, as well as to provide attenuation and treatment for the expanded portion of Bannerman Road that abuts the Property, which capacity shall not exceed 251,000 square feet of impervious area (the “Bannerman Road Capacity”).

Upon completion, the Regional Stormwater Facility will be maintained by the County, or by an alternative public entity, subject to a drainage and maintenance easement benefitting the County to convey the Bannerman Road Capacity as agreed upon by both the County and the Developer. The Parties agree that no sooner than issuance of the one-hundredth building permit nor later than thirty (30) days after issuance of the two-hundredth building permit for development of the LP Parcel, ownership of the Regional Stormwater Facility will be transferred to the County or an alternative public entity. The ownership and maintenance entity, whether the County or an alternative entity, will reserve the Bannerman Road Capacity and the capacity needed for

development of the Property, as described above; will accept and convey the Bannerman Road Capacity and stormwater from the Property into the Regional Stormwater Facility; and will provide attenuation and water quality treatment in conformance with all regulatory requirements in effect as of the date of this Development Agreement. The Regional Stormwater Facility qualifies as open space for purposes of the single-family clustered residential subdivision anticipated to be developed on the LP Parcel.

The Developer shall design, permit, and construct the Regional Stormwater Facility no later than two years from issuance of an EMP for same; however, in the event the Developer has not done so by this date then the County or its designee shall have the right to enter, design, permit and construct the Regional Stormwater Facility on the LP Parcel and all necessary conveyance structures to deliver the Bannerman Road Capacity, and Developer shall not be entitled to secure any development permits associated with the Property until the County or its designee is reimbursed all costs and expenses associated with the design, permitting and construction of the Regional Stormwater Facility. If the County or its designee is required to permit and construct the conveyance structures, the Developer will forego any credit associated with the permitting, design, and construction costs of the conveyance structures permitted and constructed by the County or its designee, as well as the cost of upsizing the conveyance structures, as detailed in Paragraph 9 below.

**8. Conveyance Structures.** The design, permitting, and construction of stormwater conveyance structures for the Property and for the Bannerman Road Capacity will be phased as follows: a.) the stormwater conveyance system from Connection Point 1 and Connection Point 2 shown on Exhibit E to the Regional Stormwater Facility will be designed and constructed as part of the single-family clustered residential subdivision anticipated to be developed on the LP Parcel;

and b.) the stormwater conveyance system from Connection Point 2 to Connection Point 3 shown on Exhibit E will be designed and constructed as part of either the multi-family residential development or the commercial development anticipated to be developed on the LPN Parcel, whichever occurs first. Easements associated with these conveyance structures will be recorded within thirty (30) days of permit issuance; however, the Developer and County agree to act in good faith and cooperate with one another in the modification of said easements if required in conjunction with the design and permitting of the LP/single-family residential portion of the Property. The Developer and its engineers will assume a maximum peak discharge rate of 55 cubic feet per second for Connection Point 1 and 25 cubic feet per second for Connection Point 3 shown on Exhibit E for the Bannerman Road Capacity to ensure that downstream conveyance structures are appropriately sized.

**9. Developer Credits.** The County shall provide the Developer with credit toward any impact fee or exaction, including but not limited to transportation concurrency, mobility fees, or any form of transportation impact fee imposed by local ordinance upon the Property in the amount of: 1.) the market value of the right-of-way dedicated for the expansion of Bannerman Road pursuant to Paragraph 6 above; 2.) the pro-rata share of permitting, design, and construction costs of the Regional Stormwater Facility and associated conveyance structures based upon the Bannerman Road Capacity; and 3.) the cost associated with upsizing the conveyance structures identified in Paragraph 8 above to accommodate the Bannerman Road Capacity.

This Development Agreement does not reserve concurrency for any of the development contemplated for the Property. All concurrency obligations will be determined and satisfied as part of the site plan application and approval process. At that time, the Developer in its discretion may apply any portion of the credit provided in accordance with this Paragraph to satisfy its



concurrency obligations. If the credit provided in accordance with this Paragraph does not satisfy the Developer's concurrency obligation, the Developer will be responsible for paying the remaining amount due. If the credit provided in accordance with this Paragraph exceeds the Developer's concurrency obligation (the "excess credit"), the Developer may elect to use the excess credit, in its sole discretion, on other projects located within Significant Benefit District 1 as defined in the Significant Benefit Memorandum of Agreement between the City of Tallahassee, the County, and the Florida Department of Transportation dated January 27, 2009 or may elect to notify the County in writing of the Developer's donation of all or a portion of the excess credit to the County which donation, if provided, the County agrees to acknowledge in writing such that Developer may utilize the same for allowable tax purposes. The options provided in this Paragraph for the expenditure of excess credits are Developer's sole option, and Developer hereby waives any other form of compensation for excess credit except as provided herein.

The intent of this Paragraph is that the Developer shall be entitled to the credits and contributions described herein to the extent not prohibited by the current Code. The County agrees that future changes to the Code notwithstanding, this Paragraph shall continue to be interpreted according to the Code as it exists on the Effective Date of this Development Agreement and shall remain in effect for the duration of this Development Agreement according to the terms of Paragraph 4 above.

**10. Development Process.** At the Developer's request, development of the Property may be phased and permitted under separate applications. Regardless of whether the Developer elects to pursue development in phases, the natural area required by the Code may be master planned for the entire Property as part of the first development application (excluding the Regional Stormwater Facility permit application). Necessary conservation easements associated with the

natural area shown on the master plan shall be recorded concurrent with the phase of development in which the natural area is located. Natural area boundaries may be altered at the time of permitting for the phase in which the natural area is located, subject to the Developer demonstrating compliance with total natural area acreage requirements, unless otherwise approved by the County Engineer.

Pursuant to the Code, the Developer will be required to obtain an approved Natural Features Inventory (NFI), an approved Environmental Impact Assessment (EIA), and an EMP for the Regional Stormwater Facility. The Developer anticipates that the EMP for the Regional Stormwater Facility will be submitted, processed, and issued as a stand-alone permit. Prior to obtaining an operating permit for the Regional Stormwater Facility, the Developer may submit and the County agrees to process additional EMP applications for development of the Property or any phase thereof. The County shall issue these EMPs subject to the Developer demonstrating compliance with the approved Regional Stormwater Facility design calculations.

In constructing the Regional Stormwater Facility, the Developer may utilize onsite soils where feasible. The Developer will include a mass grading plan with the EMP for the Regional Stormwater Facility showing the proposed onsite grading.

The Regional Stormwater Facility shall be tested after construction to confirm that the design recovery requirements have been met. No impervious areas within the Property shall be constructed until the testing results have been reviewed and approved by the Environmental Services Division.

**11. Consistency with Comprehensive Plan.** This Development Agreement and the development activities proposed herein are consistent with the Comprehensive Plan and the Code.

12. **Other Permits.** Failure of this Development Agreement to address a particular permit, condition, term, or restriction shall not relieve the Developer of the necessity of complying with the applicable law governing said permitting requirements, conditions, terms, or restrictions.

13. **Binding Effect.** The burdens of this Development Agreement shall be binding upon, and the benefits of this Development Agreement shall inure to the benefit of, all successors in interest to and assigns of the Parties to this Development Agreement.

14. **Applicable Law, Jurisdiction, Venue.** This Development Agreement, and the rights and obligations of the Parties hereunder, shall be governed by, construed under and enforced in accordance with the laws of the State of Florida. Additionally, in the event of any breach or default under this Development Agreement by a party, the non-defaulting or non-breaching party shall have the right to exercise any and all remedies at law or in equity, including specific performance, or which are otherwise provided in this Development Agreement against the defaulting or breaching party. No remedy available to any party shall exclude any other remedy available to such party under this Development Agreement or at law or in equity. All remedies shall be cumulative of other remedies. Venue for any litigation pertaining to this Development Agreement shall be exclusively in Leon County, Florida.

15. **Severability.** If any provision of this Development Agreement, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Development Agreement shall be valid and enforceable to the fullest extent provided by law.

16. **Attorney's Fees.** In the event that it becomes necessary for any party to this Development Agreement to enforce its rights under the terms of this Development Agreement,

then in that event, the prevailing party in such proceeding shall be entitled to recover reasonable attorney's fees and court costs, including all trial and appellate litigation.

**17. Captions or Paragraph Headings and Exhibits.** Captions and paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend, or limit the scope or intent of this Development Agreement, nor the intent or any provision thereof. All exhibits are made a part of this Development Agreement by incorporation as though they were restated herein.

**18. Joint Preparation.** Preparation of this Development Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against a party to this Development Agreement.

**19. Approval, Recording, Filing, and Effective Date.** Within fourteen (14) days of approval of this Development Agreement, the County shall record the Development Agreement in the public records of Leon County. The Development Agreement shall become effective upon recording.

**20. Termination.** If, for any reason, closing does not occur as contemplated in the Purchase Agreement between the Seller and the Developer, or if either party terminates the Purchase Agreement for any reason, the Developer or Seller may elect to terminate this Development Agreement. If the Developer or Seller elects to terminate, the terminating party will provide the Parties with written notice in accordance with Paragraph 24 below and the Development Agreement will become null and void upon receipt of the notice.

If, for any reason, closing under the Purchase Agreement does not occur on or before January 1, 2021, the County may elect to terminate this Development Agreement. If the County elects to terminate, the County will provide the Parties with written notice in accordance with

Paragraph 24 below and the Development Agreement will become null and void upon receipt of the notice.

**21. Amendment.** This Development Agreement may be amended if in writing by mutual consent of the Parties, and consistent with the procedural requirements of the FLGDA Act.

**22. Approvals and Duration of Permits.** The Developer acknowledges that this Development Agreement does not extend the duration of any permits or approvals, nor does it obligate the County to approve development that is not consistent with the Comprehensive Plan and the Code. This Development Agreement shall not limit or impede the County in the exercise of its governmental authority for purposes of review and final action on the Development Authorizations as defined herein.

**23. Further Assurances.** The Parties hereto agree to do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered all other further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent of this Development Agreement and give effect thereto. Without in any manner limiting their specific rights and obligations set forth in this Development Agreement, the Parties hereby declare their intention to cooperate with each other in effecting the terms of this Development Agreement, and to coordinate the performance of their respective obligations under the terms of this Development Agreement.

**24. Notices.** Any notice that is to be delivered hereunder shall be in writing and shall be deemed to be delivered (whether or not actually received) when (i) hand delivered to the official hereinafter designated; (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested; or (iii) upon receipt of such notice when deposited with Federal Express or other nationally recognized overnight or next day courier,

addressed to the parties as follows (facsimile transmission is not acceptable as a form of notice in this Agreement):

As to the County: Vincent S. Long  
County Administrator  
Leon County Courthouse  
301 South Monroe Street  
Tallahassee, FL 32301

With copy to: Chasity O'Steen  
County Attorney  
Leon County Courthouse  
301 South Monroe Street, Suite 202  
Tallahassee, FL 32301

As to Developer: Steve Ghazvini  
Golden Oak Land Group, LLC  
4708 Capital Circle NW  
Tallahassee, FL 32303

With copy to: Gary K. Hunter, Jr.  
Hopping Green & Sams, P.A.  
119 South Monroe St., Suite 300  
Tallahassee, FL 32301

As to Seller: Genevieve Rosenberg  
Cawthon Family Properties, LLC  
2504 Harriman Circle  
Tallahassee, FL 32308

With copy to: George H. Gwynn  
Williams, Gautier, Gwynn, DeLoach & Kiker, P.A.  
2010 Delta Blvd.  
Tallahassee, FL 32303

**25. Public Hearings.** The County Commission approved this Development Agreement on \_\_\_\_\_, after two public hearings before the County Commission, the first of which was on \_\_\_\_\_, and the second of which was on \_\_\_\_\_.

**26. Counterparts.** This Development Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together, shall constitute on and the same document. Approval of this Development Agreement shall expire unless, within thirty (30) days after approval, the Development Agreement is fully executed by all of the Parties.

DRAFT

**IN WITNESS WHEREOF**, the Parties hereto, through their duly authorized representative, have executed this Development Agreement as of the date set forth below.

**WITNESSES:**

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
WITNESS PRINT NAME

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
WITNESS PRINT NAME

**GOLDEN OAK LAND GROUP, LLC:**

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

\_\_\_\_\_  
PRINT NAME

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

**STATE OF FLORIDA  
COUNTY OF LEON**

The foregoing Development Agreement was acknowledged before me, **by means of ☐ physical presence or ☐ online notarization**, this \_\_\_\_ day of \_\_\_\_\_, \_\_ (year), by \_\_\_\_\_ of Golden Oak Land Group, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me [☐] or produced \_\_\_\_\_ as identification [☐].

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Name (Typed, printed, or stamped)  
(Seal)



**WITNESSES:**

**CAWTHON FAMILY  
PROPERTIES, LLC:**

\_\_\_\_\_  
WITNESS SIGNATURE

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

\_\_\_\_\_  
WITNESS PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
WITNESS SIGNATURE

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

\_\_\_\_\_  
WITNESS PRINT NAME

**STATE OF FLORIDA  
COUNTY OF LEON**

The foregoing Development Agreement was acknowledged before me, **by means of** ☐ **physical presence** or ☐ **online notarization**, this \_\_\_\_ day of \_\_\_\_\_, \_\_ (year), by \_\_\_\_\_ of Cawthon Family Properties, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me [☐] or produced \_\_\_\_\_ as identification [☐].

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Name (Typed, printed, or stamped)  
(Seal)

**LEON COUNTY, FLORIDA:**

By: \_\_\_\_\_  
Chairman Bryan Desloge  
Board of County Commissioners

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

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

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

**APPROVED AS TO LEGAL SUFFICIENCY:**

Chasity H. O'Steen, County Attorney  
Leon County Attorney's Office

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

# Cawthon Property

Existing zoning (as shown) shall  
not be changed as part of this  
Development Agreement

LPN Zoning

LP Zoning

 Cawthon Property Boundary



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 or any loss resulting therefrom.

Exhibit "A"

Legal Description of a 4.56 Acre Tract

Parcel ID: 1408204090000 (PREVIOUSLY Parcel: 1408204080000)

Commence at the Northwest corner of the South Half of the Southeast Quarter of the Section 8, Township 2 North, Range 1 East, Leon County, Florida; said point lying on the Easterly boundary of Summerbrooke Phase 10, a subdivision as per map or plat thereof recorded in Plat Book 12, Page 41A of the Public Records of Leon County, Florida thence run North 00 degrees 52 minutes 46 seconds West along said Easterly boundary (as monumented) 842.81 feet to an iron rod and cap (marked #7160) marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 52 minutes 46 seconds West along said Section Line (as monumented) 395.24 feet to an iron rod and cap (marked #7160) lying on the Southwesterly right-of-way boundary of Bannerman Road; thence run Southeasterly and Northeasterly along said right-of-way boundary the following (12) twelve courses: South 73 degrees 56 minutes 11 seconds East 16.21 feet to an iron rod and cap (marked #7160); South 73 degrees 33 minutes 40 seconds East 48.28 feet to an iron rod and cap (marked #7160); South 76 degrees 01 minutes 50 seconds East 50.99 feet to an iron rod and cap (marked #7160); North 16 degrees 14 minutes 11 seconds East 5.00 feet to an iron rod and cap (marked #7160); South 71 degrees 29 minutes 49 seconds East 55.62 feet to an iron rod and cap (marked #7160); South 70 degrees 38 minutes 29 seconds East 42.04 feet to an iron rod and cap (marked #7160); South 70 degrees 35 minutes 37 seconds East 50.83 feet to an iron rod and cap (marked #7160); South 68 degrees 42 minutes 23 seconds East 48.92 feet to an iron rod and cap (marked #7160); South 67 degrees 34 minutes 30 seconds East 53.76 feet to an iron rod and cap (marked #7160); North 22 degrees 25 minutes 30 seconds East 5.11 feet to an iron rod and cap (marked #7160); South 65 degrees 23 minutes 36 seconds East 178.95 feet; to an iron rod and cap (marked #7160) South 60 degrees 42 minutes 42 seconds East 133.56 feet to an iron rod and cap (marked #7160); thence leaving said right-of-way boundary run South 29 degrees 17 minutes 23 seconds West 269.79 feet to an iron rod and cap (marked #7160); thence run North 79 degrees 53 minutes 20 seconds West 499.21 feet to the POINT OF BEGINNING

Exhibit "A"

Legal Description of a 26.35 Acre Tract

Parcel: 1408204080000 (PREVIOUSLY Parcel: 1408204080000 AND Parcel ID: 1408204090000)

Begin at the Northwest corner of the South Half of the Southeast Quarter of the Section 8, Township 2 North, Range 1 East, Leon County, Florida; said point lying on the Easterly boundary of Summerbrooke Phase 10, a subdivision as per map or plat thereof recorded in Plat Book 12, page 41A of the Public Records of Leon County, Florida thence run North 00 degrees 52 minutes 46 seconds West along said Easterly boundary (as monumented) 842.81 feet to an iron rod and cap (marked #7160); thence run South 79 degrees 53 minutes 20 seconds East 499.21 feet to an iron rod and cap (marked #7160); thence run North 29 degrees 17 minutes 23 seconds East 269.79 feet to an iron rod and cap (marked #7160) lying on the Southerly right-of-way boundary of Bannerman Road; thence run South 60 degrees 42 minutes 42 seconds East along said right-of-way boundary 252.22 feet to an iron rod and cap (marked #7160); thence run South 60 degrees 05 minutes 03 seconds East along said right-of-way boundary 489.52 feet to an iron rod and cap (marked #7160); thence leaving said right-of-way boundary run South 722.71 feet to an iron rod and cap (marked #7160); thence run West 1,253.25 feet to an iron rod and cap (marked #7160) lying on the Easterly boundary of said Summerbrooke Phase 10; thence run North 00 degrees 52 minutes 46 seconds West along said easterly boundary 99.88 feet to the POINT OF BEGINNING

Exhibit "A"

Legal Description of a 150.16 Acre Tract

Parcel ID: 1417200080000 (PREVIOUSLY Parcel: 1408204080000 AND Parcel ID: 1417200080000)

Commence at the Northwest corner of the South Half of the Southeast Quarter of the Section 8, Township 2 North, Range 1 East, Leon County, Florida; said point lying on the Easterly boundary of Summerbrooke Phase 10, a subdivision as per map or plat thereof recorded in Plat Book 12, page 41A of the Public Records of Leon County, Florida thence run North 00 degrees 52 minutes 46 seconds West along said Easterly boundary (as monumented) 1,238.05 feet to an iron rod and cap (marked #7160) lying on the Southwesterly right-of-way boundary of Bannerman Road; thence run Southeasterly and Northeasterly along said right-of-way boundary the following (13) thirteen courses: South 73 degrees 56 minutes 11 seconds East 16.21 feet to an iron rod and cap (marked #7160); South 73 degrees 33 minutes 40 seconds East 48.28 feet to an iron rod and cap (marked #7160); South 76 degrees 01 minutes 50 seconds East 50.99 feet to an iron rod and cap (marked #7160); North 16 degrees 14 minutes 11 seconds East 5.00 feet to an iron rod and cap (marked #7160); South 71 degrees 29 minutes 49 seconds East 55.62 feet to an iron rod and cap (marked #7160); South 70 degrees 38 minutes 29 seconds East 42.04 feet to an iron rod and cap (marked #7160); South 70 degrees 35 minutes 37 seconds East 50.83 feet to an iron rod and cap (marked #7160); South 68 degrees 42 minutes 23 seconds East 48.92 feet to an iron rod and cap (marked #7160); South 67 degrees 34 minutes 30 seconds East 53.76 feet to an iron rod and cap (marked #7160); North 22 degrees 25 minutes 30 seconds East 5.11 feet to an iron rod and cap (marked #7160); South 65 degrees 23 minutes 36 seconds East 178.95 feet; to an iron rod and cap (marked #7160) South 60 degrees 42 minutes 42 seconds East 385.78 feet to an iron rod and cap (marked #7160); thence run South 60 degrees 05 minutes 03 seconds East 489.52 feet to an iron rod and cap (marked #7160) marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue South 60 degrees 05 minutes 03 seconds East along said right-of-way boundary 1,644.19 feet to an iron rod and cap (marked #7160); thence leaving said right-of-way boundary run South 00 degrees 07 minutes 02 seconds West 2,179.67 feet to a concrete monument (marked #3562); thence run South 89 degrees 12 minutes 35 seconds West 2,639.01 feet to a concrete monument (marked #3562); thence run North 00 degrees 51 minutes 38 seconds West 1,100.00 feet; thence run North 00 degrees 52 minutes 46 seconds West 945.38 feet to an iron rod and cap (marked #7160); thence run North 89 degrees 07 minutes 14 seconds East 50.00 feet to an iron rod and cap (marked #7160); thence run North 00 degrees 52 minutes 46 seconds West 132.00 feet to an iron rod and cap (marked #7160); thence run South 89 degrees 07 minutes 14 seconds West 50.00 feet to an iron rod and cap (marked #7160); thence run North 00 degrees 52 minutes 46 seconds West 136.24 feet; thence run East 1,253.25 feet; thence run North 722.71 feet to the POINT OF BEGINNING.

**LEON COUNTY  
PERMITTED USE VERIFICATION  
CERTIFICATE NUMBER: VC1900056R**

**ISSUED TO:**

Name: Brennon Clayton, P.E., Kimley-Horn and Associates, Inc.  
Address: 2615 Centennial Blvd., Suite 102, Tallahassee, FL 32303  
Email: [Brennon.Clayton@kimley-horn.com](mailto:Brennon.Clayton@kimley-horn.com)

Phone Number: (850) 553-3535

Project Acreage: 31 ac +/-  
Zoning District: Lake Protection Node  
Parcel Tax ID#: 14-08-20-408-0000 and 14-08-20-409-0000

**STATUS: CONDITIONAL**

Commercial Retail Development (105,000 SF) and Multi-Family Development (244 Units)

-----**COMMENTS**-----

***Lot Information***

The above-referenced parcels are located within the Lake Protection Node (LPN) zoning district [Section 10-6.660 of the Leon County Land Development Code (LDC)] and are designated Lake Protection (Policy 2.2.18 of the Future Land Use Element) on the Future Land Use Map of the Tallahassee-Leon County Comprehensive Plan (Comprehensive Plan). The LPN district is permitted generally within a ¼ mile of the center of the intersection of Bannerman Road and Bull Headley Road. A rezoning (LRZ180001) was approved in 2018 which changed the zoning of the properties from LP to LPN. The LPN district permits residential, non-residential, and mixed-use development utilizing urban services. Both parcels are located inside the Urban Services Area (USA) and thereby subject the City of Tallahassee-Leon County Water and Sewer Agreement. Additionally, water and sewer connection are required to develop the properties with the densities and intensities allowed in the LPN district. The properties have existing driveway access to Bannerman Road, a Major Collector roadway.

A Boundary Settlement (LEX180019) was approved in 2019 that moved existing property boundary lines to separate out the LP-zoned portion of the property and the 31+/- acre portion of the property that was previously rezoned to LPN, as noted above. The approved Boundary Settlement identified several residences and accessory structures on the subject parcels. Existing residences will be counted towards the allowed density of the site, if not removed. A Natural Features Inventory (LEA1900014) was approved for both properties on April 2, 2019. The applicant has also submitted a request to negotiate a Development Agreement (DA; LDV200001) with the County for dedication of future right-of-way and the construction of a regional stormwater facility in exchange for future concurrency credits.

***Land Use Review***

The applicant is requesting to develop the properties with up to 105,000 square feet of non-residential development and 244 multi-family dwelling units. Non-residential development allowed within this district is limited to office, retail, lodging, professional and medical services, and residential care facilities. Community facilities, institutional uses and recreational facilities are also allowed. Residential development is limited to attached housing (townhomes) or multi-family dwellings; single-family detached dwelling units and duplexes are prohibited. A list of principal, restricted and prohibited uses are fully outlined in Section 10-6.660 of the LDC.

Within the LPN zoning district, non-residential development is allowed at an intensity of 10,000 square feet/acre with a maximum height of 3 stories. The maximum building footprint for non-residential buildings is 20,000 square feet, with one building per node (as illustrated in Exhibits A-D of Section 10-6.610 of the LDC) being allowed to develop a building footprint of up to 50,000 square feet. Multi-family development is allowed at a maximum density of 8 dwelling units/acre and a maximum height of 3 stories. The maximum building footprint size allowed for multi-family development is 12,000 square feet.

Developments incorporating a vertical mixture of residential and non-residential uses within a single development application can qualify for additional intensity, up to 12,500 square feet/acre, and additional height, up to 4 stories. The maximum building footprint would also increase to 25,000 square feet. The development application must provide a common plan for the development of all included parcels, including shared infrastructure. At the completion of the development plan, including any phases, no less than 25 percent of the gross floor area within the overall development shall be devoted to either residential use or non-residential use in order to qualify as vertical mixed-use.

In the LPN district, the threshold for Type “C” review is 75 or more dwelling units and non-residential development over 80,000 gross building square feet or more. The proposed development would therefore qualify for review through a Type “C” site and development plan process pursuant to the review thresholds set out in Section 10-7.402 of the LDC. Type “C” site and development plan reviews requires three public meetings: an Application Review Meeting (ARM), a Development Review Committee (DRC) meeting and a Board of County Commission (BCC) Meeting. The BCC makes the final disposition on projects that qualify for Type “C” review. Type “C” reviews can only proceed through the Final Design Plan Approval (FDPA) review track as outlined in subsection 10-7.402.5(b) of the LDC, which requires a site and development plan and an Environmental Management Permit be reviewed and approved consecutively.

A Unity of Title will be required if the proposed development crosses parcel boundaries. A Unity of Title Affidavit, provided by the Department of Development Support and Environmental Management, shall be executed in the public records of Leon County prior to site and development plan approval.

The applicant is highly encouraged to seek a free consultation with the Tallahassee-Leon County Planning Department’s Design Works Studio to help explore concepts and ideas for the site layout and design prior to filing applications with Leon County. For more information, please contact Jeremy Floyd with Design Works at 891-6416.

Due to the project’s complexity, the applicant is also highly encouraged to schedule a pre-submittal meeting (free of charge), which is intended to provide an opportunity for review staff to collaborate with the applicant to discuss the project, prior to the preparing and filing a site plan application. A Permitted Use Verification (determined “conditional” or “eligible”) and a conceptual site plan are needed to facilitate this meeting and discussion. Pre-submittal meeting requests must be made prior to noon on Wednesdays, for a meeting date to be scheduled two weeks from the submittal date. Holidays may affect submittal and meeting date schedules. To set up a 'pre-submittal' meeting please contact Development Services at 850-606-1300.

### ***Site Development Standards***

Section 10-6.660 of the LDC requires non-residential and multi-family uses to meet the following development standards:



Use Category	Max Density	Max Intensity	Max Building Height	Building Restrictions	Front Setback	Side Interior Setback	Side Corner Setback	Rear Setback
<b>Multi-family residential</b>	Max: 8	N/A	3 Stories	12,000 sf maximum building footprint	Min: None Max: 15 feet	Min: 10 feet Max: 15 feet	Min: 10 feet Max: 15 feet	Min: 20 feet Max: None
<b>Non-residential</b>	N/A	10,000 sf/ac	3 Stories	20,000 sf maximum building footprint <sup>1</sup>	Min: None Max: 25 feet	Min: None Max: None	Min: None Max: 25 feet	Min: None Max: None
<b>Vertical mixed-use</b>	Max: 8	12,500 sf/ac	4 stories	25,000 sf maximum building footprint	Min: None Max: 25 feet	Min: None Max: None	Min: None Max: 25 feet	Min: None Max: None

The LPN zoning district shall facilitate compatibility with nearby neighborhoods through buffers, transitioning building mass and scale, and through careful site design. Section 10-6.660 outlines specific criteria for development in the LPN zoning district, including but not limited to: access management; site layout (blocks and streets); building orientation and frontage; parking; building design; buffering, screening and outdoor service areas; lighting; signage; and stormwater management facility design. Additional design criteria for restricted uses such as drive-thrus and pick-up windows are also outlined.

**Access management** shall be designed to provide an internal circulation system with consolidated access for all properties via streets or cross-access easements to adjacent arterials and collectors. Shared access points, rather than individual access points on adjacent arterial and collector roadways, shall be required and shall be limited to the minimum necessary, as determined by the county engineer or designee. Additionally, at least one access point shall be provided via public right-of-way.

**Street design and site layout** shall not be an auto-centric design but rather employ a pedestrian and bicycle centric model that prioritizes and maximizes comfort, convenience, safety and access for these users. This includes specific standards for block lengths with the long side allowing a 600-foot maximum, except where divided by a mid-block pedestrian street crossing, in which case, maximum block length may be 850 feet and a short side distance may vary between 200 and 400 feet to accommodate environmental and physiographic limitations.

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<sup>1</sup> With the exception of vertical mixed-use buildings, one building per node as illustrated in Exhibits A-D may exceed a maximum building footprint of 20,000 sf, but in no case shall exceed a building footprint of 50,000 sf.

Pursuant to Section 10-7.529, within the Urban Service Area, new development shall be designed and constructed to facilitate pedestrian mobility. Sidewalks shall also be provided, with at least one connection meeting ADA requirements, along existing public and private streets adjoining the development, as well as all new streets constructed as part of the development. Additionally, all non-residential and multi-family development shall provide safe and efficient pedestrian linkages between building entrances and parking areas, as well as adjacent development, if applicable. Publicly accessible pedestrian passageways from the street to and through the interior of the block are encouraged to separate pedestrians from traffic and provide pedestrian access from parking lots at the rear of the buildings to the street. Pursuant to Section 10-6.660(9)(b), passageways shall be a minimum of eight (8) feet wide and a minimum of twelve (12) feet height and shall be designed to preclude normal vehicular access and preferably be separate from other emergency vehicle access ways to the interior of the block.

***Streetscapes*** shall incorporate convenient pedestrian and bicycle circulations systems that minimize conflicts with motor vehicles shall be provided continuously throughout the development. All development shall incorporate street trees within the right-of-way, preferably between the back of curb and sidewalk. Streetscapes shall incorporate three distinct zones: a frontage zone, a pedestrian clear zone and a landscape/furniture zone. Definitions, minimum width requirements, and other development standards of these zones are outlined in Section 10-6.660(9)(c) and illustrated in Figures 2-5. **The Design Works Studio, as mentioned previously, with the Tallahassee-Leon County Planning Department can assist in helping to understand these individual zone requirements and how to best incorporate them into your site design. Coordination with BluePrint on streetscapes along Bannerman is also highly encouraged as the proposed expansion of Bannerman Road right-of-way will require temporary construction easements that may not be timed with construction of the site.**

***Buildings*** shall contribute to the street wall of the overall development and be designed to provide direct pedestrian access from that street. Building entryways shall be oriented and accessible from the most pedestrian-friendly street or corridor. Building facades along any public street frontage shall not exceed 100 feet, unless vertical structural elements and functional entrance doors divide that facade no less than every 50 feet. No more than 20% of the street-facing facade shall be faced directly by garage and service bay openings.

***Parking, drive aisles and streets*** shall not have primacy over pedestrian areas. Shared parking is envisioned as a necessity; therefore, large parking fields shall be prohibited. Parking shall be dispersed throughout the site by using on-street parking and at the rear of buildings or internal to the block. One double-loaded bay of parking may be located to the side of buildings and where site constraints necessitate, up to 25 percent of required parking may be permitted to the side of buildings.

All streets created or expanded in association with development in this district shall be designed to accommodate on-street parking. Individual off-street surface parking lots shall not exceed 0.75 acre. Parking separated by a 30-foot wide landscape and sidewalk area shall be counted as separate parking areas. A minimum 10 feet wide landscaping strip shall be required between surface parking lots and adjacent streets. Landscaping shall require one canopy tree per 20 linear feet of frontage and a continuous row of shrubbery not to exceed 3 feet at maturity. **Parking shall be limited to a range of 40 percent to 70 percent of the general parking standard set forth in section 10-7.545 (Schedule 6-2). Refer to Figure 2 in Section 10-6.660 of the LDC for an illustrative example of site layout plan that includes dispersed parking, building orientation, streets, building orientation, pedestrian connectivity and landscape design.**

***Building design*** shall provide a variety of design elements, transparency, color, and texture. This includes the incorporation of building facades and rooflines that vary in mass, scale and height. Building materials shall create visual interest, particularly at the pedestrian scale, and contribute to the establishment of the architectural character of the area. Refer to Section 10-6.660(12) for specific requirements for building design and Figure 6 of this section for illustrative examples. **Color architectural renderings shall be provided at the time of site plan review demonstrating compliance with this section.**

***Buffering*** is not required between uses within the LPN zoning district. Where development abuts existing single-family subdivisions, the landscape buffer standards of Section 10-7.522 shall apply. Multi-family and commercial development adjacent to single-family residential development requires a 10-foot Type B buffer, at a minimum. The use of existing native vegetation in buffer zones is preferred. In any case where an unbuffered view exists within 500 feet from the side or rear service areas of any non-residential land use to any single-family or two-family residential land use, uncomplimentary land use buffer requirements shall apply as if such residential uses were located on immediately adjacent lands. A buffer fence, which may include the use of berms for visual screening, shall be required, in addition to minimum landscaping standards when non-residential uses are adjacent to existing single-family development and shall follow the location and construction standards outlined in Section 10-7.522(b)(8) and (c)(1-5) of the LDC.

***Outdoor service areas, loading docks and delivery areas*** shall only be located to the rear, side of a building, or in an interior location and shall be set back a minimum of 75-feet from the nearest residential structure in an adjoining zoning district and shall not be within 50 feet of any adjoining residential property. These areas, along with areas for trash collection, outdoor storage, and mechanical equipment shall be mitigated using screening material consistent with the materials and design treatments of the primary facade of the primary building and/or evergreen landscape plant material as outlined in Section 10-6.660(13). Development is also encouraged to utilize the site design alternatives set out in Sections 10-4.347 and 10-4.350 of the LDC.

***Loading zones/berths*** shall be required for every use receiving or distributing materials or merchandise by motor vehicles. Loading berths or other space for standing, loading and unloading shall be located on the same or adjoining premises in accordance with schedule 6-6. Loading space shall be sufficient to allow normal loading and unloading operations appropriate to the property served, and they shall not be used for storage of vehicles or materials, or to meet off-street parking requirements.

***Lighting*** shall be dark sky compliant by including full cut-off type fixtures and directing light internal to the site. Lighting levels adjacent to residential areas shall not exceed 0.5 footcandles at the property line as measured at 6 feet above ground level. The footcandle average for on-site parking lots shall not exceed 2.0 footcandles. The recommended maximum uniformity ratio (average: minimum light level) is 4:1. Parking lighting shall be spaced a maximum of 50 feet apart and shall not exceed 20 feet in height above grade. Lighting for off-street walkways shall be spaced no more than 30 feet apart and shall not exceed 10 feet in height. Building lighting should be concentrated at ground floor and when used above the ground floor, shall only be used to selectively highlight specific architectural features and signs without lighting up an entire façade of the building. **A lighting and photometric plan that includes all lighting proposed on-site shall be provided at the time of site plan review to demonstrate compliance with Section 10-6.660(14).**

***Signs*** shall comply with the county sign code (Article IX) and the additional requirements set out in Section 10-6.660(15). Monument signs shall not exceed six feet above grade for single tenant structures and 15 feet above grade for multiple tenant structures and shall be setback a minimum of 10 feet from the right-of-way line.

Monument signs shall be constructed with a full-base width to the sign face that is constructed with materials that are consistent with the principal building. One wall mounted sign per tenant is permitted that shall not exceed 10 percent of the area of the tenant wall area on which it is mounted. Additionally, two on-site directional signs intended for navigational purposes only, not to exceed 4 square feet each, shall be allowed per tenant. Additional material and design standards for signs are outlined in the LPN zoning district standards. **A master sign plan for the entire LPN zone or unified development plan is highly encouraged. Additional sign allowances may be granted through a deviation process during site plan review if a master sign plan is developed and approved.**

### ***Concurrency Review***

The development proposal must demonstrate compliance with concurrency requirements (including school concurrency) of Section 10-3.106 of the LDC. As noted previously, a DA is in the process of review which is intended to provide concurrency credits for donated right-of-way. No final development order can be issued unless there is sufficient, available capacity to meet the level of service standards for the existing population, vested development, schools, and for the proposed development. For further questions regarding transportation concurrency, please contact Ryan Guffey with Development Services at 850-606-1300.

### ***Environmental Review***

The referenced parcels are located in the Spring Watershed of the Lake Jackson Drainage Basin and are also located within the Bradfordville Study Area. According to Leon County Geographic Information System (GIS) data, a large portion of the proposed development site is encumbered with environmental features including but are not limited to: significant and severe grades, waterbodies, watercourses, wetlands and FEMA flood zone "A". All environmental constraints on-site shall be addressed in a manner consistent with the Conservation Element of the Comprehensive Plan and the County Environmental Management regulations, Article IV of the LDC. No development or alterations shall be made in areas identified as conservation or preservation areas.

A regional stormwater management facility is being proposed as part of the DA. An Environmental Management Permit (EMP – Standard Form) will be required for the proposed development and shall be reviewed and approved concurrently with the site plan application. Stormwater treatment shall be verified for compliance with both the Lake Jackson and Bradfordville Study Area stormwater standards, including treatment thresholds and attenuation (rate of discharge). Water quality treatment and volume shall be provided within stormwater management facilities located outside environmentally sensitive areas as defined in the approved NFI (LEA1900014).

Stormwater management facilities shall be constructed with 4:1 side slopes and designed to imitate "natural" pond characteristics, including curved geometrics, gently sloping edges, landscaping and paving materials, and should be placed to be focal design amenities. A decentralized stormwater management design and low impact development (LID) techniques, such as rain gardens and bio-retention swales, are encouraged to allow stormwater infiltration to occur as close to the source as possible.

Landscape vegetation shall be incorporated around the perimeter of the stormwater facility, which at maturity will visually conceal required fencing. Landscape plants should be native and appropriate for the soil, hydrologic, and other site and facility conditions. A minimum of four different species of trees and shrubs shall be utilized with existing vegetation incorporated into the facility design wherever possible. Chain-link and vinyl clad fencing enclosures are prohibited where stormwater management facilities are visible from public

roadways/access ways. Where fencing and/or retaining walls are proposed and visible from a public roadway/access way, such fencing shall be architecturally compatible with the principal structure.

**Initial construction activities shall be restricted to that necessary for construction of the stormwater management facility. The property owner or designated agent shall have the stormwater management facility tested in accordance with Standard Engineering Practices and the Engineer of Record (EOR) shall evaluate and verify compliance with the design parameters. Once compliance has been verified the EOR shall provide a signed/sealed certification to the County Administrator or designee that such facility functions as designed. Further development at the site cannot proceed until a written clearance has been provided by the Leon County Environmental Services Division. For more information regarding environmental regulations, please contact Environmental Services at (850) 606-1300.**

### ***Platting Review***

Preliminary plats are required to be included in a site and development plan for review when development proposes any non-exempt subdivisions, dedications to the public, conservation easements, or the creation of common areas for the benefit of members of a homeowner's or property owner's association. A plat shall constitute only that portion of an approved site and development plan which the applicant proposes to subdivide, record, and develop; provided that such portion has been identified on the site and development plan as a separate phase of development and that the sequencing of such phase is also reported on the approved site and development plan.

No plat shall be approved and accepted by the County unless and until the developer shall have installed all infrastructure improvements in the proposed development as required by this Code and the site and development plan, or shall be guaranteed their installation as provided in Section 10-7.602 of the LDC. No building permits shall be issued until a plat has been accepted and approved by the Board of County Commissioners and recorded in the plat books of the county. For more information regarding platting, please contact Public Works at (850) 606-1500.

Permitted Use Verifications are not development order approvals. Non-inclusion of any standard or regulation in this document shall not waive or invalidate any that may apply. It is the responsibility of the applicant and/or their agent to obtain information pertinent to the development of this site prior to filing an application with Leon County. This determination shall not be construed to grant exemption from any other development regulation or permitting requirement as may otherwise be applicable or determined applicable during the permitting process.

----- **CONDITIONS** -----

**Subject to the following sequence of reviews and required approvals:**

1. **Pre-submittal Meeting** (highly encouraged; free of charge): Contact Development Services at 850-606-1300.
2. **Design Works Studio Consultation** (highly encouraged; free of charge): Contact Jeremy Floyd with the Tallahassee-Leon County Planning Department at 850-891-6416.
3. **City/County Water & Sewer Agreement** (connection to central water and sewer is required): Contact City Utilities at (850) 891-6101 and Talquin Electric Cooperative at 850- 627-7651.
4. **Concurrency Certificate** (including school concurrency): Contact Concurrency Management at 850-606-1300.
5. **Type “C” Site Plan Application** (FDPA required): Contact Development Services at 850-606-1300.
6. **Environmental Management Permit** (EMP – Standard Form): Contact Environmental Services at 850-606-1300.
7. **Unity of Title Affidavit** (shall be recorded prior to final site plan approval): Contact Development Services at (850)-606-1300.
8. **Platting**: Contact Public Works at 850-606-1500.
9. **Building Permit**: Contact Building Plans Review and Inspection at 850-606-1300.

*Submittal requirements are pursuant to the Leon County Zoning, Site and Development Plan and Subdivision Procedures and Information Manual for the Process identified above.*

*Subsequent permitting and site plan review may limit the ability to construct the above described development. This certificate is exclusive to the terms and conditions herein and is valid under the 2030 Comprehensive Plan or to the Leon County Land Development Regulations may alter the terms and conditions of this certificate.*

*No Permitted Use Verification Application and/or Permitted Use Verification Certificate shall be the basis for any claims of estoppel or vesting against any land development regulations or zoning regulations, which may be adopted on or after the date of the Permitted Use Verification Application and/or Permitted Use Verification Certificate.*

Date: 6/23/20  
Revised: Y

**Shawna Martin**

Digitally signed by Shawna Martin  
DN: cn=Shawna Martin, o=DSEM, ou=Development Services  
Division, email=martins@leoncountyfl.gov, c=US  
Date: 2020.06.23 16:58:45 -04'00'

Development Services Division  
Development Support & Environmental Management



**LEON COUNTY  
PERMITTED USE VERIFICATION  
CERTIFICATE NUMBER: VC1900185**

**ISSUED TO:**

Name: Brennon Clayton (Kimley-Horn & Associates, Inc.)  
Address: 2615 Centennial Blvd., Suite 102  
Tallahassee, FL 32303

Phone #: 850-553-3535

Project Acreage: 150.16 +/- acres  
Zoning District: Lake Protection (LP)  
Parcel Tax ID#: 14-17-20-008-000-0

**Status: Conditional**

Clustered Subdivision (300 – Detached Residential Dwelling Units or Less)

-----**COMMENTS**-----

**Lot Information:**

The referenced parcel is located within the Lake Protection (LP) zoning district (Section 10-6.616 of the Leon County Land Development Code [LDC]) and is designated Lake Protection on the Future Land Use Map of the Tallahassee/Leon County Comprehensive Plan (Land Use Element Policy 2.2.18). The purpose and intent of the LP zoning district is to allow for the regulation and, where appropriate, limitation of development and redevelopment of land within the Lake Jackson Basin in a manner that improves water quality within the lake. The bounds of the category include the Lake Jackson and contributing watersheds and limited to the urban service area. The LP zoning district shall permit single-family residential development at one dwelling unit per two gross acres ( $150/2 = 75$  units). A clustered subdivision option is available that allows two dwelling units per gross acre, consistent with environmental and infrastructure constraints. The clustered subdivision option allows an increased number of residential units if developed on 40 percent of the property, provided central water and sewer are available and leaving the remaining 60 percent of the property as contiguous, undisturbed open space in perpetuity. The parcel is located inside of the Urban Service Area (USA) and is subject to the City/County Water and Sewer Agreement. Water and sewer connection will be required to develop the property as proposed. The cluster subdivision option is intended to leave large areas of natural open space within the watershed that minimize pollution.

According to the Leon County Property Appraiser's database, the subject parcel is approximately 150.16 acres +/- and is currently undeveloped. A Boundary Settlement application (LEX180019) (Official Records Book 5239, Page 498) was approved in 2018, which adjusted the common boundary with adjacent parcels to the north. The subject parcel has frontage along Bannerman Road, a Leon County maintained major collector roadway.

**Applicant's Request/ Land Use Review:**

The applicant requests to establish a maximum of 300-lot single-family detached clustered residential lots. Pursuant to the thresholds set out in Section 10-7.402 of the LDC (Table 10-7.1), a proposed 300-lot single-family detached clustered residential subdivision qualifies for review through a Type "C" site and development plan process pursuant to the review thresholds set out in Section 10-7.402 of the LDC.

In the LP district, the minimum review threshold for Type "C" review is 100 dwelling units. Applications which propose 15-99 dwelling units in the LP zoning district qualify for Type "B" site and development plan review. Type "C" site and development plan reviews require three public meetings: an Application Review Meeting (ARM), a Development Review Committee (DRC) meeting and a Board of County Commission (BCC) Meeting. The BCC makes the final disposition on projects that qualify for Type "C" review. Applications for Type "C" site and development plan review shall proceed with the Final Design Plan Approval (FDPA) review track as outlined in subsection 10-7.402.5(b) of the LDC.

A free consultation with the Tallahassee-Leon County Planning Department's Design Works Studio will help explore concepts and ideas for the site layout and design prior to filing applications with Leon County. For more information, please contact Jeremy Floyd with Design Works at 891-6416.



Due to the project's complexity and scale, the applicant is strongly encouraged to schedule an informal pre-submittal meeting (free of charge), which is intended to provide an opportunity for review staff to collaborate with the applicant to discuss the project, prior to the preparing and filing of a site plan application. Pre-submittal meetings are conducted every Wednesday afternoon, except holidays and shall be scheduled at least one week in advance. A Permitted Use Verification (determined "conditional" or "eligible") and a conceptual site plan are needed to facilitate this meeting and discussion. To set up a 'pre-submittal' meeting please contact Development Services at 850-606-1300.

**Reserve Area:**

As previously mentioned, the clustered subdivision option allows an increased number of residential units if a minimum 60 percent of the total site acreage is permanently preserved as Reserve Area (recorded conservation easement) in perpetuity. This is intended to leave large areas of natural open space and minimize environmental impacts within the watershed. As such, connection to central water and sewer services shall be required to achieve the maximum allowable density of two (2) dwelling units per gross acre for clustered subdivision designs. It should be noted, without central sanitary sewer, the clustered option is not available.

The Reserve Area shall comprise a minimum requirement of 60 percent of the total development site (approximately 90.00 acres) to ensure the protection of all critical onsite resources that are to be preserved and/or protected based on the Natural Features Inventory findings. The Reserve Area shall be continuous with other portions of the site; shall be contiguous with or proximal to existing or planned public or private greenspace to the greatest extent practicable, and shall be of sufficient size and buffered to ensure the protection of all critical on-site resources that are to be preserved and to accommodate authorized uses.

(a) All preservation areas, special development zones, conservation areas, archaeological sites and view-shed areas within designated protection zones for canopy roads shall be incorporated into the Reserve Area even if total acreage exceeds the minimum requirement of 60 percent of the total parcel; other open space areas shall be incorporated into the reserve area to the greatest extent practicable.

(b) The Reserve Area shall adjoin any existing or planned adjacent areas of open space, or natural areas that would be potential sites for inclusion as part of a future area of protected open space as depicted in the Greenways Master Plan. In those instances where a clustered subdivision will be located adjacent to another existing or approved clustered subdivision, the proposed clustered subdivision shall be designed so that reserve areas are adjacent to the greatest extent practicable.

(c) Reserve Area land shall be reserved permanently by easement for natural open space, passive recreation uses (e.g., greenbelts, trails, picnic areas or open fields), stormwater facilities, or other environmental conservation purposes.

(d) Stormwater management facilities which are otherwise permissible are allowed in the Reserve Area provided that the facilities are located outside of preservation areas, canopy road protection zones, naturally forested areas, special development zones, and meet either of the applicable following two standards:

1. Wet retention ponds shall have side slopes of 6:1 or flatter with appropriate wetland tree and aquatic plants species that visually integrates the stormwater facility into the overall reserve area.
2. All other retention ponds shall have side slopes of flatter than 4:1 or with appropriate tree and plant species that visually integrates the stormwater facility into the overall reserve area. All such facilities shall be designed as community amenities, with trails, observation decks, or platforms where appropriate.
3. Areas that are designated as floodplain, wetlands, or similar conservation/preservation areas shall not be disturbed or utilized for stormwater management. Whenever possible, Low Impact Development (LID) techniques (Section 10-4.308, LDC) are encouraged as well as decentralized stormwater management facilities.

(e) All applicants for a clustered subdivision shall submit a management plan describing how the reserve area land will be maintained in perpetuity, including provision of a dedicated source of funds approved by the local government, to finance the timely and consistent execution of the plan.



**Development Area:**

The Development Area shall be the area not set aside as Reserve Area and shall comprise no more than 40 percent of the total parcel (approximately 60.00 acres). The Development Area shall be located on the least environmentally sensitive or otherwise significant portions of the total clustered subdivision parcel; be contiguous to the greatest extent practicable; and allow maximum open space to be easily maintained in the Reserve Area. Design of the development area shall follow the procedural steps set forth below.

- (1) Delineate areas of the site to be reserved due to their significant features and value to the area's continued natural character;
- (2) Determine the number of allowable lots desired;
- (3) Locate potential development sites on the area of the tract not delineated as Reserve Area, with due consideration for topography, soil suitability for construction, and efficient service by public or central water and sewerage systems;
- (4) Align streets to serve residential sites, with due consideration for topography and connections to existing, planned or potential streets in adjacent areas, and align pedestrian trails if planned;
- (5) Delineate boundaries of individual residential lots where lot sizes and shapes, block sizes and shapes, and street networks and alignments shall be designed in accordance with accepted planning practices to produce a rational and economical system without undue clearing or grading. The lot arrangement, design and orientation shall be such that all lots will provide satisfactory building sites that are properly related to topography and the character of surrounding development, encourage a range of housing types and sizes, and provide safe and convenient vehicular access to public streets; and
- (6) Specific development and locational standards shall be subject to the minimum standards of the underlying land use category and base zoning district and shall be established at the time of development plan submittal

**Site Development Standards:**

Residential lots in clustered subdivisions less than 60 feet in width shall be alley-loaded. Minimum building setbacks for both detached and attached single-family dwelling units are 15 feet in the front, rear, and corner-side of the lot; however, 10 feet setbacks are allowed in the front and rear of the lot for residential dwelling units with alley-loaded garages. Minimum interior-side setbacks for single-family detached dwelling units are 7.5 feet on each interior-side, or any combination of setbacks that equals at least 15 feet, provided no such setback shall be less than 5 feet. Interior-side setback requirements do not apply to attached dwelling units; however, maximum building size requirements allowing up to eight (8) attached dwelling units per building length do apply. The maximum building height for detached dwelling units is three (3) stories.

Development Standards (Clustered Subdivision)									
Minimum Lot Size				Minimum Building Setbacks				Maximum Building Restrictions	
Use Category	Lot or Site Area	Lot Width	Lot Depth	Front	Side-Interior Lot	Side-Corner Lot	Rear	Building Size (excluding gross building floor area used for parking)	Building Height (excluding stories used for parking)
Single-family detached dwellings	5,000 square feet	40 feet	100 feet	15 feet; 10 feet w/alley-loaded garage	7.5 feet on each side; or any combination of setbacks	15 feet	15 feet; 10 feet w/alley-loaded garage	Not applicable	3 stories



					that equals at least 15 feet, provided that no such setback shall be less than 5 feet				
Single-family attached dwellings	3,750 square feet end unit; 2,400 square feet interior lot	37.5 feet end unit; 25 feet interior lot	80 feet	15 feet; 10 feet w/alley-loaded garage	Not applicable	15 feet	15 feet; 10 feet w/alley-loaded garage	Maximum length: 8 units	3 stories

Residential parking requirements are calculated based on the type of land use and/or the number of bedrooms per unit, as set forth in Schedule 6-2 of §10-7.545 [LDC]. Based on the proposed land use (cluster development), the required number of parking spaces for one-bedroom units is one (1) parking space per dwelling unit. Units with two or more bedrooms require 1.5 parking spaces per unit. Additionally, 0.50 visitor parking spaces are required for each dwelling unit. Small visitor parking lots are encouraged to be placed in strategic locations throughout the proposed subdivision.

A subdivision and every lot therein shall demonstrate legal access to a publicly dedicated street pursuant to Section 10-7.502(a) of the LDC. Legal access shall mean the right, created by fee simple ownership, insurable right of access, deed or easement recorded in the public records providing for perpetual ingress and egress rights from the premises to a publicly dedicated street.

Type "B" site and development plans will be required to demonstrate compliance with the Landscape Buffer Standards set forth in Section 10-7.522 of the LDC. Landscape buffers are required between the perimeter of any existing and proposed development. Buffers are intended to provide a screening function and facilitate compatibility between adjacent compatible and incompatible development. The intensity of plantings and the widths of the required buffers are determined by the existing adjacent land use. For proposed single-family residential development adjacent to single-family residential development within the LP zoning district, the proposed development must provide buffering meeting no less than a Type "A" landscape standard. A Type "B" buffer will be required where proposed development adjacent to non-residential uses. Existing plantings and vegetation that are adequately preserved may suffice to meet these requirements.

Within the Urban Service Area, new development shall be designed and constructed to facilitate pedestrian mobility in and between residential developments, between residential development and nearby businesses, recreational opportunities, and community facilities, and to connect places of business to one another and to residential developments. Pursuant to Section 10-7.529, within the Urban Services Area, all new development, as well as reconstruction, expansion, and extension, as defined in Article VI, Division 3, shall provide sidewalks along all public and private streets adjoining the development along adjacent rights-of-way. Sidewalks are required along Bannerman Road and proposed internal streets. Furthermore, sidewalks shall be installed and constructed in accordance with the requirements and specifications of the County Engineer.

New development shall also be designed to support the development of a network of interconnecting streets that work to disperse traffic while connecting and integrating neighborhoods with the existing fabric of the community (Section 10-7.502 [b]), unless determined by the Development Review Committee that physical conditions preclude a connection now and in the future.



All street names and addressing shall be developed and assigned, in accordance with the uniform street naming and property numbering system, according to the requirements of this section. The applicant shall submit an Application for Street Name Approval. Please also be advised that the United States Postal Service (USPS) is requiring all new subdivisions to have a central mail kiosk rather than individual mailboxes for each single-family lot. Please refer to the "U.S. Postal Service National Delivery Planning Standards: A Guide for Builders and Developers" for more information. The mail kiosk area shall provide adequate access without hindering traffic. Please coordinate with the local USPS office. Contact the Leon County Addressing Unit for any questions relating to street naming and property numbering and addressing.

In no case shall an application proposing new development with subdivision of property inside the Urban Service Area, with the exception of a one into two lot subdivision, be allowed to establish a private residential subdivision. Section 10-7.200 of the LDC, states that the development of private residential subdivisions of property that will utilize privately maintained infrastructure inside the Urban Service Area is prohibited.

**Concurrency Review:**

Concurrency Management has determined that the proposed 300 single family dwelling unit subdivision may require transportation concurrency mitigation for roadway segments within the Comprehensive Traffic Analysis Network (CTAN). Staff recommends that the applicant submit an Application for Concurrency Determination prior to submittal of the site and development plan. In addition, the application will need to submit a School Impact Analysis (SIA) form to Concurrency Management. The Leon County School Board can then determine whether school concurrency mitigation will also be required. For further questions regarding transportation concurrency, please contact Ryan Guffey with Development Services at 850-606-1300.

**Environmental Review:**

The referenced parcels are located in the Spring Watershed of the Lake Jackson Drainage Basin and are also located within the Bradfordville Study Area. According to Leon County Geographic Information System (GIS) data, a large portion of the proposed development site is encumbered with environmental features including but are not limited to: significant and severe grades, waterbodies, watercourses, wetlands and FEMA flood zone "A". All environmental constraints on-site shall be addressed in a manner consistent with the Conservation Element of the Comprehensive Plan and the County Environmental Management regulations, Article IV of the LDC. No development or alterations shall be made in areas identified as conservation or preservation areas. A Natural Features Inventory (LEA1900048) is currently under review with the Environmental Services Division.

An Environmental Management Permit (EMP – Standard Form) will also be required for the proposed development and shall be reviewed and approved concurrently with the Type "C" site plan application. Stormwater treatment shall be verified for compliance with both the Lake Jackson and Bradfordville Study Area stormwater standards. Treatment volume shall be provided within stormwater management facilities located outside environmentally sensitive areas (i.e., wetlands, floodplain, etc. as defined in the NFI). In addition to treatment thresholds, attenuation (rate of discharge) standards shall also be met. For more information regarding environmental regulations, please contact Environmental Services at (850) 606-1300.

Water quality treatment shall be provided as a part of all development activity. Low Impact Development (LID) techniques are encouraged, such as rain gardens and bio-retention swales, to allow stormwater infiltration to occur as close to the source as possible. A decentralized stormwater management design which disperses stormwater facilities across the site rather than to a centralized treatment facility also is encouraged (Section 10-4.308).

**Plats:**

Plats shall always be required for all site and development plans which propose any non-exempt subdivisions; or any dedication(s) to the public; or which create common areas for the benefit of members of a homeowner's or property owner's association; or which require any conservation easements. A plat shall constitute only that portion of an approved site and development plan which the applicant proposes to subdivide, record, and develop; provided that such portion has been identified on the site and development plan as a separate phase of development and that the sequencing of such phase is



also reported on the approved site and development plan. Such portion shall conform to all requirements of this chapter. No building permits shall be issued for a project that requires platting until a plat has been accepted and approved by the Board of County Commissioners and recorded in the plat books of the county pursuant to the provisions of this Code except as noted in Section 10-7.410, (3). Upon approval of a site and development plan, the applicant may submit proposed plats for approval to the county. No plat shall be approved and accepted by the County unless and until the developer shall have installed all infrastructure improvements in the proposed development as required by this Code and the site and development plan or shall be guaranteed their installation as provided in Section 10-7.602 of the LDC. Approved site and development plans are valid for 3 years, unless an extension is granted.

Permitted Use Verifications are not development order approvals. Non-inclusion of any standard or regulation in this document shall not waive or invalidate any that may apply. It is the responsibility of the applicant and/or their agent to obtain information pertinent to the development of this site prior to filing an application with Leon County. This determination shall not be construed to grant exemption from any other development regulation or permitting requirement as may otherwise be applicable or determined applicable during the permitting process.

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***Subject to the following sequence of reviews and required approvals:***


1. Design Works Studio: A free consultation with the Tallahassee-Leon County Planning Department's Design Works Studio will help explore concepts and ideas for the site layout and design. For more information, please contact Jeremy Floyd at 891-6416.
2. Pre-Submittal Meeting (Highly Encouraged, No Fee): Pre-submittal meetings shall be scheduled at least one week in advance. A Permitted Use Verification (determined "conditional" or "eligible") and a conceptual site plan sketch are needed to facilitate this meeting and discussion. Contact Development Services at 850-606-1300.
3. Subject to City/County Water and Sewer Agreement (Connection to Sanitary Sewer and Central Water is required): Contact City of Tallahassee Utilities at 850-891-4968.
4. Natural Features Inventory (NFI) (required prior to submittal of Type "C" review application): Contact Environmental Services at 850-606-1300.
5. Type "C" Site and Development Plan Review (FDPA): Contact Development Services at 606-1300 for more information.
6. Environmental Management Permit (EMP). Contact: Environmental Services at 850-606-1300.  
\* FDPA Track (EMP submitted and approved concurrently with Type "C" Site Plan application).
7. Concurrency Certificate (Type "C" Site and Development Plan Review) (Including School): Contact Concurrency Management at 850-606-1300.
8. Plat: No building permits shall be issued for a project that requires platting until a plat has been accepted and approved by the Board of County Commissioners. Contact Public Works Department at 850-606-1500
9. Building Permit: Contact Building Plans Review and Inspection at 850-606-1300.

Submittal requirements are pursuant to the Leon County Zoning, Site and Development Plan and Subdivision Procedures and Information Manual for the Process identified above.

Subsequent permitting and site plan review may limit the ability to construct above described development. This certificate is exclusive to the terms and conditions herein and is valid under the 2030 Comprehensive Plan and the Leon County Land Development Regulations in effect at the time of issuance. Amendments to the 2030 Comprehensive Plan or to the Land Development Regulations may alter the terms and conditions of this certificate. No Permitted Use Verification Application and/or Permitted Use Verification Certificate shall be the basis for any claims of estoppel or vesting against any land

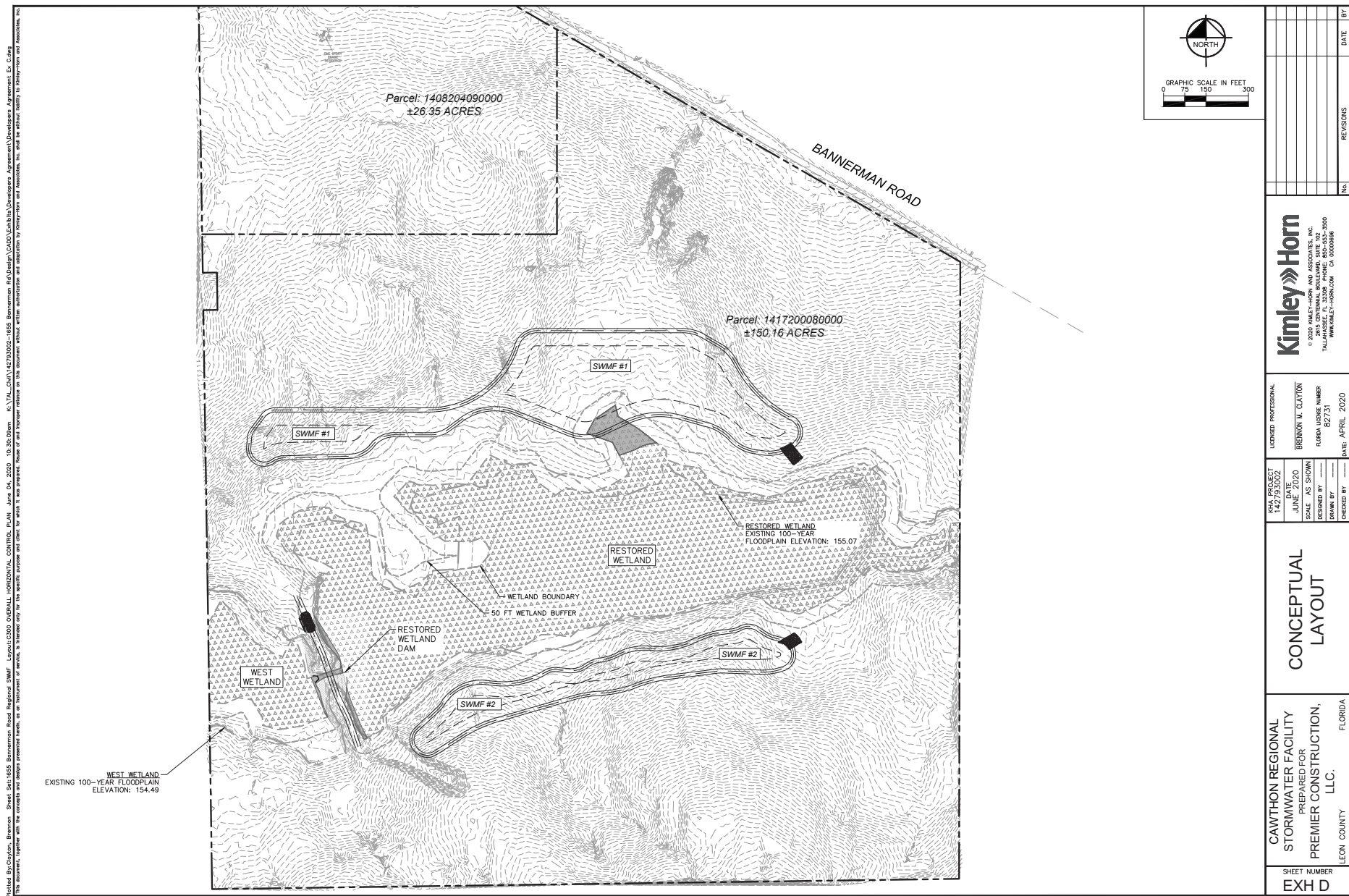
development regulations or zoning regulations, which may be adopted on or after the date of the Permitted Use Verification Application and/or the Permitted Use Verification Certificate.

Date: 10/31/2019  
Revised: N

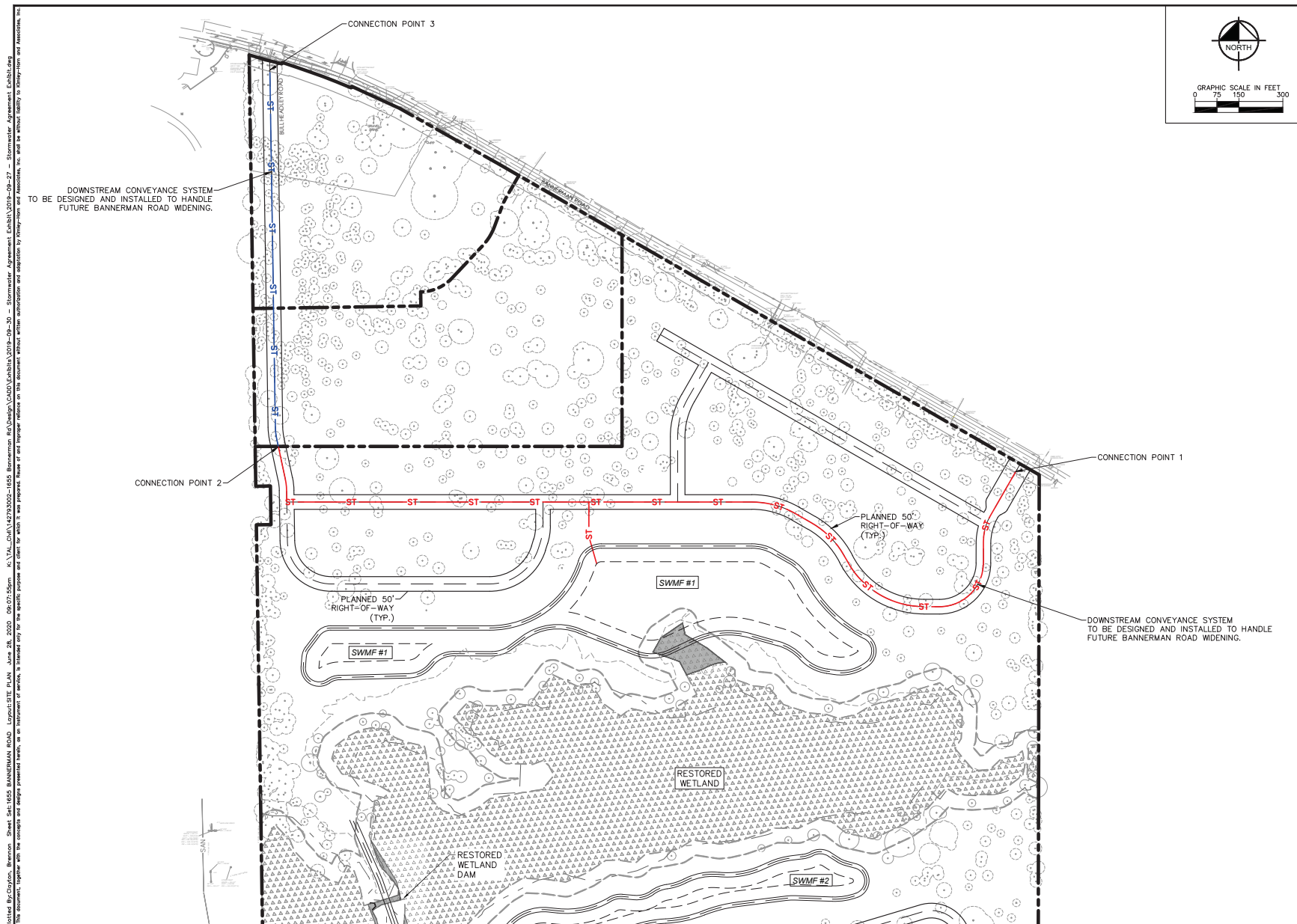
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Development Services Division  
Development Support and Environmental Management





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<b>CONCEPTUAL LAYOUT</b>	RMA PROJECT 142793002	LICENSED PROFESSIONAL BRENNON M. CLAYTON
	DATE JUNE 2020	FLORIDA LICENSE NUMBER 82731
	SCALE AS SHOWN	DATE: APRIL 2020
	DESIGNED BY DRAWN BY CHECKED BY	BY
CAWTHON REGIONAL STORMWATER FACILITY PREPARED FOR PREMIER CONSTRUCTION, LLC.	LEON COUNTY FLORIDA	SHEET NUMBER EXH D



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This document, together with the concepts and designs presented herein, is an instrument of service, to be used only for the specific purpose and client for which it was prepared. Reuse of and/or alteration of this document without written authorization and signature of Clayton and Associates, Inc. and be without liability to Clayton and Associates, Inc.

<b>CAWTHON REGIONAL STORMWATER FACILITY PREPARED FOR PREMIER CONSTRUCTION, LLC.</b>		<b>STORMWATER CONVEYANCE AGREEMENT EXHIBIT</b>		<b>Kimley»Horn</b> © 2019 KIMLEY-HORN AND ASSOCIATES, INC. 2815 CENTINELA BOULEVARD, SUITE 102 TALLAHASSEE, FLORIDA 32309 WWW.KIMLEY-HORN.COM FL 0000904		LICENSED PROFESSIONAL BRENNON W. CLAYTON FLORIDA LICENSE NUMBER B2731		KHA PROJECT 142793002 DATE JUNE 27, 2020 SCALE AS SHOWN DESIGNED BY DRAWN BY CHECKED BY DATE		REVISIONS DATE BY	
SHEET NUMBER <b>EXH E</b>		LEON COUNTY FLORIDA		EXHIBIT		DATE		DATE		DATE	

## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Board of County Commissioners of Leon County, Florida (the “Board”) will conduct a virtual only public hearing on Tuesday, September 15, 2020, at 6:00 p.m., or as soon thereafter as such matter may be heard, by utilizing communications media technology in accordance with the Florida Governor’s Executive Order 20-69, as amended/extended by Executive Orders 20-112, 20-123, 20-139, 20-150, 20-179, and 20-193, to consider a proposed Development Agreement by and between Leon County, Cawthon Family Properties, LLC, and Golden Oak Land Group, LLC, for the development of 180 acres of land located on the southern side of Bannerman Road and east of Bull Headley Road (the “Property”).

The Development Agreement proposes the donation of right-of-way to the County for the future widening of Bannerman Road to offset the impact of any future development on the Property. The development agreement also proposes a Regional Stormwater Facility and associated conveyance systems, on a portion of the Property, with capacity to accommodate the retention and treatment of stormwater from both the widening of Bannerman Road as well as the future development of the Property. A site and development plan is not a part of the development agreement and no rezonings or other amendments are being requested. A separate public notice will be provided once a site and development plan is filed with Leon County. Any future development will be required to comply with all applicable stormwater standards.

Leon County will be broadcasting the virtual only public hearing on Comcast channel 16, Prism channels 16 and 1016-HD, the Leon County Florida channel on Roku, and the County’s Facebook page (<https://www.facebook.com/LeonCountyFL/>), YouTube channel (<https://www.youtube.com/user/LeonCountyFL>), and web site ([www.LeonCountyFL.gov](http://www.LeonCountyFL.gov)).

All interested parties are invited to submit public comment until 8:00 p.m. on Monday, September 14, 2020, by visiting <http://cms.leoncountyfl.gov/Home/Commission-Meetings/Meeting-Comments>. All submitted comments will be distributed to the Board prior to the public hearing and made a part of the record. Written comments received by the public will be posted on the County’s website ([www.LeonCountyFL.gov](http://www.LeonCountyFL.gov)) in advance of the hearing. Persons needing assistance with submitting comments may contact County Administration via telephone at 850-606-5300, or via email at [LCG\\_PublicComments@leoncountyfl.gov](mailto:LCG_PublicComments@leoncountyfl.gov).

Public comment received after the 8:00 p.m., Monday, September 14, 2020, deadline will be made available to the Board and entered into the record during the hearing, although the County cannot guarantee that Commissioners will have adequate time to review such comments prior to the hearing or that the comments will be posted on the County website prior to the hearing.

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 proposed Development Agreement may be inspected on the County’s web site ([www.LeonCountyFL.gov](http://www.LeonCountyFL.gov)). To receive copies of the Development Agreement by other means, such as email, mail, facsimile transmittal, or through the County’s digital application portal (Project Dox), contact the Department of Development Support and Environmental Management at 850-606-1300.